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.

Escambia County is committed to making our website accessible. If you use assistive technology, for example a screen reader, and have difficulty accessing information in this agenda online, please contact our ADA Coordinator at ADA@myescambia.com or 850-595-1637.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – August 15, 2019 – 9:00 a.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 Bender.

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 congratulating the Emerald Coast Senior Squadron of the Civil Air Patrol on their accomplishments in 2018 and commending them for their service to our community;

B. Ratify the Proclamation recognizing Adelene Thompson Lovelace for over 20 years of service with the Fiesta of Five Flags; and

C. Ratify the Proclamation paying tribute to the life of Mr. Elmer Russell Crosby and recognizing his service to the community he loved so much.

7. Recommendation Concerning Adoption of Retirement Proclamations - Paulette Stallworth - Interim Human Resources Director

That the Board adopt the following Retirement Proclamations:

A. The Proclamation commending and congratulating Carla S. Jones, Division Manager, Neighborhood and Human Services, on 33 years of dedicated service; and

B. The Proclamation commending and congratulating Brenda K. Wood, Paramedic Supervisor, Public Safety Department, EMS Operations Division, on 25 years of dedicated service.

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. 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 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 Reports of the Agenda Work Session and Gary Sansing Public Forum held August 1, 2019; and

B. Approve the Minutes of the Regular BCC Meeting held August 1, 2019, and the Special BCC Meeting held August 8, 2019.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 9:15 a.m. - A Public Hearing Concerning the Review of Comprehensive Plan Large Scale Amendment LSA 2019-01

That the Board of County Commissioners (BCC) review and approve transmittal to DEO, an Ordinance amending the Comprehensive Plan, Chapter 7, 2030 FLU map, for the specific parcel, requesting to change the existing FLUM designation from Public (P) to Mixed-Use Urban (MU-U) and amending Chapter 7, "The Future Land Use Element, OBJ FLU 5.1 NFCU Urban Service Area Boundary Map," to expand the Navy Federal Credit Union Urban Service Area (NFCU-USA) by 98.03 (+/-) acres.

The Planning Board recommended transmittal of the large Scale Amendment at the August 6, 2019 meeting. This serves as the first of two public hearings.

II. Action Item

1. Recommendation Concerning Final Plat Sea Spray Permit # 19061960

That the Board take the following action concerning recording of Sea Spray Island (being a 6-lot residential subdivision), located in the Innerarity Community and lying north off Innerarity Point Road and connected and lying at the north end of Sea Spray Drive (an existing paved County Road). Owner and Developer is Pair Exchange, 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 Statute;

A. Approve the final plat for recording;

B. 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 MSBU (Municipal Services Benefit Unit); and

C. 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 Lost Key C12 Permit # 19072330

That the Board take the following action concerning recording of Lost Key C12 Townhomes (being a 48-lot residential private townhome development), located on Perdido Key Island and lying east off Lost Key Boulevard and north of Perdido Key Drive. Owner and Developer is WCI Communities, 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 Statute;

A. Approve the final plat for recording;

B. Approve the street name "Cordgrass Lane".

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

September 5, 2019

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 August 6, 2019.

1. Case No.:	***Z-2019-09***
Address:	10307 Tanton Rd
Property Reference No.:	29-2S-31-2101-001-001
Property Size:	4.5 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre) and LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District	1
Requested by:	Tom Hammond, Agent for Randall Builders Group, LLC., Owner
Planning board Recommendation:	Approval
Speakers:	Tom Hammond, Margaret Hostetter, Ellen Knott, Theresa Blackwell
2. Case No.:	***Z-2019-10***
Address:	2425 E Johnson Ave
Property Reference No.:	17-1S-30-2100-000-004
Property Size:	0.47 (+/-) acres
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:	Wiley C. "buddy" Page, Agent for Bhupat Patel, Owner

Planning board Recommendation:	Approval
Speakers:	Wiley C. "Buddy" Page

3. **Case No.:** ***Z-2019-11***

Address:	2001 W Nine Mile Rd
Property Reference No.:	12-1S-31-1100-004-003
Property Size:	3.67 (+/-) acres
From:	HDMU, High Density Mixed-Use district (25 du/acre)
To:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Wiley C. "Buddy Page, Agent for David E and Willie P Bailey, Trustees
Planning Board Recommendation:	Approval
Speakers:	Wiley C. "Buddy Page

4. **Case No.:** ***Z-2019-12***

Address:	11545 Sorrento Rd
Property Reference No.:	12-3S-31-3301-000-000
Property Size:	18.78 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	Com, Commercial district(25 du/acre)
FLU Category:	MU-S, Mixed-use Suburban
Commissioner District:	2
Requested by:	Wiley C. "Buddy Page, Agent for Robert Dale, Jr and Karen H. Dale, Owners
Planning Board Recommendation:	Denial
Speakers:	Wiley C. "Buddy Page, Suzanne Wells,Alice Mullins, Catherine Buck, Joe Schiller, Carole Tebay

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

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

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

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

   That the Board approve the Request for Disposition of Property Form for the Property Appraiser's Office for all equipment, which is described and listed on the Request Form.

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

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

4. Recommendation Concerning the Request for Disposition of Property for the Facilities Management Department - Robert E. Dye, Facilities Management Interim Department Director

   That the Board approve the Request for Disposition of Property Form for the Facilities Management Department, for property which is described and listed on the Disposition Form, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; and were disposed of when the Central Booking and Detention Facility was demolished.

5. Recommendation Concerning the Request for Disposition of Property for the Facilities Management Department - Robert E. Dye, Facilities Management Interim Department Director

That the Board approve the Request for Disposition of Property Form for the Facilities Management Department, for property which is described and listed on the Disposition Form, with reasons 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.

6. Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - Scott MacDonald, Interim Information Technology Department Director

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

7. Recommendation Concerning the Request for Disposition of Property for the Corrections Department - William R. Powell, Director of Corrections

That the Board approve the two Request for Disposition of Property Forms for the Corrections Department, listing a total of two items. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be approved for disposal.

8. Recommendation Concerning Application for the Hurricane Loss Mitigation Program - Tonya Green, Neighborhood & Human Services Department Director

That the Board acknowledge the submission of the Hurricane Loss Mitigation Program Application for $194,000, to the State of Florida Division of Emergency Management as signed by the Interim Assistant County Administrator.

9. Recommendation Concerning a Letter of Support for the Brownsville Slowfest 2019 - Joy Jones, P.E., Engineering Department Director

That the Board authorize the Chairman to sign the Letter of Support for the Brownsville Slowfest 2019 for the Historic Brownsville Community.

10. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of a Portion of Unopened Right-of-Way known as Boyd Avenue - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding a Petition to Vacate a Portion of Unopened Right-of-Way known as Boyd Avenue, as petitioned by Cindy A. Naumowicz, as Successor Trustee of the Marguerite Ann Arenberg Living Trust, dated April 6, 2011, represented by Daniel P. Saba, Esquire:

A. Authorize the scheduling of a Public Hearing for October 3, 2019, at 5:32 p.m., to consider the Petition to Vacate a Portion of Unopened Right-of-Way known as Boyd Avenue,(approximately 0.18 acres), as petitioned by Cindy A. Naumowicz, as Successor Trustee of the Marguerite Ann Arenberg Living Trust, dated April 6, 2011, represented by Daniel P. Saba, Esquire: and

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

The real property mentioned in this Petition to Vacate is located in Commission District 4.

11. Recommendation Concerning the Scheduling and Advertising of a TEFRA Public Hearing Concerning the Issuance of the Escambia County, Florida, Environmental Improvement Revenue Refunding Bonds (International Paper Company Project), Series 2019B, for the Purpose of Refunding Certain Outstanding Bonds Currently Outstanding and Issued by the County on Behalf of International Paper Company – JoLinda Herring, Shareholder, Bryant Miller Olive P.A.

That the Board authorize the scheduling and advertising of a Tax Equity and Fiscal Responsibility Act (TEFRA) public hearing for 5:33 p.m., on September 5, 2019, for consideration of authorizing the issuance by the County of its not to exceed $10,000,000 Environmental Improvement Revenue Refunding Bonds (International Paper Company Project), Series 2019B (the “Bonds”).

12. Recommendation Concerning Reappointments to the Escambia County Health Facilities Authority - Janice P. Gilley, County Administrator

That the Board approve the reappointments of Arthur J. Hall, Jr., and J.H. Keith Bullock to the Escambia County Health Facilities Authority, to serve a four-year term, effective August 22, 2019, through August 21, 2023, as requested by Virginia L. Yeagle, Administrator, Escambia County Health Facilities Authority.

A General Alert was posted on the County's Website from July 17, 2019, to July 31, 2019, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia Health Facilities Authority. The letter from Virginia Yeagle on behalf of the Escambia County Health Facilities Authority is the only response that was received. Ms.Yeagle's letter, Mr. Hall's Resume, and Mr. Bullock's Resume are provided for review.

13. Recommendation Concerning Scheduling a Public Hearing at 5:34 p.m., on Thursday, September 5, 2019, for the Consideration of Adopting an Ordinance Conserving and Preserving Properties on Santa Rosa Island - Commissioner Robert Bender, District 4

That the Board authorize the scheduling of the 5:34 p.m. Public Hearing, on Thursday, September 5, 2019, for the consideration of adopting an Ordinance conserving and preserving properties on Santa Rosa Island.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning a State of Florida, Division of Emergency Management Federally-Funded Subaward and Grant Agreement - John S. Dosh, Interim Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subaward and Grant Agreement, Contract Number G0021:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subaward and Grant Agreement, providing funds in the amount of $108,251, 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 from July 1, 2019, through June 30, 2020;

B. Authorize the Chairman or Vice Chairman to execute the Subaward and Grant Agreement; and

C. Authorize John S. Dosh, Interim Public Safety Department Director, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant with the following authority:

"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)."

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

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 this Agreement shall be in the Circuit Court of Leon County."

2. Recommendation Concerning the State-Funded Grant Agreement to Update the Hazardous Materials Facility Analysis Data - John S. Dosh, Interim Public Safety Department Director

That the Board take the following action regarding the State-Funded Grant Agreement between the State of Florida, Division of Emergency Management, and Escambia County, providing performance-based funding to the Escambia County Division of Emergency Management, in the amount up to $11,707, to update the Hazardous Materials Facility Analysis Data, for the period ending June 30, 2020:

A. Approve the State-Funded Grant Agreement between the State of Florida, Division of Emergency Management, and Escambia County; and

B. Authorize the Chairman or Vice Chairman to execute the Grant Agreement and all related documents as required to implement this Grant.

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

Section (21) Mandated Conditions, Subsection b, that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Projects, Cost Center 330323]

3. Recommendation Concerning Authorization to Take Action Regarding Defaulted Contracts for Reimbursement of Training Expenses - William R. Powell, Director of Corrections

That the Board take the following action concerning authorization for legal action related to defaulted Contracts for reimbursement of training expenses:

A. Authorize the County Attorney's Office to file a small claims case against Michael Stump and Lydia Locke, related to the default of their respective Contracts for reimbursement of training expenses; and

B. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the aforementioned action.

4. Recommendation Concerning the Sixth Amendment to Agreement for Inmate Food Service, PD13-14.065 - William R. Powell, Director of Corrections

That the Board take the following action concerning the sixth Amendment to the Agreement for Inmate Food Service (PD 13-14.065), between Escambia County and Aramark Correctional Services, LLC, which provides the food service for the Escambia County Jail and the Escambia County Work Release Facility:

A. Approve the Amendment to Agreement For Inmate Food Service (PD 13-14.065), which increases the price per meal by $0.025 effective October 1, 2019, and will bring the total price per meal from $0.8624 to $0.8874; and

B. Authorize the Chairman to execute the Amendment to Agreement For Inmate Food Service (PD13-14.065).

[Funding is available in the proposed Fiscal Year 2019-2020 Budget to cover this increased cost in General Fund; Detention Cost Center 290401; Object Code 53401 and Misdemeanor Probation Fund 114; Residential Probation Cost Center 290305; Object Code 53401]

5. Recommendation Concerning Utilization of the Second of Two Possible One-Year Renewals Provided for in the Multiple Award Agreement for Temporary Medical Staffing Services, PD 14-15.067- William R. Powell, Director of Corrections

That the Board approve the utilization of the second of two possible one-year renewal periods provided for under Section 2 of the following Agreements covered by PD 14-15.067:

A. Agreement For Temporary Medical Staffing Services, PD 14-15.067, between Maxim Healthcare Services, Inc., and Escambia County, Florida;

B. Agreement For Temporary Medical Staffing Services, PD 14-15.067, between NurseSpring of Pensacola, LLC, and Escambia County, Florida; and

C. Agreement For Temporary Medical Staffing Services, PD 14-15.067, between Staff Today, Inc., and Escambia County, Florida.

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

6. Recommendation Concerning Utilization of the Second of Two Possible One-Year Renewals Provided for in the Agreement Relating to Inmate Civil Legal Services - William R. Powell, Director of Corrections

That the Board approve the utilization of the second of two possible one-year renewal periods provided for under Section 2 of the Agreement Relating to Civil Legal Services between Northwest Florida Legal Services, Inc., a Florida not-for-profit corporation and Escambia County. This Agreement covers the provision of power of attorney documents and additional civil legal services for inmates under the jurisdiction of the Escambia County Jail.

[Funding: Fund 111, Detention/Jail Commissary Fund; Cost Center 290406]

7. Recommendation Concerning Supplemental Budget Amendment #234 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #234, Other Grants and Projects Fund (110), in the amount of $1,500, to recognize additional Grant proceeds for Grant Agreement 15104-A3, from the Florida Fish and Wildlife Conservation Commission (FWC) for the Ex-Oriskany PCB Artificial Reef Monitoring Project. These Grant funds will be used for contaminant testing and fish tissue sampling activities at the Ex-Oriskany reef site. No matching funds are required.

8. Recommendation Concerning Supplemental Budget Amendment #235 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #235, Gulf Coast Restoration Fund (118), in the amount of $181,491, to recognize additional Grant proceeds from the Florida Fish and Wildlife Conservation Commission (FWC), and to appropriate these funds to construct artificial reefs under the Deepwater Horizon Natural Resources Damages Assessment (NRDA) Early Restoration Program. FWC is allowing up to 5% of the funds to be used by Escambia County to pay for expenses relating to managing the artificial reef projects.

9. Recommendation Concerning Supplemental Budget Amendment #237 - Stephan Hall, Budget Manager, Management & Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #237, Library Fund (113), in the amount of $28,144, to recognize the donation from The Friends of the West Florida Public Library, and to appropriate these funds into the Library Donations Cost Center to be used to support and promote the Escambia County Library.

10. Recommendation Concerning Supplemental Budget Amendment #242 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #242, Local Option Sales Tax III (LOST) Fund 352, in the amount of $214,950, to recognize proceeds from the Florida Department of Transportation (FDOT), for their contribution to Joint Participation Agreement Financial Project #438150-1-58-01, for the Video Detection Upgrade on State Highway System Project, and to appropriate these funds back to the LOST III fund.

11. Recommendation Concerning the Contract Award for Design Services for Galvez Boat Ramp Improvement Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Municipal Engineering Services, Inc., per the terms and conditions of PD 18-19.067, Design Services for Galvez Boat Ramp Improvement Project, in the amount of $202,632 for basic design services, and $76,810 for optional/allowance for complete design, for a lump sum amount of $279,442.

[Funding: Fund 110, Other Grants and Projects; Cost Center 230307, Vessel Registration Fees; Object Code 56301, Improvements Other than Buildings]

12. Recommendation Concerning the Purchase of One Ford F-750 with 10-Yard Dump Body for the Escambia County Road Department - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve, and authorize the County Administrator to sign, the Purchase Order for one Ford F-750 with 10-Yard Dump Body, per the specifications outlined in PD 18-19.064, Ford F-750 with 10-Yard Dump Body from Bozard Ford Company, in the amount of $79,996.

[Funding: Fund 175, Transportation Trust; Cost Center 210402, Road Maintenance; Object Code 56401, Machinery & Equipment]

Specification PD 18-19.064, Ford F-750 with 10-Yard Dump Body, was noticed to 26 registrants, including local dealers. The solicitation was viewed by 16 registrants and downloaded by 13.

13. Recommendation Concerning the Contract Award for Residential Substance Abuse Treatment Program - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and award a Contract, per the terms and conditions of PD 18-19.073, Residential Substance Abuse Treatment (RSAT) Program between Escambia County, Florida, and The Transition House, Inc., for a period of 36 months, renewable for up to two additional 12-month periods, for a total of 60 months, for an anticipated annual amount of $110,360 (projected Fiscal Year 2019-2020 Budget).

[Funding: Fund 111, Detention/Jail Commissary; Cost Center 290406, Detention/Jail Commissary; Object Code 53101, Professional Services]

14. Recommendation Concerning the Purchase of Five John Deere Gators for Pensacola Beach Public Works - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the County Administrator to sign a Purchase Order for the purchase of five John Deere Gators for the Pensacola Beach Public Works Department, to Smith Tractor Company, Inc., in the amount of $73,936.45, according to the specifications outlined in PD 18-19.085, John Deere Gators (5) for Pensacola Beach Public Works.

[Funding:
Quantity four units charged to Fund 108, Fourth Cent; Cost Center 360105, Fourth Cent Projects; Object Code 56401, Machinery & Equipment - $59,149.16; and

Quantity one unit charged to Fund 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 56401, Machinery & Equipment - $14,787.29; Total 5 units - $73,936.45]

Specification PD 18-19.085, John Deere Gators (5) for Pensacola Beach Public Works, was issued to 48 dealers around the State of Florida - including local dealers. The solicitation was viewed by 26 firms and downloaded by 21.

15. Recommendation Concerning the Renewal Award for PD 17-18.055, Renewal of Temporary Labor Services - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the first of two one-year renewals for an Indefinite Quantity, Indefinite Delivery Contract for Temporary Labor Services for the Escambia County Board of County Commissioners, per the terms and conditions of PD 17-18.055, to Blue Arbor, Inc., and JJW Services, Inc. d/b/a Accustaff, Inc. The renewal is for the projected Fiscal Year 2019-2020, to commence on August 17, 2019, and end on August 17, 2020.

A. Lot 1 - General Temporary Labor Services (Countywide) - Blue Arbor, Inc. - effective upon award and execution of the Agreement;

B. Lot 2 - Temporary Labor Services for the Bob Sikes Toll Collection - JJW Services, Inc. D/B/A Accustaff, Inc. - effective August 17, 2019; and

C. Lot 3 - Escambia County Youth Employment - Blue Arbor, Inc. - effective at the beginning of the 2019-2020 Fiscal Year Budget.

For a period of 12 months, the Funding for Lots 1, 2, and 3 are as follows:

[Funding:

LOT 1:
Building Inspections - Fund Code 406, Building Inspection Fund; Cost Center 250111, Building Inspections Admin; Object Code 53401, Other Contractual Services; $55,200.00
Community Affairs - Fund Code 352, LOST III; Cost Center 320201, Comm Svcs Administration; Object Code 53401, Other Contractual Services; $65,280.00
Community & Environment - Fund Code 129, CDBG Entitlement Funds; Cost Center 370234, 2019 CDBG Admin; Object Code 53401, Other Contractual Services; $15,500.00
County Attorney - Fund Code 001, General Fund; Cost Center 110601, County Atty Admin; Object Code 53401, Other Contractual Services; $10,000.00
Facilities Management - Fund Code 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services; $140,925.00
Library Services - Fund Code 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services; $490,926.00
Public Safety - Fund Code 408, Emergency Medical Services; Cost Center 330603, EMS Billing Ops; Object Code 53401, Other Contractual Services; $25,077.76
Engineering Construction Management - Fund Code 352, LOST lll; Cost

Center 210107, Construction Management; Object Code 56301, Other Contractual Services; $100,000.00
Engineering Construction Management - Fund Code 353, LOST IV; Cost Center 210106, Construction Management; Object Code 56301, Other Contractual Services; $200,000.00
Engineering Construction Management - Fund Code 175, Transportation Trust Fund; Cost Center 211602, Construction Management; Object Code 53401, Other Contractual Services; $5,000.00
Engineering Construction Management - Fund Code 175, Transportation Trust Fund; Cost Center 211101, Construction Management; Object Code 53401, Other Contractual Services; $500.00
Engineering Transportation and Traffic - Fund Code 175, Transportation Trust Fund; Cost Center 211201, Transportation and Traffic; Object Code 53401, Other Contractual Services; $50,000.00
Parks & Recreation - Fund Code 353, LOST IV; Cost Center 350221; Object Code 53401, Other Contractual Services;
Development Services - Fund Code 116, Development Review; Cost Center 240302, Planning Development Rev; Object Code 53401, Other Contractual Services; $60,000.00
Natural Resources - Fund Code 001, General Fund; Cost Center 221001 Land Management Section; Object Code 53401, Other Contractual Services; $14,700.00
Fund Code 117, PK Beach Mouse Fund, Cost Center 220335, Object Code 53401, Other Contractual Services, Perdido Key Beach Mouse, Object Code 53401, Other Contractual Services; $25,000.00
Fund Code 110, Other Grants & Projects; Cost Center 221011, Urban & Community Forestry; Object Code 53401, Other Contractual Services; $15,000.00
Fund Code 108, Tourist Promotion; Cost Center 220805, 4th Cent Marine Recreation; Object Code 53401, Other Contractual Services; $8,000.00
Fund Code 101, Escambia County Restricted Fund; Cost Center 221018, Natural Pollutant Discharge System; Object Code 53401, Other Contractual Services; $14,700.00
Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230301, Waste Services Admin; Object Code 53401, Other Contractual Services; $20,000.00
Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230304, Environmental Quality; Object Code 53401, Other Contractual Services; $8,000.00
Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services; $47,000.00
Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services; $47,000.00
Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services;

$124,000.00
Santa Rosa Island - Fund Code 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 53401, Other Contractual Services; $250,000.00
Board of County Commissioners - Fund Code 001, General Fund; Cost Center 110101, Board of County Commissioners; Object Code 53401, Other Contractual Services; $90,000.00
County Administrator - Fund Code 001, General Fund; Cost Center 110302, County Administrator's Office; Object Code 53401, Other Contractual Services; $18,000.00

Lot 2:
Fund Number 167, Bob Sikes Toll; Cost Center 140301; Object Code 53401, Other Contractual Services; $275,000.00

Lot 3:
Fund Number 001, General Fund; Cost Center 53000; Object Code 53401, Other Contractual Services; $300,150.00]

16. Recommendation Concerning the Contract Extension for PD 17-18.072, for the Dredging of Lafitte Cove Canal - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the Contract Extension for the dredging of Lafitte Cove Canal:

A. Approve the first 12-month contract extension, effective October 1, 2019, to Coastal Reef Builders, Inc., per the terms and conditions of PD 17-18.072, for the dredging of Lafitte Cove Canal, in the amount not-to-exceed $65,000; and

B. Authorize the County Administrator to sign all related documents.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211602, Object Code 54601. Santa Rosa Island Authority (SRIA) will reimburse Escambia County for the cost of the annual dredging.]

17. Recommendation Concerning the Advanced Traffic Management System Connectivity Project - Joy Jones, P.E., Engineering Department Director

That the Board approve issuing a Purchase Order for an amount of $136,250, to Transportation Control Systems, on State Contract ITB-DOT-15/16-9005-GH, to purchase 25 Spectrum Smartlink 1B devices with one year software and cellular service for the County's Advanced Traffic Management System (ATMS) Connectivity Project.

The ATMS Connectivity Project falls in all five Commission Districts.

[Funding Source: Fund 352, Local Option Sales Tax (LOST III), Cost Center 210107, Object Code 56301, Project #11EN1028]

18. Recommendation Concerning the Acceptance of a Public Road and Right-of-Way Easement for the Ashcraft Road Dirt Road Paving Project - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the acceptance of the donation of a public road and right-of-way easement (approximately 0.08 acres), located at 5190 North Highway 99, from Glenn and Fay Faircloth for the Ashcraft Road Dirt Road Paving Project:

A. Accept the donation of a public road and right-of-way easement located at 5190 North Highway 99 (the corner of Highway 99 and Ashcraft Road) for the Ashcraft Road Dirt Road Paving Project;

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

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

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

This property is located in Commission District 5.

Funds for incidental expenses associated with the recordings of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office.

19. Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Joy Jones, P.E., Engineering Department Director

That the Board approve the reallocation of funds from Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Transportation and Drainage (T&D), in the amount of $136,997, from Navy Point Phase III Sewer Expansion and Drainage Improvement Project (Navy Point), to the Old Corry Field Road Project.

The Navy Point Phase III Project was completed in 2016. Recently, the Engineering Department received the final invoice, in the amount of $387,892.18, from Emerald Coast Utilities Authority (ECUA) for the Navy Point project.

Originally, the amount budgeted for Navy Point Phase III was $524,890. Currently, a balance of $136,997 is available and needed for projects in District 2 on Old Corry Field Road. There are three active construction projects on Old Corry (North Old Corry Field Road Sidewalks and Drainage Improvements, South Old Corry Field Road Bridge Replacement and South Old Corry Field Road Sidewalks). $90,458.42 needs to be reallocated to the LOST III Cost Center, from the North Old Corry LAP project Cost Center, to correctly balance the Grant proceeds. Staff is requesting that the remaining $46,538.58 balance be available for unanticipated expenses that may arise during construction of the ongoing three projects.

All of these projects are located in Commission District 2.

[Funding Source: Fund 352, Local Option Sales Tax III, Account 210107, Transportation and Drainage]

20. Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Joy Jones, P.E., Engineering Department Director

That the Board approve the reallocation of funds from Fund 352, LOST III, Cost Center 210107, Transportation and Drainage (T&D), in the amount of $92,896, from project funding to be determined to Willowbrook Lake Dam Reconstruction Project. These funds will be utilized for construction engineering and inspection services ($35,000) to ensure that the specialized clay core of the new dam is constructed per the geotechnical specifications, and will provide a 5% contingency allowance for any unforeseen changes required during construction ($57,896).

This project is located in Commission District 5.

[Funding Source: Fund 352, Local Option Sales Tax III, Account 210107, Transportation and Drainage]

21. Recommendation Concerning the Street Name Approval of “Le Milin Court”- Horace Jones, Development Services Department Director

That the Board approve changing the street name of Beach Haven Cove Drive to “Le Milin Court”, for the portion of Beach Haven Cove Drive, running east from the south end of Americus Avenue and running southeast to the end of the cul-de-sac, in Beach Haven Cove, Phase 2. This has been requested by Marah Brener and eighty percent of the property owners have signed the petition. This street is in Commissioner District 2.

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 55201]

22. Recommendation Concerning the Third Amendment to the Operations and Maintenance Agreement with LFG Technologies, Inc. - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the Third Amendment to the Operations and Maintenance Agreement between the Perdido Landfill, owned and operated by Escambia County, Florida, and LFG Technologies, Inc., amending Attachment "A", Cost Estimate, included as part of Exhibit "A" to the Operations and Maintenance Agreement, increasing the Base Operations and Maintenance (O&M) Fee 6%, in the amount of $3,842, as provided via Exhibit "A".

[Funding: Fund 401, Solid Waste, Cost Center 230308, Object Code 53401]

23. Recommendation Concerning Contract Amendment Ratification for Debris Monitoring Services - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board ratify the Amendment of Agreement between Escambia County, Florida, and Thompson Consulting Services, LLC, related to PD 17-18.007, Debris Monitoring Services as related to the parties wishing to amend the Agreement to incorporate Exhibit E setting forth additional provisions that may be applicable in the event Federal Emergency Management Agency (FEMA) financial assistance is used to fund all or a portion of the Agreement.

The provided Amendment of Agreement was signed by the firm and administration before it was realized that the Board had not approved.

[Funding: The funding source will be determined when the event occurs]

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. Water and Youth Safety Pensacola, in the amount of $2,500; and

B. Lutheran Services Florida, Inc., in the amount of $3,500.

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 to the Escambia-Pensacola Human Relations Commission - Janice P. Gilley, County Administrator

That the Board appoint two of the following individuals to the Escambia-Pensacola Human Relations Commission (EPHRC), to serve a two-year term, effective through May 1, 2021:

1. Sarah Ballew;
2. Sandra Donaldson;
3. Harold Griffin, Jr.;
4. Casey Harris;
5. Christina Pizza;
6. Harry Thomas; or
7. Brian Wyer.

A Community and Media Relations General Alert was posted on July 12, 2019, seeking volunteer applicants for the EPHRC.

3. Recommendation Concerning Authorization for the Acquisition of Real Property Located at 991 Cody Lane - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning authorization for the acquisition of real property located at 991 Cody Lane (approximately 0.77 acres) from The James G. Linker Living Trust and Charles W. Hawk:

A. Authorize the purchase of 991 Cody Lane (approximately 0.77 acres) owned by The James G. Linker Living Trust and Charles W. Hawk, for the purchase price of $69,500;

B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 991 Cody Lane;

C. Accept the Public Disclosure of Interest Form from The James G. Linker Living Trust; and

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

This parcel is located in Commission District 3.

[Funding Source: Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Object Code 56101, Project 13EN2523]

4. Recommendation Concerning Request for Subordination of Mortgage for the Gregory Street Rental Project - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Request for Subordination of Mortgage between Escambia County, ServisFirst Bank, and Community Enterprise Investments, Inc., F/K/A Community Equity Investments, Inc., for the Gregory Street Rental Project:

A. Approve the Request for Subordination of Mortgage, subject to Legal review and approval, for the HOME Investment Partnerships Program (HOME) and State Housing Initiatives Partnership (SHIP) Program assisted Gregory Street Rental Project, owned by Community Enterprise Investments, Inc. (CEII); and

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

[Funding: N/A]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Acceptance of Quitclaim Deeds in Connection with the Proposed Sale and Purchase with Navy Federal Credit Union.

   That the Board approve the acceptance and authorize the recording of the quitclaim deeds to the County from Arthur P. Bell, Jr. and Nellie J. Bell, Robert B. Bell and Carol S. Bell, and Frank Pilcher and Margaret G. Pilcher, in connection with the proposed sale and purchase of approximately 96 acres to Navy Federal Credit Union.

II. For Information

1. Recommendation Concerning Georgia Davis v. Escambia County, Case No. 2017 CA 000893

   That the Board accept the following information: Honorable Lacey Powell Clark, Circuit Judge, granted the County's Motion for Final Summary Judgment on the grounds that the Plaintiff did not follow the appropriate procedure as outlined in Section 768.28(6)(a), Fla. Stat., by failing to file a written notice of claim with the Department of Financial Services within three years of the date of her accident. Because this was not done, Plaintiff lost the right to bring a claim for personal injuries against Escambia County.

   The Court has reserved jurisdiction to award taxable costs for transcription costs in the taking of Plaintiff's deposition and in obtaining a copy of the deposition of Michele Mobley. These taxable costs total $551.75 and will be assessed against Plaintiff at a later date.

   As Plaintiff does not reside locally, this office recommends that the Board waive taxable costs in exchange for her attorneys filing and serving a notice of dismissal with prejudice to bring this matter to final closure. It is unknown at this time whether Plaintiff will accede to this offer of resolution.

2. Recommendation Concerning a Billing Dispute with Frontier Communications.

   That the Board accept the following information:

   Frontier Communications has agreed to accept the amount of $9,958.98 as payment in full for all charges accruing on the account from 3/20/15-7/20/19 relating to services provided to Escambia County Fire Rescue at the Walnut Hill Fire Department. The account balance of $15,446.63 was reduced by $5,487.65 to eliminate all charges for broadband service from 3/20/15-10/20/18. The account is current as of the last invoice dated 7/20/19. The Public Safety Department will monitor future invoices and remit timely payment for authorized services on a monthly basis.

10. Items added to the agenda.

11. Announcements.

12. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16629 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 08/15/2019
Issue: Adoption/Ratification of Proclamations
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation congratulating the Emerald Coast Senior Squadron of the Civil Air Patrol on their accomplishments in 2018 and commending them for their service to our community;

B. Ratify the Proclamation recognizing Adelene Thompson Lovelace for over 20 years of service with the Fiesta of Five Flags; and

C. Ratify the Proclamation paying tribute to the life of Mr. Elmer Russell Crosby and recognizing his service to the community he loved so much.

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

Emerald Coast Senior Squadron of the Civil Air Patrol

Adelene Thompson Lovelace

Elmer Russell Crosby

PROCLAMATION

WHEREAS, *on May 25, 2019, the Civil Air Patrol's Emerald Coast Senior Squadron, under the command of Lt. Colonel Ramon "Archie" DeJesus, was recognized as the Senior Squadron of the Year by the Civil Air Patrol's Florida Wing, ranking first out of eight Senior Squadrons and first out of 34 Civil Air Patrol (CAP) Squadrons with a Senior Member Program across the State of Florida; and*

WHEREAS, *from January 1, 2018, to December 31, 2018, the Emerald Coast Senior Squadron maintained a high state of readiness, enabling the skilled execution of 501 flying hours/345 sorties (8% of Florida Wing's total), without any mishaps; and*

WHEREAS, *due to their dedication and personal commitment, the volunteer airmen advanced the Emerald Coast Senior Squadron's mission of "Providing readily available aircrews capable of supporting Federal, State, and Local Agencies in Emergency Services, Aerospace Education, and Cadet Programs"; and*

WHEREAS, *the Emerald Coast Senior Squadron flew a wide range of tasks, including fire patrol flights over Eglin Air Force Base's 464,000 acre range, saving the United States Air Force approximately $1.9 million dollars and preserving the integrity of military training routes used for combat air tactics training that is vital to the development, acquisition, testing, deployment, and sustainment of air-delivered, non-nuclear weapons; and*

WHEREAS, *during the immediate aftermath of Hurricane Michael, the Emerald Coast Senior Squadron supported the Federal Emergency Management Agency by flying the first aerial survey, airborne photography assessments of damage to Tyndall Air Force Base, surrounding Panama City and Marianna, Florida, areas with over 3500 geo-tagged images critical to the allocation of scarce Federal resources; and*

WHEREAS, *the Emerald Coast Senior Squadron also supported local youth by providing fixed-wing orientation flights to cadets from CAP, Air Force ROTC, and Air Force Jr. ROTC, to promote and encourage Aerospace Education.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, congratulates the Emerald Coast Senior Squadron of the Civil Air Patrol on their accomplishments in 2018 and commends them for their service to our community.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman
District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: August 15, 2019

PROCLAMATION

WHEREAS, *Adelene Thompson Lovelace has enjoyed living in both Pensacola, Florida, where she graduated from Pensacola High School, and Lillian, Alabama, where she is an avid Alabama Football Fan; and*

WHEREAS, *Adelene is the proud mother of three beautiful children and grandmother of seven grandchildren; and*

WHEREAS, *Adelene has been extremely active volunteering for over 20 years in the Fiesta of Five Flags, serving as the Supreme Commander in 2002-2003, as the Fiesta President in 2008-2009, and as the Executive Director from 2011-2019; and*

WHEREAS, *under Adelene's leadership, the Fiesta of Five Flags is involved in over 25 events every year, including the Pensacola Crawfish Festival and the Pensacola Seafood Festival; and*

WHEREAS, *Adelene's leadership has brought the Fiesta of Five Flags to its' most stable and prosperous stage since its' inception seventy-years ago; and*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners hereby recognizes Adelene Thompson Lovelace for over 20 years of service with the Fiesta of Five Flags.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman, District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

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

SEAL — THE BOARD OF COUNTY COMMISSIONERS ★ ESCAMBIA CO.

Deputy Clerk

Dated: August 6, 2019

PROCLAMATION

WHEREAS, *on behalf of Escambia County, the Ebonwood Community Center's Youth, Senior Citizens Group, Ebonwood-Oakcrest-Gary Circle Homeowners Association, and Oakcrest Elementary School, we would like to express our sincere, heartfelt condolences to the Crosby family for the loss of their loved one, Elmer Russell Crosby (better known as Russ), on Father's Day, June 16, 2019; and*

WHEREAS, *for the past five years, along with his staff at GSI Recycling Company, and family, Russ had been instrumental and dedicated to helping the Escambia County Ebonwood Community Center attain its mission in providing area youth the opportunity to participate in many programs; including educational, cultural, sports, community enrichment, summer camp, and after school programs; and*

WHEREAS, *Russ assisted with providing a place that is inviting, comfortable, safe, and accessible for the area senior citizens to pursue mutual interests, receive health and educational information, participate in social and recreational activities that will enhance their lives, support their independence, and encourage their continued involvement in and with the community; and*

WHEREAS, *Russ provided yearly financial assistance, supplies, materials of all kinds, clothing, meals and snacks to the Ebonwood Community Center Youth and Senior Citizens programs, Oakcrest Elementary School, and the Ebonwood-Oakcrest-Gary Circle Homeowners Association. We are all dedicated to keeping the legacy of Elmer Russell Crosby alive and well.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, pays tribute to the life of Mr. Elmer Russell Crosby and recognizes his service to the community he loved so much.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman
District Three

Steven Barry, Vice Chairman
District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

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

SEAL

Deputy Clerk

Dated: August 9, 2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16580 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 08/15/2019
Issue: Adoption of Retirement Proclamations
From: Jaclyn Gubler, Human Resources Associate II
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Adoption of Retirement Proclamations - Paulette Stallworth - Interim Human Resources Director

That the Board adopt the following Retirement Proclamations:

A. The Proclamation commending and congratulating Carla S. Jones, Division Manager, Neighborhood and Human Services, on 33 years of dedicated service; and

B. The Proclamation commending and congratulating Brenda K. Wood, Paramedic Supervisor, Public Safety Department, EMS Operations Division, on 25 years of dedicated service.

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

retproc081519

PROCLAMATION

***WHEREAS**, on June 9, 1986, Carla S. Jones began her career in the Department of Community Services, which is now Neighborhood & Human Services Department as a Job Development Specialist; and*

***WHEREAS**, as a result of diligent work and demonstrated ability she advanced to a position of increasing responsibility as Workfare Program Coordinator and now holds the position of Division Manager; and*

***WHEREAS**, Ms. Jones has managed numerous social service workforce Grant programs such as the SNAP Program (formerly the Workfare Program), the Family Transition Program (Community Work Experience), the Family Transition Non-Custodial Parent Program; the WAGES Community Work Experience Program, the Mentoring Program, the Low Income Direct Emergency Assistance Program and the Summer Youth Employment Program; and*

***WHEREAS**, developing programs from the bottom up, Ms. Jones' dedication and commitment to providing exemplary and outstanding program services have garnered numerous awards and recognitions for her department from local, state, and federal workforce development agencies; and*

***WHEREAS**, Ms. Jones has been an advocate for the program participants she has served to move from dependency on public assistance to economic self-sufficiency in the workforce; and*

***WHEREAS**, regardless of the position she held, Ms. Jones exhibited excellent leadership, customer service, social services and workforce development skills.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends Carla S. Jones for extraordinary service for the past 33 years and congratulates her on her retirement.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman, District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

Adopted: August 15, 2019

PROCLAMATION

WHEREAS*, Brenda K. Wood, worked as a County employee very faithfully for 25 years serving the citizens of Escambia County, within the medical field, retiring as Paramedic Supervisor in the Public Safety Department; and*

WHEREAS*, Brenda K. Wood began her career with Escambia County as an Emergency Medical Technician, progressing to Paramedic, and on March 12, 2012, became a Paramedic Supervisor; and*

WHEREAS, *Brenda K. Wood has worked for many years on several projects and events to promote safety and education for the citizens and visitors of Escambia County; and*

WHEREAS*, Brenda K. Wood represented Public Safety throughout the community with her excellent skills and service. She worked during numerous emergency activations, as well as, other local disasters affecting the Citizens of Escambia County.*

NOW, THEREFORE BE IT PROCLAIMED *that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Brenda K. Wood, on her retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Brenda K. Wood, for 25 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Lumon J. May, Chairman, District Three

Steven Barry, Vice-Chairman, District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: August 15, 2019

AI-16620 **Clerk & Comptroller's Report 9. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 08/15/2019
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 Reports of the Agenda Work Session and Gary Sansing Public Forum held August 1, 2019; and

B. Approve the Minutes of the Regular BCC Meeting held August 1, 2019, and the Special BCC Meeting held August 8, 2019.

Attachments

20190801 Agenda Work Session Report
20190801 Gary Sansing Public Forum Report
20190801 Regular BCC Meeting Minutes
20190808 Special BCC Meeting Minutes

REPORT OF THE AGENDA WORK SESSION OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

AUGUST 1, 2019
(9:08 a.m. – 11:23 a.m.)

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Krykyt Fisher, Office Assistant III, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

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 August 1, 2019, Regular Board Meeting, was reviewed as follows:

   A. Chairman May and Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda and Keith Wilkins, Deputy City Administrator, City of Pensacola, spoke regarding the 5:32 p.m. Public Hearing;

   B. The Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;

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

   D. Shamara Jernigan reviewed the County Administrator's Report;

   E. Alison Rogers, County Attorney, reviewed the County Attorney's Report; County Attorney Rogers and Commissioner Barry reviewed Item CAT I-2; and

   F. Commissioner Underhill, Commissioner Bergosh, Commissioner Barry, and Commissioner May reviewed their add-on items.

REPORT OF THE GARY SANSING PUBLIC FORUM OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

AUGUST 1, 2019

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor, 221 Palafox Place, Pensacola, Florida

Report prepared by: DeLana Allen-Busbee

AGENDA ITEMS

1. Call to Order

   Chairman May called the Gary Sansing Public Forum to Order at 4:29 p.m.

2. Speakers

   The Board heard comments from the following individuals:

Sarah Randolph	Lilly Eubanks	Kevin Wade
John Nixon	Doreen Swartz	Larry Downs, Jr.
Timothy S. Smith, Jr.	Nancy Hagman	Melissa Pino
Michael Bearden	Frances Hinely	Michael Lowery
Margaret Hostetter	Lorrie Newman	Dianne Krumel

3. Adjournment

   Chairman May declared the Gary Sansing Public Forum adjourned at 5:01 p.m.

MINUTES OF THE REGULAR MEETING OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

AUGUST 1, 2019

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, 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

REGULAR BCC AGENDA

1. Call to Order

   Chairman May called the Regular Meeting of the Board of County Commissioners to order at 5:32 p.m.

2. Invocation

   Chairman May delivered the invocation.

3. Pledge of Allegiance to the Flag

   Commissioner Bergosh 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: Move to adopt the agenda, as amended
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

5. Commissioners' Forum:

   A. District 4 – Commissioner Bender provided comments;

   B. District 5 – Commissioner Barry provided comments; and

   C. District 3 – Commissioner May provided comments.

6. Recommendation: That the Board adopt the following Proclamations:

   A. The Proclamation commending and congratulating Charles Wiley, a Plans Examiner in the Building Services Department, on his selection as the "Employee of the Month" for August 2019;

   B. The Proclamation commending and congratulating John Clark on his many achievements and wishing him success in his future endeavors;

   C. The Proclamation recognizing Robin Lusk, Janice Curtis, Stephanie Mularhuck, and Erica Buffman, for their bravery and willingness to put their own lives in danger in order to notify the homeowners and tenants of the Key Harbour and Pescador Landing condos of the fire; and

   D. The Proclamation honoring and congratulating Mr. Ashley DeWitte (Dick) Pace, Jr., on reaching the age of 100, and extending best wishes to him for continued good health and happiness.

Motion: Move A through D
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously
Speaker(s): Charles Wiley, John Clark, and Pat McLellan

REGULAR BCC AGENDA – Continued

7. Recommendation: That the Board adopt the following Retirement Proclamations:

   A. The Proclamation commending and congratulating Tammie L. Booker, Division Manager, Corrections Department, Community Corrections Division, on 35 years of dedicated service;

   B. The Proclamation commending and congratulating Hal Frazure, Equipment Operator IV, Public Works Department, Roads Division, on 20 years of dedicated service;

   C. The Proclamation commending and congratulating William Jordan, Emergency Communication Dispatcher, Public Safety Department, Emergency Communications Division, on 30 years of dedicated service;

   D. The Proclamation commending and congratulating Clayton E. Linkous, III, Paramedic, Public Safety Department, Emergency Medical Services, on 25 years of dedicated service;

   E. The Proclamation commending and congratulating Kirk M. Stierwalt, Fire Inspector, Public Safety Department, Fire Rescue Division, on 22 years of dedicated service; and

   F. The Proclamation commending and congratulating Melvin B. Woods, Detention Assistant, Corrections Department, Detention Division, on 20 years of dedicated service.

Motion: So moved
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously
Speaker(s): William Jordan

REGULAR BCC AGENDA – Continued

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

   A. The following five Public Hearings on the agenda:

      (1) The 5:31 p.m. Public Hearing, advertised in the *Escambia Sun Press* on July 11, 2019, for consideration of the Petition to Vacate unopened rights-of-way between Navarro Road, San Carlos Road, West Plaza Road, and Santa Rosa Road, as petitioned by Robert E. Pierce;

      (2) The 5:32 p.m. Public Hearing, advertised in the *Pensacola News Journal* on July 21, 2019, concerning the review of the terms of the Interlocal Agreement for Distribution of the Additional Four-Cent Local Option Fuel Tax Proceeds;

      (3) The 5:33 p.m. Public Hearing, advertised in the *Pensacola News Journal* on July 19, 2019, for consideration of adopting an Ordinance creating the Betmark Circle Street Lighting MSBU;

      (4) The 5:45 p.m. Public Hearing, advertised in the *Pensacola News Journal* on July 19, 2019, for consideration of an Ordinance amending, Comprehensive Plan 2030, Chapter 8, "Mobility Element" to remove reference to Navy Outlying Landing Field Site 8;

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule July 29 – August 2, 2019,* as published in the *Pensacola News Journal* on July 27, 2019.

Motion: Move to waive the reading
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

REGULAR BCC AGENDA – Continued

9. Recommendation: That the Board, at the 5:31 p.m. Public Hearing, take the following action concerning the Petition to Vacate Unopened Rights-of-Way Between Navarro Road, San Carlos Road, West Plaza Road, and Santa Rosa Road:

   A. Approve or deny the Petition to Vacate Unopened Rights-of-Way Between Navarro Road, San Carlos Road, West Plaza Road, and Santa Rosa Road, (approximately 1.58 acres), as petitioned by Robert E. Pierce;

   B. Accept the Hold/Harmless Agreement;

   C. Adopt the Resolution [R2019-72] to Vacate; and

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

   The real property mentioned in this Petition to Vacate is located in Commission District 5.

Motion: Move to approve the Item, A through D
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Paul Wiley and Robert Pierce

10. Recommendation: That the Board, at the 5:32 p.m. Public Hearing, review the terms of the Interlocal Agreement with the City of Pensacola relating to the distribution of the additional four-cent local option fuel tax proceeds in accordance with paragraph 3.2 of the Agreement.

Motion: Move to approve the 5:32
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-1, with Commissioner Underhill voting “no”
Speaker(s): Frances Hinely, Dianne Krumel, Lil Eubanks, Doreen Swartz, Michael Lowery, Curtis Howard, Nancy Bass, Margaret Hostetter, Dan Ditto, Sherri Myers, and Ben Peterson

REGULAR BCC AGENDA – Continued

11. Recommendation: That the Board, at the 5:33 p.m. Public Hearing, adopt, and authorize the Chairman to sign, the Ordinance [Number 2019-24] creating the Betmark Circle Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

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

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

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

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

Motion: Move the Item, A through D
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): None

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

I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the May 2019 returns received in the month of June 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the ninth month of collections for the Fiscal Year 2019; total collections for the month of May 2019 returns was $1,268,504.25; this is a 15.08% increase over the May 2018 returns; total collections year to date are 11.52% more than the comparable time frame in Fiscal 2018.

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

2. Recommendation: That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended June 30, 2019, as required by Ordinance Number 95-13; on June 30, 2019, the portfolio market value was $351,435,227 and portfolio earnings totaled $797,164 for the month; the short term portfolio yield 1.96%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 2.43%; the long-term CORE portfolio achieved a yield of 1.97%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.77%.

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

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 Attorney-Client Session held July 10, 2019;

   B. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held July 10, 2019;

   C. Accept, for filing with the Board's Minutes the Report of the Gary Sansing Public Forum held July 18, 2019; and

(Continued on Page 8)

CLERK & COMPTROLLER'S REPORT – Continued

3. Continued…

   D. Approve the Minutes of the Regular Board Meeting held July 18, 2019.

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

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

I. **PUBLIC HEARING**

1. Recommendation: That the Board of County Commissioners (BCC) review and adopt an Ordinance (CPA-2019-01) [Number 2019-25] amending the Escambia County Comprehensive Plan 2030,Chapter 8, "Mobility Element," Policy MOB 4.2.6 "Encroachment Control Planning, "to remove reference to Navy Outlying Landing Field (NOLF) Site 8."

   The County received notice from the Department of Economic Opportunity (DEO) stating it had no concerns.

   This hearing serves as the second of two public hearings.

Motion: Move this in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

GROWTH MANAGEMENT REPORT – Continued

II. **ACTION ITEMS**

1. Recommendation: That the Board take the following action concerning recording of Sonoma Ridge, a Planned Unit Development (being a 73-lot residential subdivision), located in the Beulah Community and lying west off Beulah Road and south of Frank Feeder Road. Owner and Developer is Breland Homes Coastal, 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 "Sonoma Lane," "Tuscan Court," and "Roseland Court";

   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 MSBU (Municipal Services Benefit Unit); and

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

Motion: Move the Item in the affirmative, A, B, C, and D
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

2. Recommendation: That the Board take the following action concerning recording of Rock Ridge (a 69 lot residential subdivision), located in the Beulah Community and lying north off Frank Reeder Road and east of Beulah Road also known as County Road 99. Owner and Developer is Frank Reeder Road 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 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 "Cali Lane," "Chloe Court," and "John's Way";

(Continued on Page 10)

GROWTH MANAGEMENT REPORT – Continued

II. ACTION ITEMS – Continued

2. Continued…

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 MSBU (Municipal Services Benefit Unit); and

D. Authorize the Chairman or Vice Chairman to execute a Drainage Easement Deed; and a Two Year Warranty Agreement without Surety, for Streets and Drainage Improvement.

Motion: Move the Item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

3. Recommendation: That the Board take the following action concerning recording of Sea Spray Island (being a 6-lot residential subdivision), located in the Innerarity Community and lying north off Innerarity Point Road and connected and lying at the north end of Sea Spray Drive (an existing paved County Road). Owner and Developer is Pair Exchange, 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 Statute;

A. Approve the Final Plat for recording;

B. 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 MSBU (Municipal Services Benefit Unit); and

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

Motion: Move that we table the Item tentatively until August 15th
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

GROWTH MANAGEMENT REPORT – Continued

III. **CONSENT AGENDA**

1. Recommendation: That the Board authorize the scheduling of the following Public Hearing for Thursday, August 15, 2019:

   9:15 a.m. - A Public Hearing -LSA-2019-01 (first of two public hearings)

   Summary: An Ordinance amending the Comprehensive Plan, Chapter 7, 2030 FLU Map, for the specific parcel, requesting to change the existing Future Land Use (FLU) designation from Public (P) to Mixed-Use Urban (MU-U)), located off Frank Reeder Rd; LSA-2019-01.

Motion: Move the Consent Agenda in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Janice Gilley, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board approve the Request for Disposition of Property Form for the Corrections Department, listing two items. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be approved for disposal.

Motion: Move the balance **For Information:** The “balance” refers to Items 1 through 7, with the exception of Item 6, which was held for a separate vote. Item 8 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

2. Recommendation: That the Board approve the Request for Disposition of Property Form for Extension Services, for property that is described and listed on the Disposition Form, with reason for the 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.

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 7, with the exception of Item 6, which was held for a separate vote. Item 8 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

3. Recommendation: That the Board approve the following individual "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use), for the Soundside Merchants Labor Day Celebration Fireworks Display, to be launched from a barge off Quietwater Beach on September 1, 2019, from 8:00 p.m., to 8:30 p.m.

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 7, with the exception of Item 6, which was held for a separate vote. Item 8 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

4. Recommendation: That the Board accept, for filing with the Board's Minutes, the June 6, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 7, with the exception of Item 6, which was held for a separate vote. Item 8 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

5. Recommendation: That the Board confirm the reappointment of Kathaleen L. Cole, Campus President, Fortis Institute, to the CareerSource Escarosa Board of Directors, as Education and Training representative.

   In accordance with the CareerSource Escarosa By-Laws, there is a "no expiration" term for non-private sector representatives to the Board of Directors. The date of the appointment shall begin immediately upon approval by the Board.

Motion: Move the balance **For Information:** The “balance” refers to Items 1 through 7, with the exception of Item 6, which was held for a separate vote. Item 8 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

6. Recommendation: That the Board take the following action regarding a Petition to Vacate a Portion of Unopened Right-of-Way known as Rentz Avenue, as petitioned by Michele Mayfield Slowey-Blankenship:

   A. Authorize the scheduling of a Public Hearing for October 3, 2019, at 5:31 p.m., to consider the Petition to Vacate a Portion of Unopened Right-of-Way Known as Rentz Avenue (approximately 0.40 acres), as petitioned by Michele Mayfield Slowey-Blankenship; and

   B. Require the Petitioner to notify all property owners within a 1000-foot radius.

   The real property mentioned in this Petition to Vacate is located in Commission District 2.

Motion: Move that we do schedule this for October 3rd for the 5:31
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Michele Slowey-Blankenship

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

7. Recommendation: That the Board approve, and authorize the Chairman to execute, an Addendum to the Management Services Agreement between Escambia County, Florida, and SMG, for the Pensacola Bay Center, memorializing consent to a Change in Control due to the recent acquisition and merger of SMG US Parent, Inc., and AEG Facilities, LLC, to now be called ASM Global.

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 7, with the exception of Item 6, which was held for a separate vote. Item 8 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

8. Recommendation: That the Board appoint Shirley D. Henderson to serve a four-year term, effective August 1, 2019, through July 31, 2023, as requested by Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority.

   A General Alert was posted on the County's website from May 20, 2019, to June 17, 2019, seeking Escambia County residents interested in volunteering to be considered for an appointment to the Authority. A Resume was received from Shirley D. Henderson.

Motion: Move the Item
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board ratify the following August 1, 2019, 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 17 Residential Rehab Grant Program Funding and Lien Agreements:

      1. The Agreements between Escambia County CRA and James M. and Constance R. Barnes, owners of residential property located at 6534 White Oak Drive, Oakfield Redevelopment District, each in the amount of $5,095, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, total electrical rewiring upgrade and storm shutter installation;

      2. The Agreements between Escambia County CRA and Fred and Phyllis Diane Campbell, owners of residential property located at 202 Saint Cedd Avenue, Oakfield Redevelopment District, each in the amount of $4,060, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

      3. The Agreements between Escambia County CRA and Sandra Campbell, owner of residential property located at 691 Beck Avenue, Ensley Redevelopment District, each in the amount of $3,000, representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, replacement roof;

      4. The Agreements between Escambia County CRA and Vincent Distefano, Jr., owner of residential property located at 221 Carolyn Way, Palafox Redevelopment District, each in the amount of $3,350, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, replacement roof;

      5. The Agreements between Escambia County CRA and Virgie M. Dortch, owner of residential property located at 4120 Erress Boulevard, Palafox Redevelopment District, each in the amount of $3,960, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, replacement roof;

(Continued on Page 16)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1. Continued…

A. Continued…

6. The Agreements between Escambia County CRA and Gayle and Bernard J. Duffy, owners of residential property located at 6043 Songbird Drive, Oakfield Redevelopment District, each in the amount of $5,491, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement windows;

7. The Agreements between Escambia County CRA and Thomas M. and Cynthia K. Kidder, owners of residential property located at 6242 Appomattox Drive, Oakfield Redevelopment District, each in the amount of $4,350, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, total electrical rewiring upgrade;

8. The Agreements between Escambia County CRA and Barbara L. Larkin, owner of residential property located at 2324 Grundy Street, Warrington Redevelopment District, each in the amount of $3,157, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

9. The Agreements between Escambia County CRA and Amy L. Riesau, owner of residential property located at 119 Brandon Avenue, Warrington Redevelopment District, each in the amount of $5,876, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows and total electrical rewiring upgrade;

10. The Agreements between Escambia County CRA and Markus Saage and Juelee E.Riesau, owners of residential property located at 129 Brandon Avenue, Warrington Redevelopment District, each in the amount of $4,495, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

11. The Agreements between Escambia County CRA and Diana A. Rittenhouse, owner of residential property located at 6234 Appomattox Drive, Oakfield Redevelopment District, each in the amount of $4,800, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

(Continued on Page 17)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1. Continued…

A. Continued…

12. The Agreements between Escambia County CRA and David E. Rivers, owner of residential property located at 1317 Dexter 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, replacement windows;

13. The Agreements between Escambia County CRA and Linda J. Stark, owner of residential property located at 7091 Kelvin Terrace, Oakfield Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, roof replacement and total electrical rewiring upgrade;

14. The Agreements between Escambia County CRA and Karen Summerville, owner of residential property located at 600 Pelham Road, Warrington Redevelopment District, each in the amount of $3,028, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

15. The Agreements between Escambia County CRA and Cynthia R. Thornton, owner of residential property located at 9345 Chisholm Road N3, Ensley Redevelopment District, each in the amount of $1,183, representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, replacement windows;

16. The Agreements between Escambia County CRA and James L. and Colleen C. Vinson, owners of residential property located at 7627 Las Vegas Lane, Ensley Redevelopment District, each in the amount of $2,750, representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, replacement roof;

17. The Agreements between Escambia County CRA and Robert F. and Carolyn A. Wilson, owners of residential property located at 428 South First Street, Warrington Redevelopment District, each in the amount of $430, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement window; and

(Continued on Page 18)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1. Continued…

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

Motion: Move the Item minus number 13
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

2. Recommendation: That the Board ratify the following August 1, 2019, action of the Board of County of 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 10 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	**Address**	**Amount**
Elizabeth B. Barton	407 Labree Road	$2,195
Pearlie Mae Evans, Lorenzo Evans, Betty Grimes, Shirley E. Watson, Bobbie Strong, Joyce A. Evans, Gregory Evans and John E. Evans	2606 North Z Street	$5,528
Clint A. and Emily P. Harris	55 Druid Drive	$1,625
James C. Holley, Jr., and Catherine B. Holley	210 Berry Road	$6,000
Sheri Kennedy	203 Bryant Road	$6,000
Dixie N. Shedd	1317 Poppy Avenue	$2,250
Dovie S. Soloe	725 Lakewood Road	$3,425
Samantha G. Taylor	535 South First Street	$5,720

(Continued on Page 19)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Continued…

A. Continued…

Property Owners	Address	Amount
Willard C. Jr., and Mary Jane Turner	104 Payne Road	$6,000
Kenneth R. and Bonnie B. Wooten	2255 Berg Street	$5,214

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 2 through 18.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

3. Recommendation: That the Board ratify the following August 1, 2019, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the issuance of two Purchase Orders to Chavers Construction, Inc., in excess of $50,000, for sidewalk projects located in the Palafox Redevelopment Area, for the following:

A. Approving the Chantilly Way Sidewalk Project, in the amount of $175,368.62, to include but not limited to approximately 2300 linear feet of sidewalk, driveway entrances replacement, utility relocation, excavation, and sod replacement within the rights-of-way;

B. Approving the Erress Boulevard, Diego Circle,and Rochelle Drive Sidewalk Projects, in the amount of $255,705.75, to include but not limited to approximately 4000 linear feet of sidewalk, driveway entrances replacement, utility relocation, excavation, and sod replacement within the rights-of-way; and

C. Authorizing the County Administrator to sign the Purchase Orders and any other related documents necessary to implement the aforementioned Sidewalk Projects.

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 2 through 18.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board take the following action concerning the Escambia Consortium Florida 2019 Annual Action Plan:

   A. Approve the Escambia Consortium Florida 2019 Annual Action Plan for Housing and Community Development, detailing the use of 2019 Community Development Block Grant (CDBG) funds, in the amount of $1,434,463, and 2019 HOME Investment Partnerships Program (HOME) funds, in the amount of $1,094,533; and

   B. Authorize the County Administrator to execute all Escambia Consortium Florida 2019 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 2019 CDBG and 2019 HOME Programs.

   [Funding: Fund 129/CDBG, Cost Centers 370234 and 370235; Fund 147/HOME, Cost Center 370271]

Motion: Move the balance in the affirmative **For Information:** The “balance” refers to Items 2 through 18.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

5. Recommendation: That the Board take the following action concerning a Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida:

   A. Approve the Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida that provides for vocational training of incarcerated adult students located at the Escambia County Work Annex, for a not to exceed amount of $56,547.50 ($31,547.50 for full time vocational instructor, $5,000 for part time certified testing administrator, and $20,000 for materials, equipment and supplies); and

   B. Authorize the Chairman to execute the Agreement.

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued…

[Funding: Fund 175, Transportation Trust Fund; Cost Center 290205, Inmate Commissary]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 2 through 18.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

6. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order Number 1, to Henry Schein, Inc., adding funds for the purchase of medical and LifePak supplies for the Emergency Medical Service Division, through the balance of the Fiscal Year:

Department:	Public Safety
Division:	Emergency Medical Services
Type:	Addition
Amount:	$30,000
Vendor:	Henry Schein, Inc.
Project Name:	N/A
Contract:	PD 14-15.083, PD 14-15.085
Purchase Order #:	190318
Change Order #:	1
Original Award Amount:	$50,000
Cumulative Amount of Change Orders through this CO:	$30,000
New PO Total:	$80,000

Due to the increased call volume and change in medical direction as it relates to the medical supplies utilized by the healthcare professionals that she directs, an increase is needed to maintain the level of service needed by the Escambia County residents. We are streamlining how we obtain medical supplies to simplify the ordering process and optimize reporting and management capabilities.

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued…

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 2 through 18.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

7. Recommendation: That the Board adopt the Resolution [R2019-73] approving Supplemental Budget Amendment #223, General Fund (001), in the amount of $28,225, to recognize the Sheriff's off-duty officer, auto repairs, Public records actions and miscellaneous reimbursements/fees and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 2 through 18.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

8. Recommendation: That the Board adopt the Resolution [R2019-74] approving Supplemental Budget Amendment #228, Local Option Sales Tax IV (Fund 353), in the amount of $264,117, to recognize proceeds from Escambia County Utilities Authority (ECUA) for reimbursement for the Interlocal Cost Sharing Agreement for the Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2, and to appropriate these funds back into the LOST IV project budget.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 2 through 18.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County and Wood Environment & Infrastructure Solutions, Inc., per the terms and conditions of PD 17-18.086, Carpenter Creek and Bayou Texar Watershed Management Plan for Basic Services at $923,166.97, and Allowances at $56,833.03, for a total of $980,000.

   [Funding: Fund 118, Gulf Coast Restoration, Cost Center 222042, Object Code 53101, Project Number RDC80046]

   U.S. Department of Treasury - RESTORE Direct Component Grant No. RDCGR080046-01-00

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 2 through 18.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

10. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County and AECOM Technical Services, Inc., per the terms and conditions of PD 18-19.021, Bayou Chico Contaminated Sediment Remediation Project, for Basic Services currently funded through RESTORE Grant at $335,510, remainder to be funded through future Grants, Additional Basic Services at $54,010, and Optional tasks at $1,191,385, for a project total of $1,580,905.

    [Funding: Fund 118, Gulf Coast Restoration, Cost Center 222006, Object Code 53101, $335,510]

    Florida Department of Environmental Protection - Grant Agreement Number RES02

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 2 through 18.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County and Mott MacDonald Florida, LLC, per the terms and conditions of PD 18-19.015, Design Services for Eleven Mile Creek Stormwater Project at West Roberts Road for Basic Services at $149,725, and Optional Services at $85,299, for a total of $235,024.

    [Funding: Fund 118, Gulf Coast Restoration, Cost Center 222043, Object Code 53101, Project Number RDC80049]

    Funding through U.S. Department of Treasury - RESTORE Direct Component Grant No. 1 RDCGR080049-01-00

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 2 through 18.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

12. Recommendation: That the Board authorize the usage of Virginia Polytechnic Institute and State University Veterinary Contracts in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions, as follows:

    Elanco US, Inc., UCP-TG-012-10;
    Henry Schein Animal Health, UCP-TG-025-09;
    Jorgensen Laboratories, Inc., UCP-TG-005-10;
    Mg Biologics, Inc., UCP-TG-012-09;
    Nutramax Laboratories Veterinary Sciences, Inc., UCP-TG-013-10;
    Plasvacc USA, Inc., UCP-TG-004-10;
    Smiths Medical ASD, Inc., UCP-TG-007-10;
    Steris Instrument Management Services, UCP-TG-013-09; and
    Vortech Pharmaceuticals, LTD, UCP-TG-008-10.

    [Funds: Fund 001, General Fund, Cost Center 250202, Object Code 55201]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 2 through 18.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Recommendation: That the Board approve and authorize the County Administrator to execute Change Order #190393-2, to MWI Veterinary Supply Company, adding funds:

Department:	Animal Services
Division:	Building Inspections
Type:	Additive
Vendor:	MWI Veterinary Supply Company
Amount:	$22,000
Purchase Order #:	190393
Change Order #:	2
Original Amount:	$45,000
Change Order #1:	$4,500
New PO:	$71,500

[Funds: Fund 001, General Fund, Cost Center 250202, Object Code 55201]

Motion: Move the balance in the affirmative **For Information:** The “balance” refers to Items 2 through 18.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

14. Recommendation: That the Board approve and authorize the County Administrator to execute Change Order #190345-4, to Butler Animal Health Holding Co., LLC, d/b/a Henry Schein Animal Health, adding funds:

Department:	Animal Services
Division:	Building Inspections
Type:	Addition
Vendor:	Butler Animal Health Holding Co, LLC, d/b/a Henry Schein Animal Health
Amount:	$69,000
Purchase Order #:	190345
Change Order #:	2
Original Amount:	$40,000
Change Order #1:	$9,500
New PO:	$118,500

(Continued on Page 26)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued…

[Funds: Fund 001, General Fund, Cost Center 250202, Object Code 55201]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 2 through 18.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

15. Recommendation: That the Board approve, and authorize the County Administrator to execute, the following Change Order Number 2, additional funds, in excess of $50,000, to Purchase Order number 190982, Stop Loss Insurance Services. The additional funds are to pay for the County's group health insurance administrative and stop loss fees:

Department:	Human Resources
Division	Benefits
Type	Addition
Amount	$136,500
Vendor	Stop Loss Insurance Services
Purchase Order	190982
Change Order	2
Original Award Amount	$456,891
Cumulative Amount of Change Orders Through This Change Order:	$140,000
New Purchase Order Total	$596,891

[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 Items 2 through 18.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Recommendation: That the Board take the following action concerning the purchase of Self-Contained Breathing Apparatus (SCBA) for Escambia County Fire/Rescue:

A. Authorize the County Administrator to sign the Purchase Order to Ten-8 Fire Equipment, Inc., in the amount of $2,905,922.45, per the terms and conditions of PD 18-19.061, Self-Contained Breathing Apparatus for Escambia County Fire/Rescue;

B. Approve a Budget Amendment, in the amount of $2,880,922.45, from Local Option Sales Tax (LOST) IV Project 19FS0879, Fire Department Buildings to Project 19FS0429, Fire Apparatus/Staff Vehicles; and

C. Authorize the trade-in of the existing Fire/Rescue SCBA equipment. The Fire/Rescue Department will be coordinating the trade-in of surplus equipment to Ten-8 Fire Equipment, Inc., for a credit in the amount of $25,000, towards the new SCBA equipment purchase, leaving a total cost to the County for this solicitation at $2,880,922.45.

[Funding: Fund 353, LOST IV; Cost Center 330434, Public Safety/Fire LOST; Object Code 56401, Machinery & Equipment; Project Code 19FS0429]

Motion: Move the balance in the affirmative **For Information:** The “balance” refers to Items 2 through 18.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Recommendation: That the Board authorize the County Administrator to sign the Purchase Order to Bozard Ford Company, for the purchase of ¾-Ton Trucks with Service Bodies (3), per the terms and conditions of PD 18-19.086, Re-solicit ¾-Ton Trucks with Service Bodies (3), in the amount of $101,988 (each vehicle priced at $33,996).

    [Funding: Fund 001, General Fund; Cost Center 310204, Facilities Priority One, Object Code 56401, Machinery & Equipment]

    The solicitation was emailed to 42 known vehicle dealers in Florida – including local firms. 19 firms viewed the solicitation and 18 downloaded the solicitation documents. One bid response was received.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 2 through 18.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

18. Recommendation: That the Board authorize the County Administrator to sign the Purchase Order to Bozard Ford Company, for the purchase of 3 transit vans, per the terms and conditions of PD 18-19.090, Re-Solicit Transit Vans for Corrections (3), in the amount of $149,988.

    [Funding: Fund 352, LOST III; Cost Center 290407, Detention Capital Project; Object Code 56401, Machinery & Equipment]

    This solicitation was emailed to 36 known firms in Florida - including local firms. 12 Firms viewed the solicitation details and 9 firms downloaded the solicitation documents. One bid response was received.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 2 through 18.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board approve the allocation of $5,000 Law Enforcement Trust (LET) Funds to Autism Pensacola Inc., per the requirements of F.S. 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2018/2019:

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

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

Motion: Move Items 1, 2, and 3 on the Discussion
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

2. Recommendation: That the Board take the following action regarding the acquisition of a parcel of real property (approximately 4.07acres), located at 1000 Pinoak Lane, from John J. and Valerie L. Davis:

   A. Authorize the purchase of this property, located at 1000 Pinoak Lane, for the averaged appraised value of $318,500, from John J. and Valerie L. Davis;

   B. Approve the Contract for Sale and Purchase for the acquisition of a parcel of real property located at 1000 Pinoak Lane (approximately 4.07 acres); and

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

   This property is located in Commission District 5.

   [Funding Source: Fund 352, Local Option Sales Tax (LOST) III, HMGP Pinoak Lane Acquisition, Cost Center 210130, Object Code 56101, Project #18EN4055]

Motion: Move Items 1, 2, and 3 on the Discussion
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Recommendation: That the Board take the following action concerning the Amendment to Agreement for Services at an Onsite Center with Concentra Health Services, Inc., for the Employee Health Clinic:

   A. Approve the Amendment to Agreement for Services at an Onsite Center with Concentra Health Services, Inc., to extend the term for one additional year and update staffing requirements for the Employee Health Clinic; and

   B. Authorize the Chairman to sign the Amendment to Agreement for Services at an Onsite Center between Concentra Health Services and Escambia County.

   [Funding Source: Fund 501, Internal Service Fund]

Motion: Move Items 1, 2, and 3 on the Discussion
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

4. Recommendation: That the Board select from the following action concerning the Forest Creek Apartments Flood Mitigation Assistance Agreement:

   A. Authorize staff, by super majority vote, to make an offer on the Forest Creek Apartments, not to exceed $11.9 million, the Grant allowed maximum (the average of two County appraisals is $10 million);

   B. Direct staff regarding the inclusion of the project based vouchers associated with the property as part of acquisition negotiations;

   C. Identify the 10% local match funds of $1,947,747.74; and

   D. Request an extension from the State of Florida Emergency Management;

      OR

   E. Terminate the Agreement.

(Continued on Page 31)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

4. Continued…

[Funding: FEMA Flood Mitigation Grant, Fund and Cost Center to be determined; Match funding, Fund and Cost Center to be determined]

Motion: Move the Item A, B, C, and D in the affirmative, with the only change being to identify the local match as the RESTORE dollars
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-1, with Commissioner Underhill voting "no"
Speaker(s): Melissa Pino

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board approve a proposed settlement agreement in the sum of $35,000.00 payable to Joseph DeJoie, III in exchange for a resolution of Mr. DeJoie's claim relating to an October 30, 1995 accident. The self-insured retention has been exceeded and Midwest Employer's Casualty, the excess carrier for this claim, will be responsible for the full amount of the settlement.

Motion: Move all four Items [in the County Attorney's Report]
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

2. Recommendation: At the request of Commissioner Steven Barry, that the Board:

   A. Accept the Pedestrian Access Easements from Jane Rollo Franklin and James and Sara Fiveash in connection with the WIllowbrook Drainage Project; and

   B. Authorize payment of incidental expenses associated with recording the easements in the public records; and

   C. Authorize the Chairman or Vice-Chairman to sign the acceptance of the easements.

Motion: Move all four Items [in the County Attorney's Report]
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

3. Recommendation: That the Board authorize settlement of the Notice of Claim filed by David Keltner in the sum of $62,500.00 in exchange for the execution of a general release and hold harmless agreement, including a Medicare release addendum.

Motion: Move all four Items [in the County Attorney's Report]
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

II. FOR INFORMATION

1. Recommendation: That the Board accept the following information:

Escambia County was previously joined as a Defendant in the above referenced foreclosure action.

The County retained an interest in certain real property owned by Renee A. Ansley by virtue of an Order of the Environmental Enforcement Special Magistrate and corresponding Order certifying costs in the matter of CE#09-08-05781. The current lien for fines, court costs and abatement fees totaled $5,644.50. The County's interest was subordinate to the Plaintiff's mortgage interest. Following the entry of final judgment and the sale of the subject property, a surplus was retained by the Clerk of the Circuit Court and Comptroller. The County timely filed a Motion for Disbursement of Surplus Funds, and the court granted the County's motion and ordered the Clerk to disburse to the County a portion of the surplus funds held in the court's registry in the amount of $5,644.50.

Motion: Move all four Items [in the County Attorney's Report]
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

ITEMS ADDED TO THE AGENDA – COMMISSIONER DOUGLAS B. UNDERHILL

1. Recommendation: That the Board approve the funding allocation of $5,000 from Commissioner Doug Underhill's discretionary funds, to be used for the West Florida Defense Alliance Custom Website Development.

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

Motion: Move the we allocate $5,000 from my discretionary fund to the funding of the West Florida Defense Alliance military family outreach effort including their website development
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Recommendation: That the Board approve the funding allocation of $5,000 from District 1's LOST IV discretionary funds, to be used to obtain an engineering study in preparation for an LOST project, to address stormwater, drainage and earth stabilization in the Sarasota St. area of the Floridian Phase II subdivision.

   [Funding: Fund 353, Discretionary, Cost Center 110102, Object Code 56301]

Motion: Move that we allocate $5,000 from my Local Option Sales Tax District 1 discretionary so that we can do an engineering study for the Sarasota Street area Floridian Phase II subdivision
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Recommendation: That the Board approve the request for $500 to be funded from District V Discretionary Fund, for the Cantonment Improvement Committee for their Back to School Bash, and approve the Purchase Order for this purpose to be funded up front.

Motion: Move that the Board support $500 from District 5 discretionary dollars to Cantonment Improvement Committee for their Back to School Bash and allow for the purchase order on this to be funded up front
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1. Recommendation: That the Board approve the Funding Allocation of $4,400 from Commissioner Lumon May's Discretionary Fund to Escambia County Parks Department.

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

Motion: Move the recommendation concerning discretionary dollars of $4,400 from Commissioner May's discretionary to support the purchase of sports equipment and uniforms for school age children in Escambia County
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman May declared the Regular Meeting of the Board of County Commissioners adjourned at 6:37 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: August 15, 2019

MINUTES OF THE SPECIAL MEETING OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

AUGUST 8, 2019

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Krykyt Fisher, Office Assistant III, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, 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

AGENDA NUMBER

1. Call to Order

   Chairman May called the Special Meeting of the Board of County Commissioners to order at 8:02 a.m.

2. Proof of Publication

   The Board was advised by DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office, that the meeting was advertised in the *Pensacola News Journal* on August 3, 2019, in the Board's Weekly Meeting Schedule.

3. Adoption of the Agenda

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

Motion: Move to adopt the agenda
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

AGENDA NUMBER - Continued

4. Ranking of Firms for OLF-8 Master Plan

Recommendation: That the Board take the following action:

A. Rank the following three firms as the first, second, and third most qualified based upon the selection criteria (provided below) included in PD 17-18.105, OLF-8 Master Plan:

   1. Associated Space Design, Inc., dba ASD|SKY;

   2. Atkins North America, Inc.; and

   3. DPZ CoDESIGN, LLC; and

B. Authorize the Selection/Negotiation Committee to negotiate an Agreement and fee proposal with the number one ranked firm.

Selection Criteria:

1. Strategy for addressing Plan Objectives - 15 Points;
2. Approach for conducting the Existing Conditions Analysis and Technical Analysis - 15 Points;
3. Approach for conducting Economic Impact Analysis - 20 Points;
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 objective - 20 Points;
5. Demonstration of successfully implementing other similar master plan - 15 Points; and
6. Strategy for implementing the OLF-8 Master Plan - 15 Points.

Motion: Move that we accept the Board's vote and award to DPZ CoDesign, LLC **For Information:** Paul Nobles, Purchasing Manager, advised the Board of the process for scoring and tabulating votes. The Board then recessed at 8:07 and reconvened at 8:15 and handed in their score sheets.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): Kara Cardona

ADJOURNMENT

There being no further business to come before the Board, Chairman May declared the Special Meeting of the Board of County Commissioners adjourned at 8:25 a.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: August 15, 2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16593 **Growth Management Report 9. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/15/2019
Issue: 9:15 a.m. - A Public Hearing - Comprehensive Plan Large Scale Amendment LSA 2019-01
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

9:15 a.m. - A Public Hearing Concerning the Review of Comprehensive Plan Large Scale Amendment LSA 2019-01

That the Board of County Commissioners (BCC) review and approve transmittal to DEO, an Ordinance amending the Comprehensive Plan, Chapter 7, 2030 FLU map, for the specific parcel, requesting to change the existing FLUM designation from Public (P) to Mixed-Use Urban (MU-U) and amending Chapter 7, "The Future Land Use Element, OBJ FLU 5.1 NFCU Urban Service Area Boundary Map," to expand the Navy Federal Credit Union Urban Service Area (NFCU-USA) by 98.03 (+/-) acres.

The Planning Board recommended transmittal of the large Scale Amendment at the August 6, 2019 meeting. This serves as the first of two public hearings.

BACKGROUND:

The applicant is requesting a Future land Use Map change from Public (P) FLUM to Mixed Use Urban (MU-U), in order to accommodate the expansion of the Urban Service area and additional parking for the existing development.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Kia M. Johnson, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Comprehensive Plan, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the Comprehensive Plan FLUM and distribution
of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance
Clean Ordinance
Workiing case file LSA-2019-01
Staff Analysis

ORDINANCE NUMBER 2019-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PORTION OF A PARCEL, WHICH IS LOCATED WITHIN SECTION 04, TOWNSHIP 1S, RANGE 31W, AND WHICH IS IDENTIFIED AS A PORTION OF PARCEL ID NUMBER 05-1S-31-1101-000-000, PARCEL PORTION TOTALING 98.03 (+/-) ACRES AND LOCATED WEST OF THE INTERSECTION OF INTERSTATE 10 AND W. NINE MILE ROAD/US HIGHWAY 90A AND WITH AN ADDRESS OF NAVY OLF8: 5501 FRANK REEDER ROAD AND 9045 SECURITY PLACE, FROM PUBLIC (P) TO MIXED-USE URBAN (MU-U) AND AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT, OBJ FLU 5.1 NFCU URBAN SERVICE AREA BOUNDARY MAP" TO EXPAND NAVY FEDERAL CREDIT UNION URBAN SERVICE AREA (NFCU-USA) BY 98.03 (+/-) ACRES; PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, Escambia County wants to expand/modify the Urban Service Area as defined in Chapter 163.3164(50), Florida Statutes with the unincorporated areas of the county; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2019-01 with the expansion of Navy Federal Credit Union Urban Service Area Boundary."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

> A parcel of land which is located within Section 04, Township 1S, Range 31W, and which is identified as a portion of parcel ID number 05-1S-31-1101-000-000, parcel totaling 98.03 (+/-) acres and located West of the intersection of Interstate 10 and W. Nine Mile Road/US Highway 90A and with an address of 5501 Frank Reeder Road and 9045 Security Place, as more particularly described in the Boundary Survey produced by David D. Glaze, registered land surveyor from Pitman Glaze and Associates, Inc., dated 06/06/2019, attached as Exhibit A, from Public (P) to Mixed-Use Urban (MU-U) and the expansion of OBJ FLU 5.1 NFCU Urban Service Area Boundary Map to include an additional 98.03 (+/-) acres.

Section 4. Severability

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

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

DRAFT

INTENTIONALLY LEFT BLANK

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2019-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PORTION OF A PARCEL, WHICH IS LOCATED WITHIN SECTION 04, TOWNSHIP 1S, RANGE 31W, AND WHICH IS IDENTIFIED AS A PORTION OF PARCEL ID NUMBER 05-1S-31-1101-000-000, PARCEL PORTION TOTALING 98.03 (+/-) ACRES AND LOCATED WEST OF THE INTERSECTION OF INTERSTATE 10 AND W. NINE MILE ROAD/US HIGHWAY 90A AND WITH AN ADDRESS OF NAVY OLF8: 5501 FRANK REEDER ROAD AND 9045 SECURITY PLACE, FROM PUBLIC (P) TO MIXED-USE URBAN (MU-U) AND AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT, OBJ FLU 5.1 NFCU URBAN SERVICE AREA BOUNDARY MAP" TO EXPAND NAVY FEDERAL CREDIT UNION URBAN SERVICE AREA (NFCU-USA) BY 98.03 (+/-) ACRES; PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, Escambia County wants to expand/modify the Urban Service Area as defined in Chapter 163.3164(50), Florida Statutes with the unincorporated areas of the county; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

DRAFT

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2019-01 with the expansion of Navy Federal Credit Union Urban Service Area Boundary."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

> A parcel of land which is located within Section 04, Township 1S, Range 31W, and which is identified as a portion of parcel ID number 05-1S-31-1101-000-000, parcel totaling 98.03 (+/-) acres and located West of the intersection of Interstate 10 and W. Nine Mile Road/US Highway 90A and with an address of 5501 Frank Reeder Road and 9045 Security Place, as more particularly described in the Boundary Survey produced by David D. Glaze, registered land surveyor from Pitman Glaze and Associates, Inc., dated 06/06/2019, attached as Exhibit A, from Public (P) to Mixed-Use Urban (MU-U) and the expansion of OBJ FLU 5.1 NFCU Urban Service Area Boundary Map to include an additional 98.03 (+/-) acres.

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

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

DRAFT

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

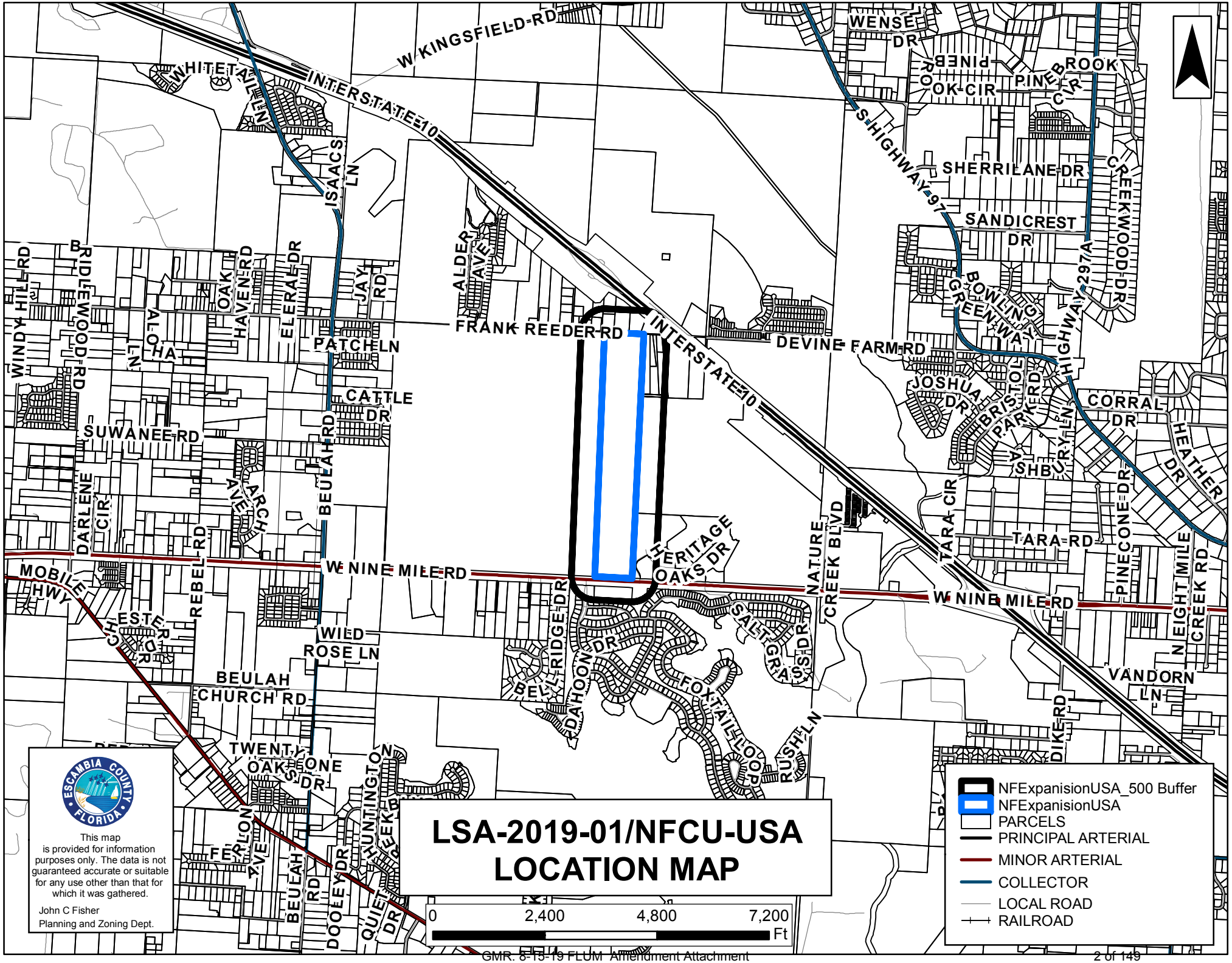
By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

LSA-2019-01

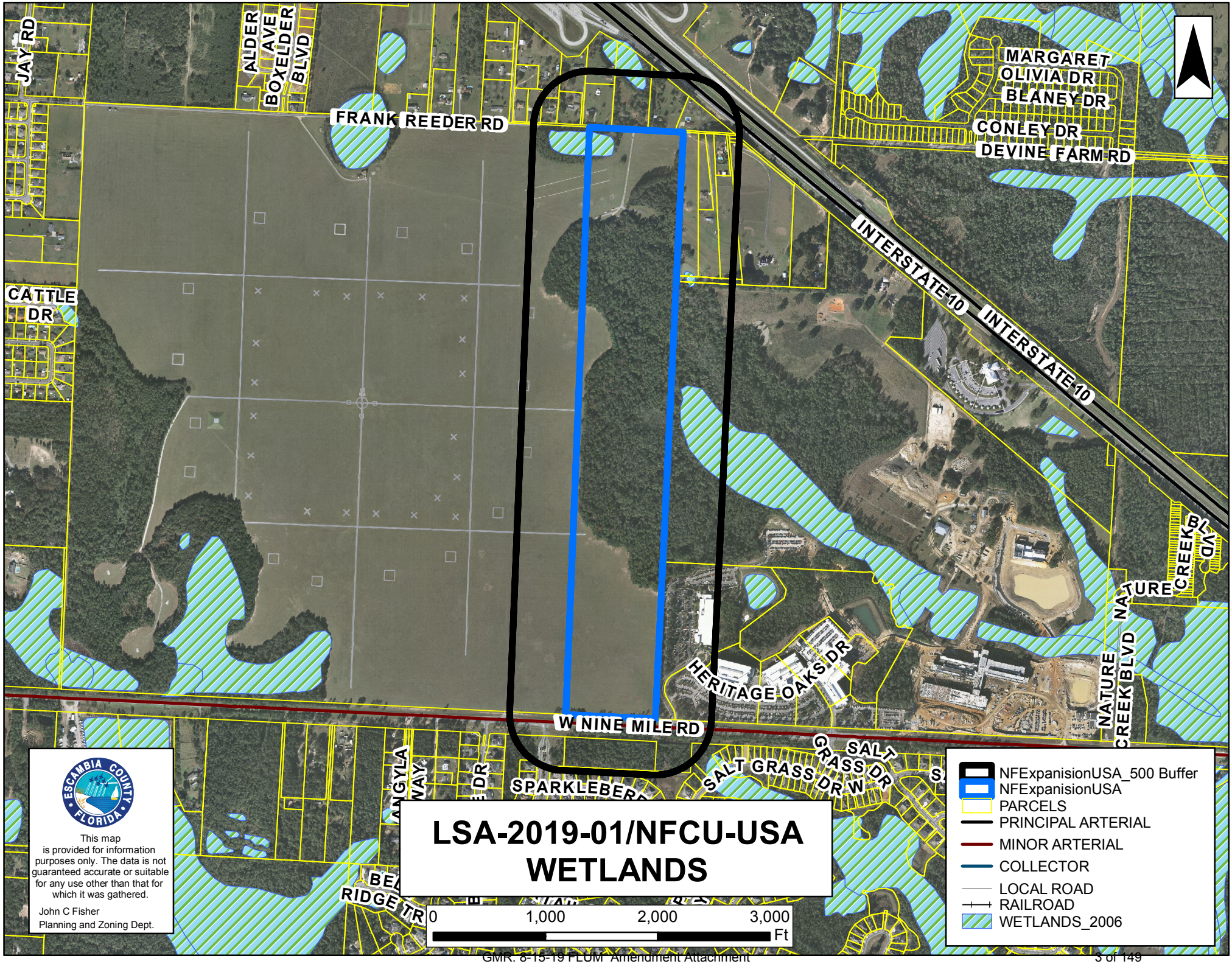


LSA-2019-01/NFCU-USA LOCATION MAP

ESCAMBIA COUNTY FLORIDA

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

John C Fisher
Planning and Zoning Dept.


JAY RD
ALDER AVE
BOXELDER BLVD
FRANK REEDER RD
MARGARET OLIVIA DR
BLANEY DR
CONLEY DR
DEVINE FARM RD
INTERSTATE 10
INTERSTATE 10
CATTLE DR
NATURE CREEK BLVD
NATURE CREEK BLVD
HERITAGE OAKS DR
W NINE MILE RD
SALT GRASS DR W
SALT GRASS DR
SPARKLEBERRY
RIDGE TR
LSA-2019-01/NFCU-USA
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NFExpanisionUSA
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
WETLANDS_2006
ESCAMBIA COUNTY FLORIDA
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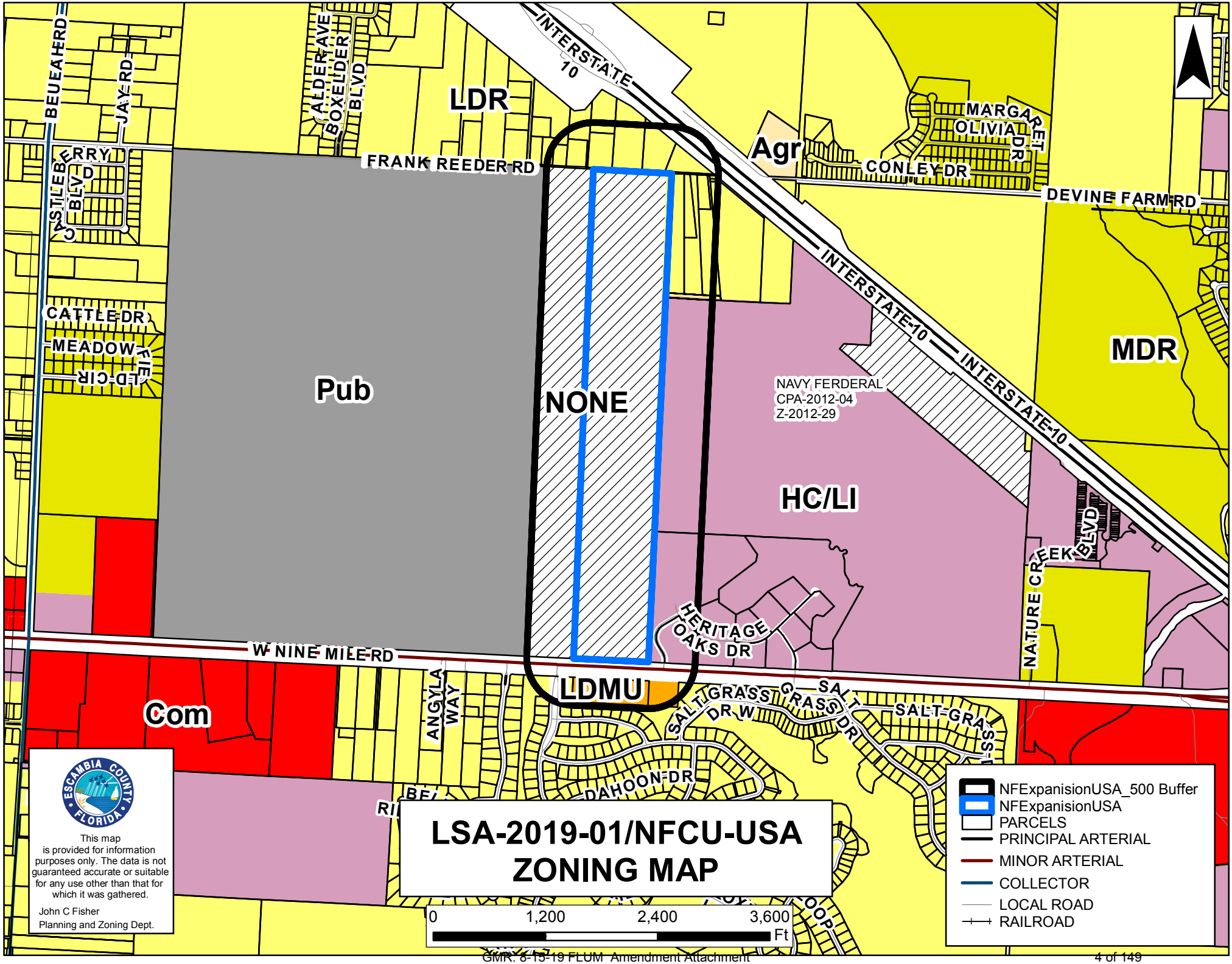
Planning and Zoning Dept.


LDR
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HC/LI
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INTERSTATE 10
FRANK REEDER RD
CONLEY DR
DEVINE FARM RD
MARGARET OLIVIA DR
ALDER AVE
BOXELDER BLVD
BEUEA HRD
JAY RD
CASTLEBERRY BLVD
CATTLE DR
MEADOW FIELD CIR
W NINE MILE RD
HERITAGE OAKS DR
NATURE CREEK BLVD
ANGYLA WAY
SALT GRASS DR W
SALT GRASS DR
DAHOON DR
NAVY FERDERAL
CPA-2012-04
Z-2012-29
LSA-2019-01/NFCU-USA
ZONING MAP
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NFExpanisionUSA
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
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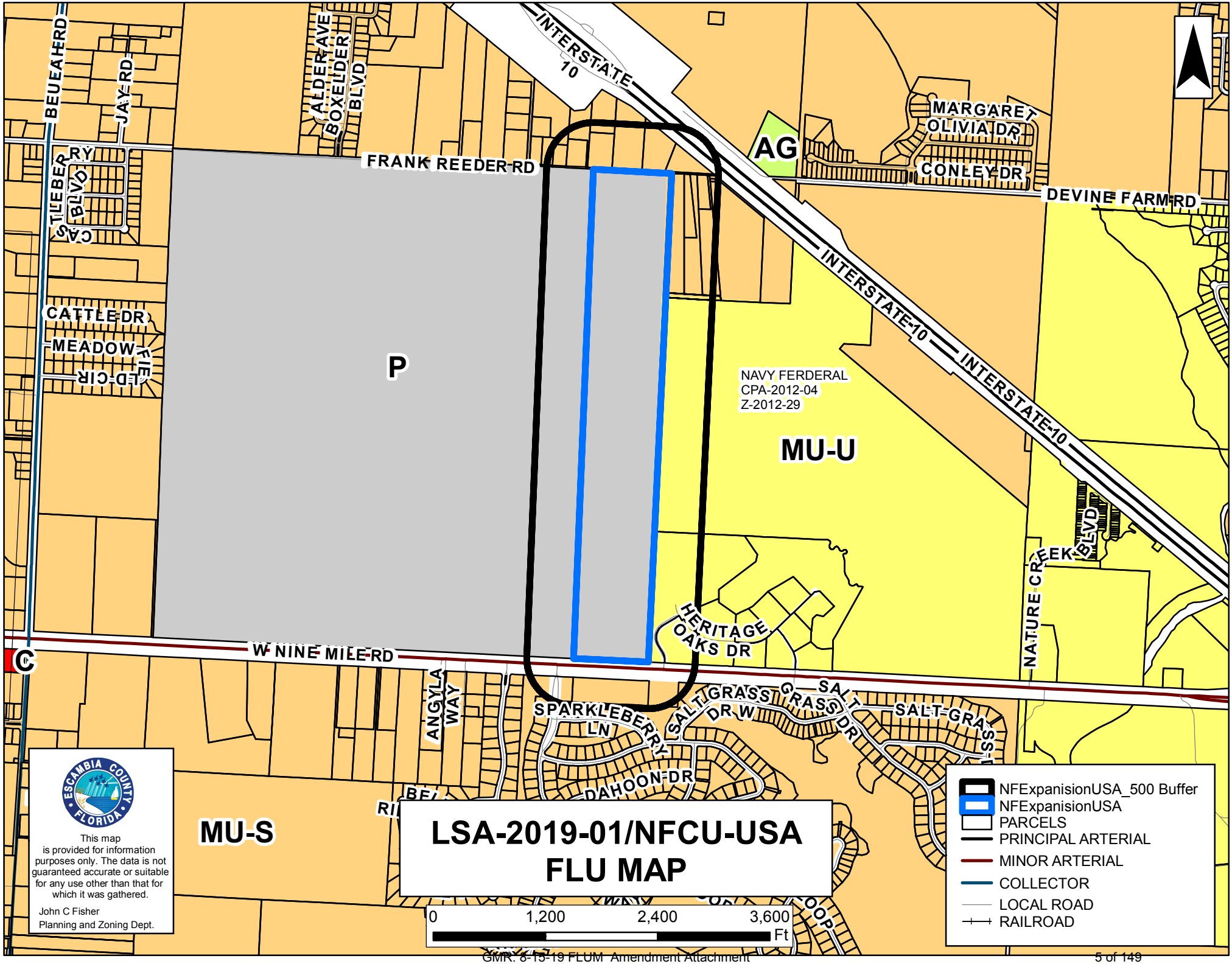
Planning and Zoning Dept.


LSA-2019-01/NFCU-USA
FLU MAP
NAVY FERDERAL
CPA-2012-04
Z-2012-29
P
AG
MU-U
MU-S
C
FRANK REEDER RD
W NINE MILE RD
INTERSTATE 10
BEULAH RD
JAY RD
CATTLE DR
MEADOW FIELD CIR
ALDER AVE
BOXELDER BLVD
MARGARET OLIVIA DR
CONLEY DR
DEVINE FARM RD
NATURE CREEK BLVD
HERITAGE OAKS DR
ANGYLA WAY
SPARKLEBERRY LN
SALT GRASS DR W
SALT GRASS DR
DAHOON DR
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John C Fisher
Planning and Zoning Dept.
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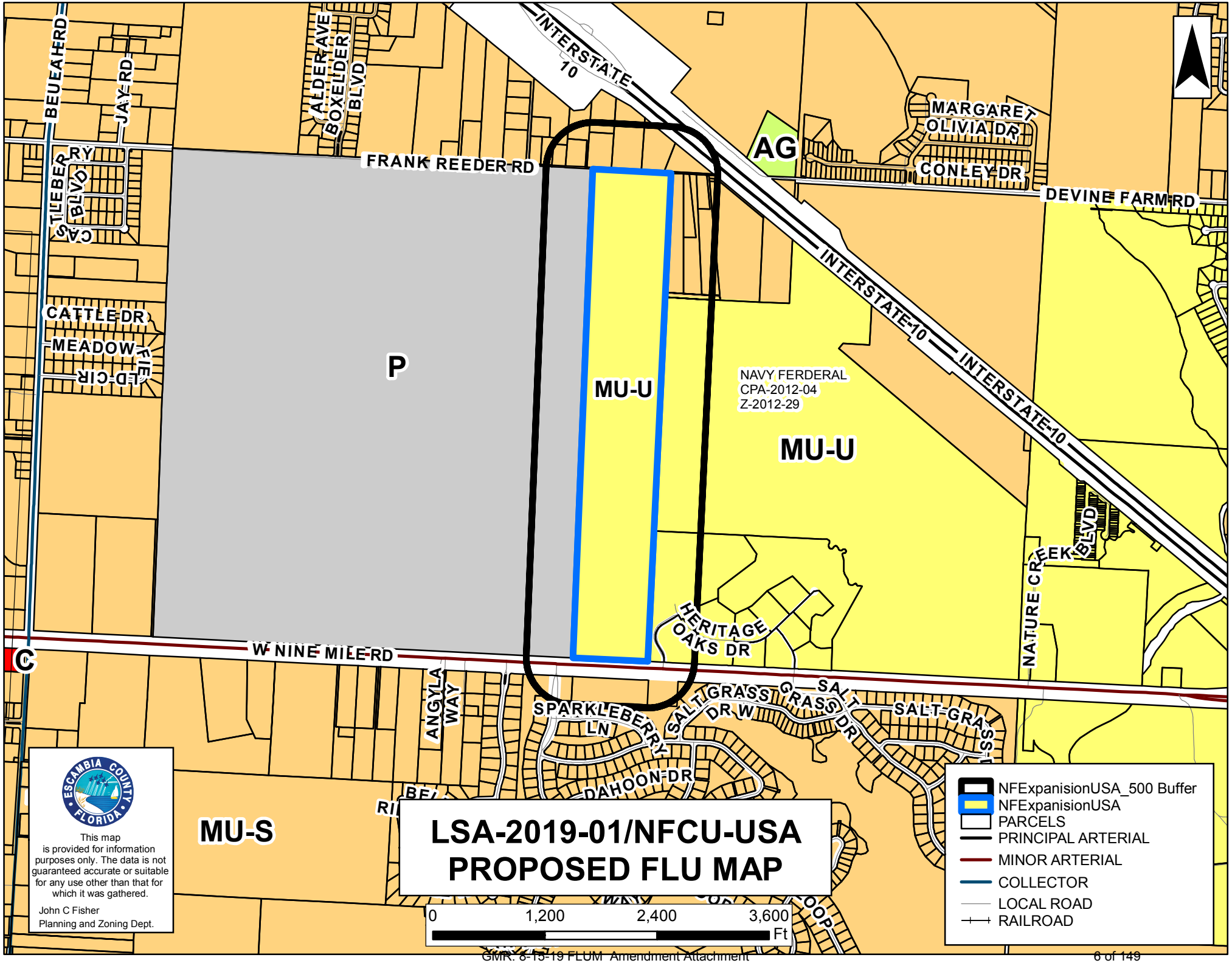
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD


LSA-2019-01/NFCU-USA
PROPOSED FLU MAP
NAVY FERDERAL
CPA-2012-04
Z-2012-29
P
MU-U
MU-U
MU-S
AG
C
FRANK REEDER RD
INTERSTATE 10
INTERSTATE-10
W NINE MILE RD
DEVINE FARM RD
CONLEY DR
MARGARET OLIVIA DR
CATTLE DR
MEADOW FIELD CIR
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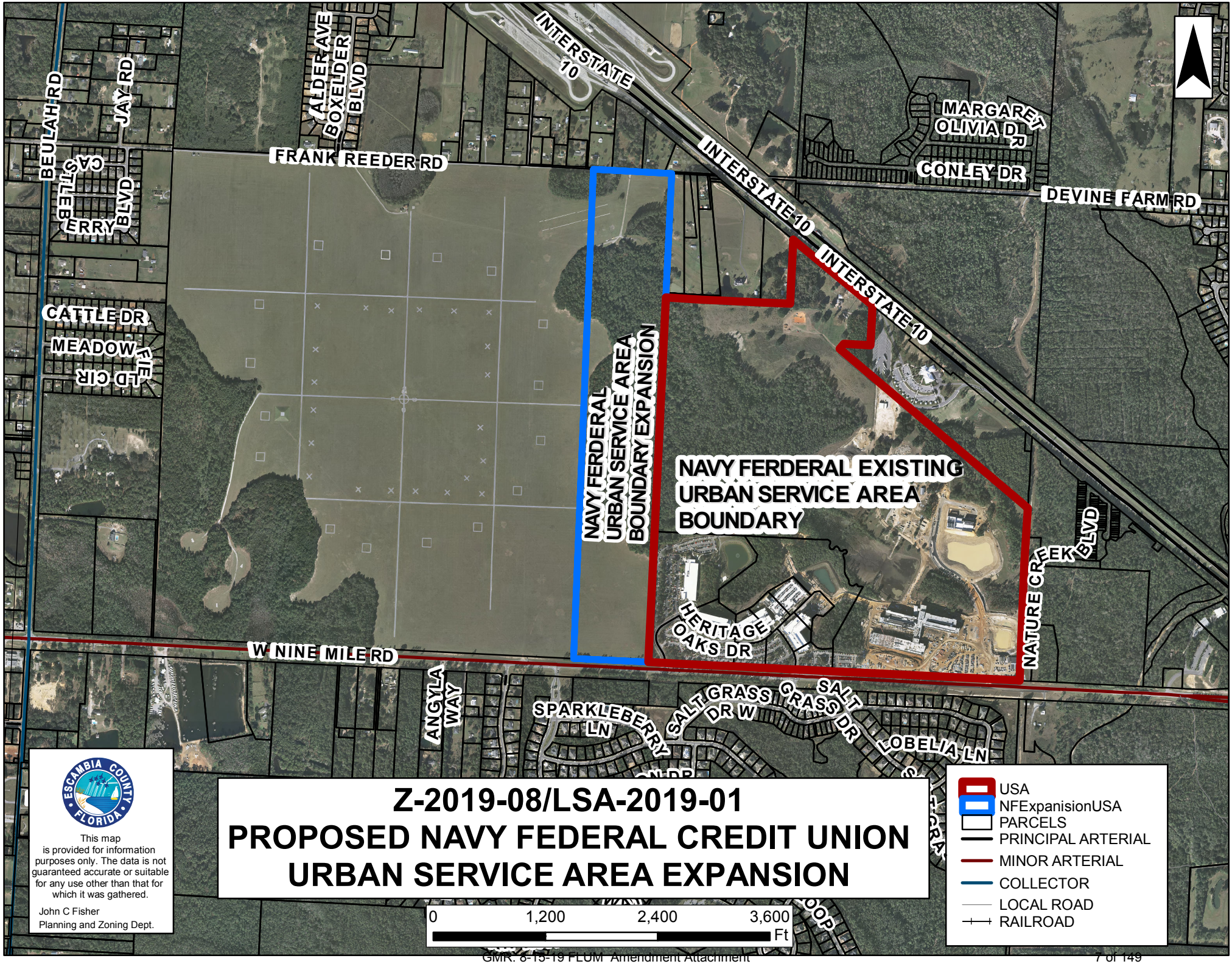
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD



Z-2019-08/LSA-2019-01
PROPOSED NAVY FEDERAL CREDIT UNION URBAN SERVICE AREA EXPANSION

ESCAMBIA COUNTY FLORIDA

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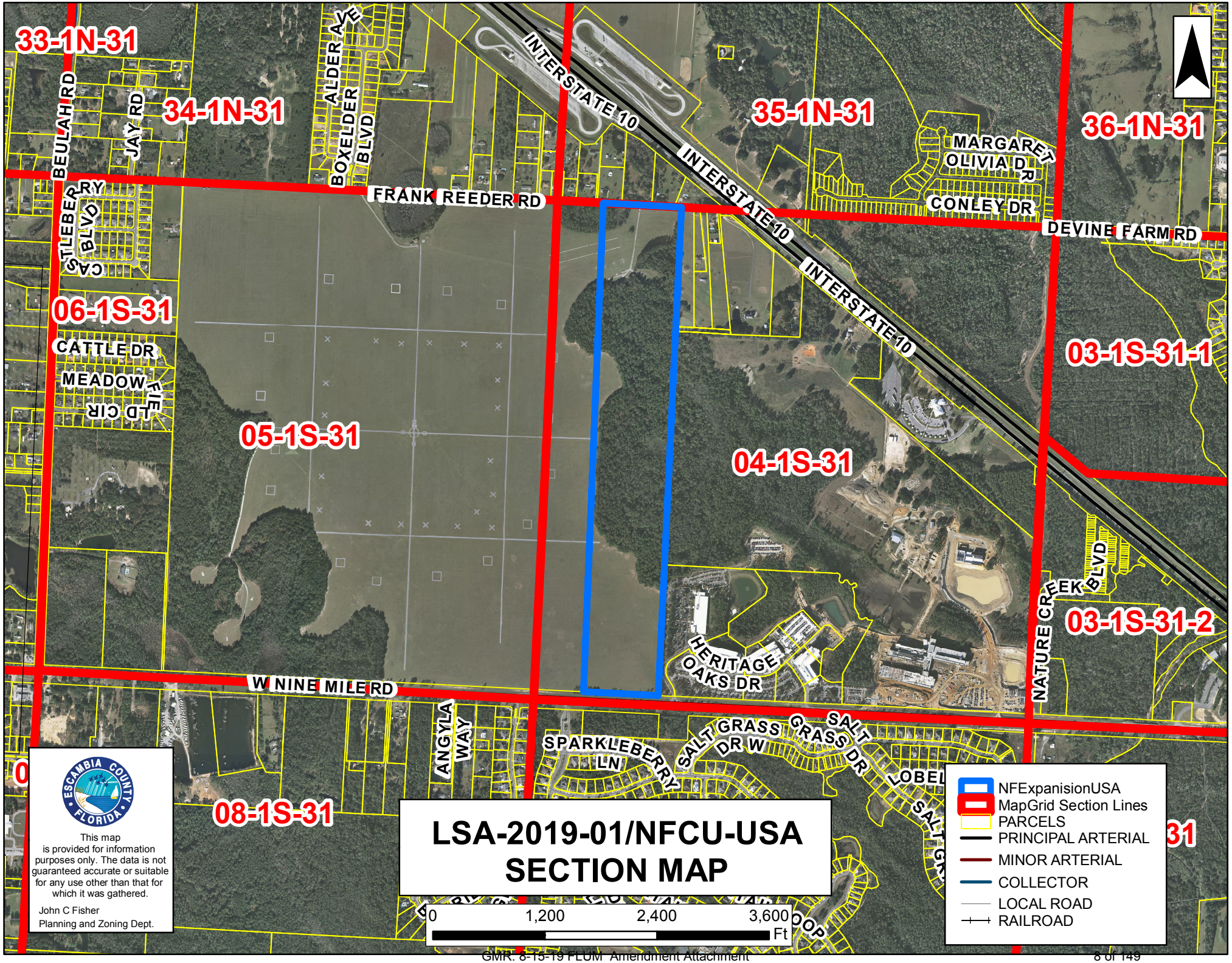
John C Fisher
Planning and Zoning Dept.



LSA-2019-01/NFCU-USA SECTION MAP

PUBLIC HEARING SIGNS ON FRANK REEDER ROAD LOOKING EAST

FROM FRANK REEDER ROAD LOOKING SOUTHEAST AT SUBJECT PROPERTY

FROM FRANK REEDER ROAD LOOKING SOUTHWEST

FROM FRANK REEDER ROAD LOOKING WEST

FROM FRANK REEDER ROAD LOOKING NORTHEAST

FROM NINEMILE ROAD/US HIGHWAY 90A LOOKING PUBLIC HEARING SIGNS

FROM NINEMILE ROAD/US HIGHWAY 90A LOOKING EAST

FROM NINEMILE ROAD/US HIGHWAY 90A LOOKING NORTHWEST

FROM NINEMILE ROAD/US HIGHWAY 90A LOOKING WEST

FROM NINEMILE ROAD/US HIGHWAY 90A LOOKING NORTHEAST

FROM NINEMILE ROAD/US HIGHWAY 90A LOOKING NORTH AT SUBJECT PROPERTY

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION

CHECKLIST

1. ✓ Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).
2. ✓ Letter of request, including reason(s) for map amendment and desired future land use category
3. ✓ Completed Application which includes (Notarized Affidavit of Ownership and Authorization, Notarized Affidavit of Ownership and Limited Power of Attorney if agent will act in owner's behalf, and Concurrency Determination Acknowledgement.)
4. ✓ Proof of Ownership (Copy of Warranty Deed or Tax Notice) Also need copy of Contract for Sale if the change of ownership has not yet been recorded.
5. ✓ Street Map depicting general property location
6. ✓ Legal Description of exact property area proposed for a future land use map amendment, including:
   - ✓ Street Address
   - ✓ Property Reference Number(s)
   - ✓ Boundary Survey
   - ✓ Total acreage requested for amendment
7. ✓ Land Use Map Amendment Application fee
8. ✓ Complete Data and Analysis (See applicable page herein)

FUTURE LAND USE MAP AMENDMENT APPLICATION

Letter of Request

Escambia County is currently under contract to sell to Navy Federal Credit Union a portion of the former Navy OLF8 site, immediately adjacent to and west of NFCU's existing Beulah campus. A copy of the purchase agreement between NFCU and the County is attached as Exhibit A. The approval of this FLU Map Amendment Application is a condition precedent to the closing of that transaction.

The property currently has a FLU designation of "Public", a designation which exclusively provides for uses or facilities owned or managed by the Federal, State or county government or other public institution or agency. Upon completion of the County's sale to NFCU, the property will no longer be publicly owned or managed, making "Public" an inappropriate FLU designation. Amending the FLU map is necessary and clearly warranted.

As detailed below, NFCU is requesting the FLU map be amended to apply the MU-U and NFCU-USA designations currently held by its adjacent Beulah campus to the property at issue. The requested FLU map amendments will benefit the County, community and NFCU by permitting uniform FLU designations across NFCU's Beulah campus, to ensure and assist in its continued orderly development and use.

Please note that NFCU is simultaneously submitting a Rezoning Application, requesting a change to the current zoning classification of the property from "none" to "HC/LI" – a classification which mirrors that of NFCU's adjacent campus and is necessary for implementation of the requested FLU map amendments.

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT ✓ LSA 2019-01
Current FLU: P Desired FLU: MU-U Zoning: _____ Taken by: A Lindsay
Planning Board Public Hearing, date(s): _____
BCC Public Hearing, proposed date(s): 8/17/19 transmittal
Fees Paid #2969.50 Receipt #_____ Date: 6/19/2019

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Escambia County Board of County Commissioners

Address: 221 Palafox Place, Suite 420

City: Pensacola State: FL Zip Code: 32502

Telephone: (850) 595-4970

Email: sgwest@myescambia.com

DESCRIPTION OF PROPERTY:

Street address: Currently unassigned but identified as Navy OLF8 – Frank Reeder Road; County has confirmed addresses to be assigned to the property subject to this Application are as follows: 5501 Frank Reeder Road and 9045 Security Place, both in Pensacola, FL 32526

Property reference number: A portion of 051S311101000000

Size of Property (acres): 98.03

Preliminary sketch survey and legal description of the property are attached as Exhibit B. Final survey is in-process and will be provided promptly upon receipt.

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION
AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Signature (Property Owner) Printed Name Date

Signature (Agent's Name (or owner if representing oneself) Adam Cobb Printed Name 6/19/19 Date

Address: 30 S. Spring Street

City: Pensacola State: FL Zip: 32502

Telephone: (850) 361-4865 Fax # (850) 434-5856

Email: acobb@esclaw.com

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 19th day of June, year of 2019 by, Adam Cobb 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.

Patricia M. Goliwas 6/19/19 Patricia M. Goliwas
Signature of Notary Public Date Printed Name of Notary
My Commission Expires _____ Commission No. _____
(Notary seal must be affixed)

PATRICIA M. GOLIWAS
Notary Public, State of Florida
My Comm. Expires Mar. 27, 2020
Commission No. FF 952621

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at Navy OLF8 – Frank Reeder Road, Pensacola, Florida, Property Reference Number(s) 051S311101000000, I hereby designate Navy Federal Credit Union, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property This Limited Power of Attorney is granted on this 19 day of June, 2019, and is effective until the Board of County Commissioners 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 Planning and Zoning Department.

Signature of Property Owner	Date	Printed Name of Property Owner
	19 JUN 19	Keith Hoskins
Signature of Agent	Date	Printed Name of Agent

STATE OF _____
COUNTY OF _____
The foregoing 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 Public

Commission Number_____My Commission Expires _____
(Notary seal must be affixed)

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF PURCHASER AND LIMITED POWER OF ATTORNEY

As contract purchaser from and authorized agent of the owner of the property located at Navy OLF8 – Frank Reeder Road, Pensacola, Florida, Property Reference Number(s) 051S31110100000. I hereby designate Emmanuel Sheppard & Condon and Adam C. Cobb, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property This Limited Power of Attorney is granted on this_____day of June, 2019, and is effective until the Board of County Commissioners 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 Planning and Zoning Department.

19 JUN 19 — Keith Hoskins
Signature of Contract Purchaser — Date — Printed Name of Contract Purchaser

6/19/19 — Adam Cobb
Signature of Agent — Date — Printed Name of Agent

STATE OF Florida
COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 19th day of June, year of 2019, by Keith Hoskins 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.

Monica Macpherson — 19 June 2019 — Monica Macpherson
Signature of Notary Public — Date — Printed Name of Notary Public

Commission Number GG 202369 My Commission Expires 04-06-22
(Notary seal must be affixed)

MONICA MACPHERSON
MY COMMISSION # GG 202369
EXPIRES: April 6, 2022
Bonded Thru Notary Public Underwriters

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: Navy Federal Credit Union Partial Acquisition of Former Navy OLF8

Property reference #: Section 5 Township 1S Range 31

Parcel # a portion of 051S311101000000

Project Address: 5501 Frank Reeder Road and 9045 Security Place, both in Pensacola, FL 32526

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 19th **DAY OF** June **, 20** 19

Owner's signature — **Owner's name (print)** Adam Cobb

Agent's signature — **Agent's name (print)**

DATA AND ANALYSIS REQUIREMENTS

1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.

- Please note that there are currently no pending development requests before the County regarding the property. Any development will proceed only after obtaining those appropriate and necessary County, State and Federal approvals and permits.

A. Sanitary Sewer

ECUA has confirmed infrastructure and service are available to the property to service development under the requested FLU designations. See letters from ECUA attached as Exhibit C.

B. Solid Waste Disposal

NFCU will ensure provision of adequate solid waste disposal services during its ownership, development or use of the property, in accordance with the requirements of the Escambia County LDC. Any solid waste disposal issues will be appropriate addressed at the County Development Review phase prior to any development of the property.

C. Potable Water

ECUA has confirmed infrastructure and service are available to the property to service development under the requested FLU categories. See letters from ECUA attached as Exhibit C. Any potable water issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

D. Stormwater Management

Any development of the property will be done in a manner to meet all applicable stormwater management statutes, regulations and permitting requirements. Any stormwater issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

E. Traffic

NFCU's intended development of the property is for overflow parking and recreational areas and facilities to support its existing Beulah campus. Curb cuts are neither planned nor expected on 9 Mile Road at this time, and primary access to the property is expected to be through NFCU's adjacent campus. Based upon existing timelines, it is expected that the current Nine Mile Road widening project will be complete prior to completion of any development of the property. Any access and traffic issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

F. Recreation and Open Space

As mentioned above, NFCU intends to use the property for recreational space and facilities, and further intends to allow the public access to certain portions of the same under reasonable conditions. Any recreation and open space issues issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

G. Schools.

The requested FLU map amendment to NFCU-USA limits the property to non-residential uses (see, FLU5.1.11). As a result, the proposed amendment will not adversely affect school-related levels of service.

H. Power.

Gulf Power has confirmed infrastructure and service are available to the property to service development under the requested FLU categories. See letter from Gulf Power attached as Exhibit D.

The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

2. Proximity to and impact on the following:

A. Wellheads (indicate distance and location to nearest wellhead).

County GIS records indicate the nearest wellhead is located near the intersection of Nine Mile Road and Gulledge Lane, approximately 10,800 feet east of the eastern boundary of the property. The property is well beyond the 1000-foot radius buffer surrounding the well indicated by The Source Water Assessment and Protection Program, and future development of the property poses no impact to the well.

B. Historically significant sites (available from Florida Master Site File, Division of Historical Resources; email *sitefile@dos.state.fl.us*) Request form attached.

A Phase I Archeological Study is currently underway and will be provided to County staff promptly upon completion. Any historically significant sites will be appropriately addressed at the County Development Review phase prior to any development of the property.

C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property).

The County's own wetland survey of the property and balance of the OLF8 site is attached as Exhibit E. A Preliminary Threatened and Endangered Species Report dated June 18, 2019 prepared by 4D Environmental Consultants is attached as Exhibit F. Any natural resource issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein.

The requested FLU map amendments are entirely consistent with the Comprehensive Plan.

The NFCU-USA was created to assure the provision of public facilities, infrastructure and services adequate to serve new development, to encourage efficient development patters and the efficient delivery of public services, while also protecting environmental and historical resources and facilities. The goals, objectives and policies of the NFCU – USA were all adopted specifically and singularly to assist in the long-term master planned development of NFCU's Beulah campus by helping identify, plan for, schedule and implement necessary infrastructure and services (See, Goal FLU 5 of the Escambia County Comprehensive Plan). Development principles within the NFCU-USA also include the following: (a) to promote efficient, compact, master-planned development to accommodate growth programs, patterns and facilities of NFCU, and (b) to encourage development and provision of support services and facilities onsite within the NFCU-USA to serve the daily needs of the employees and visitors to the site. (See, FLU 5.1.9 of the Escambia County Comprehensive Plan). In short, the NFCU-USA designation was adopted to facilitate and encourage the orderly growth management of NFCU's Beulah campus.

Upon completion of NFCU's purchase, the property will become a part of NFCU's Beulah campus. Amending the FLU map to include the property in the NFCU-USA designation will ensure that any future development and use is consistent with and in furtherance of the NFCU-USA goals and policies already in place and applicable to the balance of NFCU's existing campus. Additionally, FLU 5.1.11 of the Comprehensive Plan requires that MU-U be the FLU designation underlying the NFCU-USA. NFCU's requested FLU map amendments are consistent with the Comprehensive Plan.

Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources

To request a search for previously recorded cultural resources, fill in the **Township** (circle North or South), **Range** (circle East or West), & **Section** number(s) of your project area.

Please include a photocopy of the appropriate USGS quad map with your project area clearly marked.

Township: _____ (North **or** South) ***Range***: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known): _____

Township: _____ (North **or** South) ***Range***: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known): _____

Township: _____ (North **or** South) ***Range***: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known): _____

Township: _____ (North **or** South) ***Range***: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known): _____

Return To: Name: _____
Organization: _____
Phone: _____ Fax: _____
Address: _____
_____
Email: _____

Agency/Permit/Project requiring search: _____

Florida Master Site File

Division of Historical Resources / R.A. Gray Building
500 South Bronough St., Tallahassee, Florida 32399-0250
Phone 850.245.6440 / Fax 850.245.6439 / Email *sitefile@dos.state.fl.us*

Office Use Only –H:\DEV SRVCS\FOR-000 Forms\Application Packet Forms-2016\Large & Small Scale Admendment\FLU Application New Fees 6_05_17.docx
(Note: print from Adobe (.pdf) version)

PHASE I CULTURAL RESOURCES ASSESSMENT SURVEY OF A 98.03-ACRE PARCEL IN ESCAMBIA COUNTY, PENSACOLA, FLORIDA

FINAL

PREPARED FOR
NAVY FEDERAL CREDIT UNION

BY
BENJAMIN W. STEWART
L. JANICE CAMPBELL
AEMIE NASH

PRENTICE THOMAS & ASSOCIATES, INC.
REPORT OF INVESTIGATIONS NO. 1530
JULY 2019

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Findings Summary Table

Cultural Resources	Type	East (WGS84)	North (WGS84)	Eligibility Recommendation
PTA-01-2019	Prehistoric Isolated Find	465475	3378556	Ineligible

ABSTRACT

In June of 2019, Prentice Thomas and Associates, Inc., was contracted by Navy Federal Credit Union to conduct a cultural resources assessment survey of a 98.03-acre parcel adjacent to the existing Navy Federal Credit Union Heritage Oaks Campus. The property is located in West Pensacola, approximately two miles east of Beulah, Florida in Section 4 of Township 1 South, Range 31 West, in southwestern Escambia County, Florida. The area consists of 98.03 acres of the U.S. Naval Reservation Outlying Landing Field 8 (OLF8) situated between West 9-Mile Rd (U.S. HWY 90 Alt) to the south and Frank Reeder Rd to the north, abutting the Navy Federal Credit Union Heritage Oaks Campus to the east. A detailed description of the project area (the OLF8 property that Navy Federal is acquiring) survey and survey legal description, as provided by Navy Federal to PTA, is incorporated into this report in Appendix A. The fieldwork was carried out by a two-person archaeological crew under the direction of a field supervisor. The crew conducted an intensive pedestrian survey and subsurface investigation over the entire tract, during which all surface and subsurface exposures were examined. This latter effort was augmented by systematic interval and judgmental shovel testing. A total of 131 (120 survey and 11 recording) 50 cm by 50 cm shovel tests were excavated. The effort resulted in the identification of one archaeological occurrence designated PTA-01-2019, a single unidentified prehistoric ceramic located in the southern portion of the project area. The archaeological occurrence is not eligible for nomination to the National Register of Historic Places (NRHP). No further work is recommended.

ACRONYMS LIST

AC	Artifact Concentration
amsl	above mean sea level
APE	Area of Potential Effect
ARPA	Archaeological Resources Protection Act
BCO	Baked Clay Objects
CFR	Code of Federal Regulations
DHR	Division of Historical Resources
ECUA	Emerald Coast Utility Authority
EPO	Elliotts Point Objects
ERP	Environmental Restoration Program
F.S.	Florida Statute
GIS	Geographic Information Systems
GUIS	Gulf Islands National Seashore
INQUA	International Union for Quaternary Research
IUGS	International Union of Geological Sciences
LABINS	Land Boundary Information System
NAGPRA	Native American Grave Protection and Repatriation Act
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NPS	National Park Service
NRHP	National Register of Historic Places
NFCU	Navy Federal Credit Union
NWR	New World Research, Inc.
OIS	Oxygen Isotope Stage
PTA	Prentice Thomas & Associates, Inc.
RPA	Revised Probability Area
SEAC	Southeast Archeological Center
SHPO	State Historic Preservation Officer
USDA	United States Department of Agriculture
USFS	United States Forest Service
USGS	United States Geological Survey
UF/IFAS	University of Florida Institute of Food a& Agricultural Sciences Extension
UWF-AI	University of West Florida Archaeology Institute

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CHAPTER ONE
INTRODUCTION

In June of 2019, Prentice Thomas and Associates, Inc. (PTA) was contracted by the Navy Federal Credit Union (NFCU) to conduct a cultural resources assessment survey (CRAS) of a 98.03-acre parcel of land in Escambia County, Florida (Figure 1). The property is located in West Pensacola, approximately two miles east of Beulah, Florida in Section 4 of Township 1 South, Range 31 West, in southwestern Escambia County, Florida. The 98.03 acres parcel consists of a portion of the U.S. Naval Reservation Outlying Landing Field 8 (OLF8) situated between West 9-Mile Rd (U.S. HWY 90 Alt) to the south and Frank Reeder Rd to the north, abutting the Navy Federal Credit Union Heritage Oaks Campus to the east. The detailed survey and survey legal description, as provided by NFCU to PTA, is incorporated into this report in Appendix A.

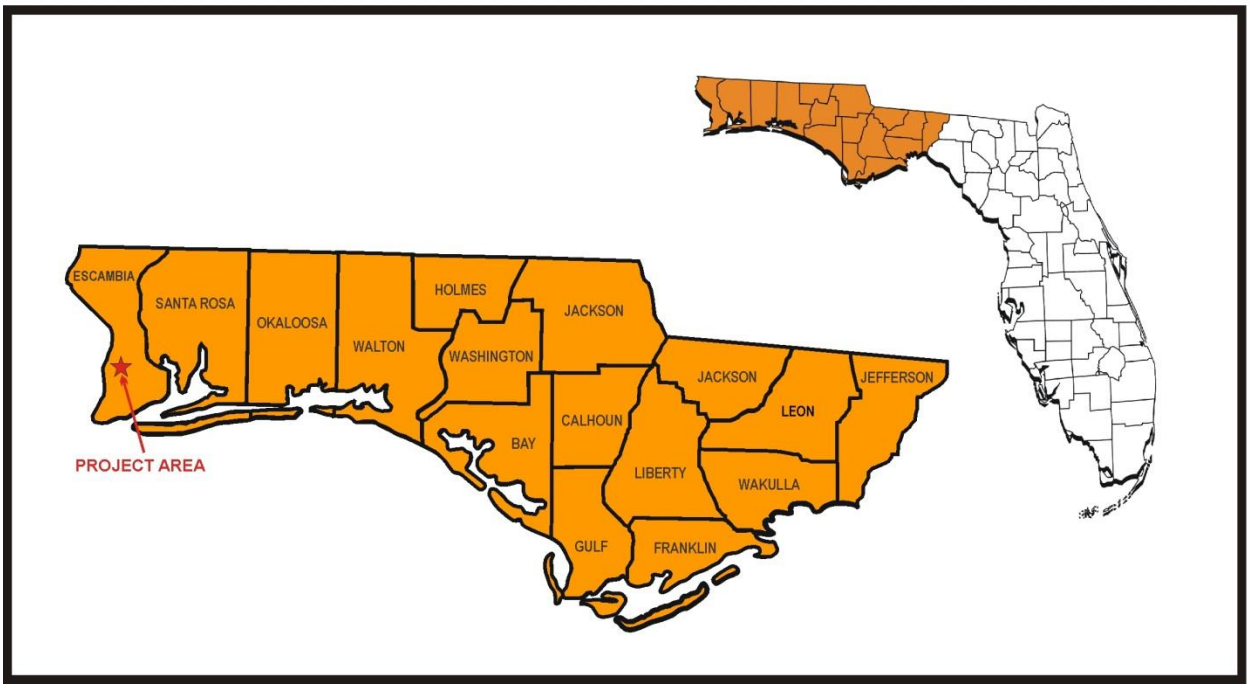

Figure 1. Map of Florida showing project area in Escambia County

This study was conducted to comply with Chapter 267 of the Florida Statutes and Rule Chapter 1A-46, Florida Administrative Code as well as the recommendations for such projects as stipulated in the FDHR's *Cultural Resource Management Standards & Operations Manual, Module Three: Guidelines for Use by Historic Preservation Professionals*. This study also complies with but is not limited to Public Law 113-287 (Title 54 U.S.C.), which incorporates the provisions of the National Historic Preservation Act (NHPA) of 1966, as amended, and the Archeological and Historic Preservation Act of 1979, as amended, and with the regulations for implementing NHPA Section 106 found in 36 CFR Part 800 (*Protection of Historic Properties*).

Synopsis of the Work

The CRAS was conducted in three stages: 1) background and literature search; 2) fieldwork; and 3) laboratory tasks and report preparation. The survey tract lies approximately two miles east of Beulah, Florida, within Section 4 of Township 1 South, Range 31 West (T1S-R31W) (Figure 2). The background and literature search consisted of examination of the Florida Master Site File (FMSF), historic imagery, such as plat maps, county maps, and quadrangles, as well as available aerial photographs, comparable literature, and the CRAS report on the existing campus (Aubuchon and Campbell 2013). The background search revealed no previously known sites within the project area. However, cultural resources were identified during the CRAS of the existing campus and review of the proposed development by the Division of Historical Resources (DHR) recommended a CRAS because of a potential for sites to be present within the current 98.03-ac tract.

The fieldwork was carried out by a two-person archaeological crew under the direction of a field supervisor. The crew conducted an intensive pedestrian survey and subsurface investigation over the entire tract, during which all surface and subsurface exposures were examined. This latter effort was augmented by systematic interval and judgmental shovel testing. A total of 131 (120 survey and 11 recording) 50 cm by 50 cm shovel tests were excavated. The effort resulted in the identification of one archaeological occurrence designated PTA-01-2019, a single prehistoric ceramic located in the southern portion of the project area. The archaeological occurrence is not eligible for nomination to the National Register of Historic Places (NRHP). No further work is recommended.

Report Organization

Chapter Two presents a summary of the regional environment, and a discussion of the culture sequence is presented in Chapter Three. Chapter Four describes project methods and findings. Chapter Five provides closing comments and management recommendations. A list of references cited follows the text. The survey and survey legal description, as provided by Navy Federal to PTA, is incorporated into this report in Appendix A.

CHAPTER TWO
ENVIRONMENTAL OVERVIEW

Physiography

Physiographically, the project is situated within the Coastal Plains province, which in turn is composed of two divisions: the Western Highlands and the Gulf Coastal Lowlands. The division results from past events in which ancient seas eroded into the Citronelle Highlands (Western Highlands) and produced the Coastal Plains. The Western Highlands reaches a maximum elevation of 88 m (290 ft) above mean sea level (amsl) in northern Santa Rosa County and slopes subtly to the south. As sea level dropped episodically, it produced the Gulf Coastal Lowlands, which are generally less than 30 m (100 ft) amsl.

Of some geomorphic importance are the marine terraces created by the episodic fluctuation in sea level during the waxing and waning of glacial ice masses during the Late Cenozoic Era, particularly the Pliocene and Pleistocene Epochs. These features are depositional, and in some cases erosional, features developed on sandy, fossil-poor sediments ranging in age from the Pliocene to the Holocene Epochs (Figure 3).

The terraces are defined as landscape features rather than as stratigraphic or depositional units with distinctive lithologies. They slope gently seaward and often terminate landward via a shoreline scarp produced by wave erosion. There has been continuing debate regarding the age of these terraces and their location. On Eglin Air Force Base (AFB), Johnson and Fredlund (1993) recognize the following based on their geomorphological investigations: Silver Bluff Complex terrace; Pamlico terrace; Penholoway terrace; a high terrace complex consisting of multiple, poorly expressed surfaces (e.g., Sunderland, Wicomico); and an upland surface (possibly the Hazelhurst Terrace). A similar viewpoint was adopted by Marsh (1966) who found the discernment of terrace surfaces above the Penholoway to be highly problematic, identifying only a Pamlico shoreline at about 10 m (30 ft) amsl and a Penholoway shoreline at 21 m (70 ft) amsl, with an Upland Surface above that, hypothesized to be a composite feature including eroded terrace surfaces and siliclastics of the Pliocene Epoch Citronelle Formation. Marsh did not identify features corresponding to the Silver Bluff Complex in Escambia County. The Florida Geological Survey maps the Naval Federal area as Citronelle (Scott et al 2001; Scott 2001).

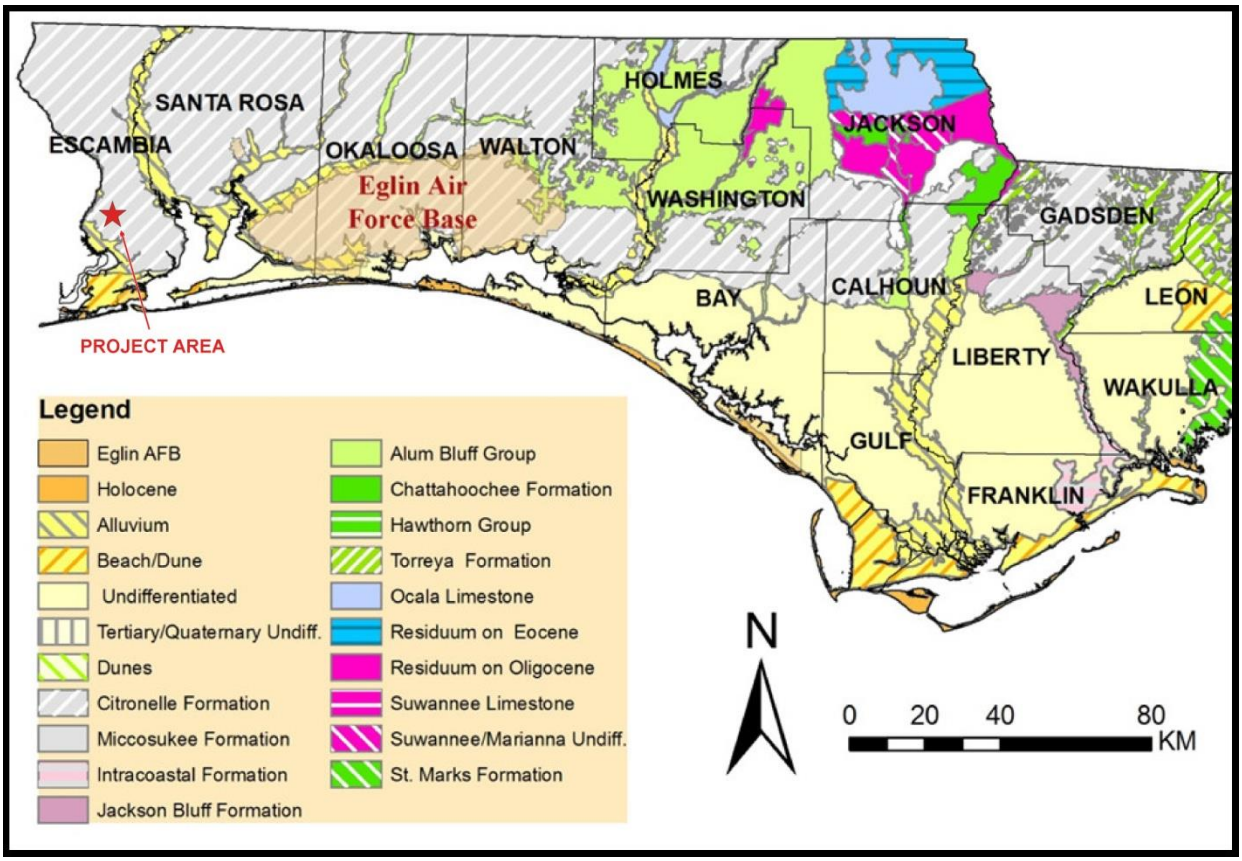

Figure 2. Age of the surface sediments mapped across the Florida panhandle (from Means 2009)

The ages of the terraces are not clear, as they are composed of sandy sediment largely lacking in definitive fossil evidence (Donoghue and Tanner 1992; Otvos 1992; cf. Colquhoun 1974; Hoyt and Hails 1974; Markewich et al. 1992). Terraces lower than the Sunderland have traditionally been considered Pleistocene Epoch features. However, there is no evidence that conclusively demonstrates a Pleistocene origin for terrace-like features in the Florida panhandle at elevations above more than nine meters amsl (Donoghue and Tanner 1992; Otvos 1992). A Pliocene rather than Pleistocene Epoch age is consistent for elevations above nine meters (30 ft) with the current continental ice sheets; the volume of the water tied up in the grounded[1] part of the Antarctic ice sheet is believed to be enough to raise mean sea level by about 73.5 m (*circa* 240 ft), and the volume of water in the Greenland ice sheet would effect a 7.3 m (24 ft) rise in sea level were it to melt (Bradley 1999; Cronin 1999).

[1] *Floating ice, including the Arctic icecap, would have no effect on sea level were it to melt.*

The Antarctic sheet is believed to have been a permanent feature since the Middle Miocene Epoch, about 14 Ma (Parrish 1998) and the Greenland ice sheet is believed to have been permanent since the Late Miocene Epoch about 7 Ma (Cronin 1999). Therefore, only times notably warmer than now would have had higher sea levels. Terrace surfaces above nine meters likely reflect the mid-Pliocene warm spell of 3.5 to 3.0 Ma as sea level is thought to have been 25 to 35 m higher (Otvos 1997) or still earlier events. Interpretation is complicated in northwest Florida by the possibility that the dissolution of limestone at rates estimated to be between one meter per 38,000 years and one meter per 160,000 years in the western Florida panhandle has led to isostatic uplift as sediments are loaded into the Gulf (Means 2009). The total uplift was estimated to have been anywhere from nine to 50 m since the Pliocene Epoch in a number of studies reviewed by Means (2009).

Paleo-temperature and sea level may be indirectly evaluated by study of isotope ratios, particularly oxygen isotope ratios, in marine sediments.[2] Oxygen Isotope Stage (OIS) ratio studies imply a considerable volume of ice since the Late Miocene Epoch (Parrish 1998:Figure 4). Furthermore, syntheses of marine isotope studies indicate warmer than present conditions in the Sangamon Interglacial Stage (OIS 5e) circa 140 to 126 thousands of years BP (Ka) and for OIS 11 circa 398 to 418 Ka, but at no other time in the Pleistocene Epoch (Lisiecki and Raymo 2005; Bradley 1999; Cronin 1999). Prior to 400 Ka, the next warmer than present episode appears to be OIS G3 circa 2650 Ka, (Lisiecki and Raymo 2005:Figure 4) which is Late Pliocene Epoch.[3] Hence, only the Silver Bluff and Pamlico terraces are likely to be of Pleistocene age.

Because sea level was at least 20 m lower than the current level after about 120 Ka until well into the Holocene (Saucier 1994:Figure 4; Bradley 1999:Figure 6.13), there is some doubt as to whether the Silver Bluff terrace could reflect a Middle Wisconsinan highstand. Johnson and Fredlund (1993:45) have suggested that the Pleistocene component of the Silver Bluff terrace complex could have been Middle Wisconsin and reflective of a *lower than present* sea level which is now at eight to 10 ft amsl due to subsequent uplift.

It has also been suggested that there may have been one or more highstands of +1 to +2 m (about the elevational range of the Silver Bluff) after *circa* 6000 BP. In that light, the Holocene component of the Silver Bluff may reflect a highstand of one to two meters above current mean sea level at about 6000 BP (Cronin 1999:401-404; Donoghue and Tanner 1992:238) or later (Balsillie and Donoghue 2004). However, recent studies of several northern Gulf Coast estuaries put sea level at circa -4 m amsl at 6000 BP, -2 m at 4000 BP, and -1 m at 2000 BP, so that a higher than present sea level at any time in the Holocene is controversial.

---

[2] Without going into detail, the oxygen isotope ^{16}O is preferentially sequestered in ice, rather than the ^{18}O isotope. Because the normal ratio of ^{16}O to ^{18}O is known, decreases in the ratio, symbolized $\delta^{18}O$, as determined in marine sediments are interpretable as increased ice volumes and, therefore, lower temperatures, while increases in $\delta^{18}O$ are interpretable as decreased ice and warmer temperatures (cf. Parrish 1998; Bradley 1999; Cronin 1999).

[3] The Pliocene-Pleistocene boundary is currently established as being at 2.588 Ma. It was reset by the International Union of Geological Sciences (IUGS) from 1.806 Ma to 2.588 Ma with the transfer of the Gelasian Stage from the Pliocene to the Pleistocene (Riccardi 2009).

Other major geomorphic features of the coast are a barrier island (Santa Rosa Island) and its associated lagoons and bays. This complex represents classic form and process for the Gulf Coast; geomorphic elements include river-mouth swamps and marshes, coastal terraces, the bay, and the barrier bar/island (Santa Rosa Island with its tidal inlet and associated tidal colk, marine tidal bar, tidal delta, active dunes, relict dunes, active bay-mouth spits, relict bay-mouth spits, and submerged shell reefs).

Soils

The project area is mapped as the Bonifay-Notcher-Troup association (United States Department of Agriculture [USDA] (2004). This association features generally well-drained soils on relatively level to moderately steep surfaces. This is an upland unit with soils exhibiting loamy surface layers and sandy subsurface layers and loamy subsoils or are loamy throughout. Major soil types the Notcher series on summits and side slopes, with Bonifay soils present on gently sloped summits and side slopes, while excessively drained Troup soils are on narrow summits and gently to moderately sloping side slopes. Also present are small areas of the Lucy, Malbis, Perdido, Lakeland, Red Bay, Albany, Pelham, and Cowarts series, as well as a few related series.

Surface Hydrology

Escambia County is bound on the west by the Perdido River, which also defines the Florida-Alabama boundary. Ponds of varying types and sizes exist within Escambia County, some of which were artificially created from stream impoundment. Many others reflect the collection of water in depressions underlain by clay or iron-cemented sandstone (Marsh 1966). Still others are rainwater-filled clay borrow pits, and likely related to the depressional ponds. Steephead ponds also occur (Marsh 1966), but no other types were in or near the immediate project area.

Paleoenvironment

At the Wisconsin maximum *circa* 22,000 to 18,000 BP, sea level was at -120 m (-390 ft) or deeper, exposing vast expanses of the present continental shelf (Coastal Environments 1977; Blackwelder et al. 1979; Fernald 1981:16). The Gulf shoreline may have been some 80 km (50 mi) south of the current shoreline, and the entire area at that time would have been high and dry (Hine 1997:Figure 11.1). The Choctawhatchee, Yellow, and Blackwater Rivers joined somewhat south of Pensacola and the combined system discharged into the Gulf of Mexico (Bart and Anderson 2004).

After a gradual warming period about 18,000 to 14,000 years ago, conditions began to warm more rapidly and sea level rose much faster, at a rate of about 0.45 cm/year, and by about 2.4 cm/year from 14,000 to 11,000 years ago. Pollen and paleontological studies have revealed a vegetation regime of open pine forests giving way to oak/hickory stands and local prairies (Fredlund and Johnson 1993). Late Pleistocene biotic communities had a fine grained, diverse nature without modern counterparts; for example, there were widespread extinctions of many megafauna species 12,000 to 10,000 years ago (Graham and Lundelius 1984). The warming trend

was briefly reversed by a cool spell, usually referred to as the Younger Dryas between 11,000 and 10,000 BP (12,800 to 11,500 cal BP).

The Younger Dryas was the last great Pleistocene cold snap, and its end (cal 11,500 BP) is considered to be the start of the Holocene. By cal 10,000 BP the Laurentide deglaciation was well advanced, and a recent sea level curve for the Gulf of Mexico puts sea level in the northern Gulf at approximately -19 m (-62 ft) and rising at a rate of 9 mm/yr (Milliken et al. 2008). These data place the Gulf shoreline some eight to 13 km (five to eight miles) south of Perdido Key.[4]

By the time that humans had arrived in Florida sea level would have been about 35 m lower than now (Bradley 1999:Figure 6.50).[5] Thus Paleoindians occupied a "Florida" twice its modern size, so that present-day coasts were inland, even upland, areas and late Pleistocene shorelines in the Gulf of Mexico were located as much as 120 to 150 km seaward of their modern locations. It is not difficult to see why Paleoindian period coastal sites have yet to be discovered in Florida—they are submerged beneath fathoms of ocean water, kilometers offshore (Stright 1986). Between 9,000 and 5,000 years ago the North American climate became warmer and drier than it currently is, an interval variously referred to as the climatic optimum, Atlantic, or Hypsithermal (Pielou 1991).

Otvos (2004:115) indicates that there was considerable aeolian activity in the northern Gulf of Mexico in the Hypsithermal, one episode between 10,500 and 8,500 BP, and a second between 6,800 and 5,700 BP. Dune formation is known to have been active on the northern Gulf of Mexico coastal plain circa 9900 – 5100 OSL/TL years ago, due to arid conditions and related causes (Otvos 2004, 2005; cf. Ivester et al. 2001; Ivester and Leigh 2003). Otvos (2004) indicates the development of a semi-continuous belt of dune fields and sand sheets in southeastern Alabama and northwestern Florida some 390 km long and two to three kilometers wide with elevations of up to 22 m (72 ft) amsl.

Fredlund and Johnson's (1993) fossil pollen analysis from four selected sites on Eglin AFB provides data that help reconstruct the Holocene history of the pine-oak forests of the region. The data show that an accumulation of the pollen-bearing, limnetic and peaty sediments at these sites was initiated by a major climatic shift around 8400 BP. At that time the climate appears to have rapidly shifted from one of less annual rainfall to a more mesic, but seasonally variable moisture regime. Lightning-producing spring storms, as part of the new climatic regime, created the right conditions for frequent fires, resulting in the rapid rise of longleaf pine as the dominant tree in the Southern Evergreen Forest. Following the 8400 BP climate change, cypress and tupelo (*Nyssa sylvatica* var. biflora) soon invaded the shallow upland basins.

[4] *Sea level would have been -18 ft circa cal 6000 BP and -6 ft circa cal 3000 BP (after Milliken et al. 2008:Figure 5).*

[5] *According to Th/U (thorium-uranium) dated corals at Barbados (Bradley 1999).*

Changes in pollen percentages and accumulation rates for tree and shrub taxa document a 1,200-year period of vegetational readjustment following the 8,400 BP onset of the change in climate. During this readjustment, oaks, the established dominant trees in the open, xeric forests prior to the climatic change, realized a substantial but short-lived (300 years) increase in biomass at the onset of the more mesic conditions. As the established oaks, pines and other trees reached maturity and began to die of old age, recruitment of fire-tolerant longleaf pine seedlings far exceeded that of oak and other deciduous trees. This trend continued until about 7200 BP, when the longleaf pine forests reached a dynamic equilibrium equivalent to that of the historically documented forests within the region.

Translating these data into archaeological interpretation of prehistoric populations, the Paleoindians and Early Archaic people seem to have been exposed to far greater environmental diversity than later groups. Throughout the entirety of the archaeological record, however, the climate and associated flora and fauna certainly had an influence on the extent to which the study area was occupied/utilized, selection of habitation areas as well as those for resource exploitation, and technological issues to maximize exploitation practices.

Summary

In summary, Northwest Florida has been a dynamic environment, exhibiting fluctuations in sea level, periods of increased warming and cooling, and differences in both the flora and fauna as a result of the consequent environmental changes. The differing environmental conditions have had a concomitant effect upon human populations since Paleoindians first appeared in the region. The stabilization of sea level and accompanying establishment of the modern climate has meant greater consistency in the environment to which humans adapted, but there exists great variation in these adaptations in response to cultural influence. Both adaptation to environmental conditions and cultural factors are reflected in the archaeological record, as discussed in the subsequent chapter.

CHAPTER THREE
CULTURAL OVERVIEW

Previous Archaeological Investigations – A Regional Overview

Formal archaeological investigations in the north-central Gulf Coast region began with Sternberg's (1876) excavations at the Bear Point site (1BA1), located on the eastern shore of Perdido Bay. This work listed burials and artifact assemblages and produced a collection of shell-tempered vessels. In the 1880s, Walker (1885) identified shell middens in the Pensacola and Choctawhatchee Bay systems and provided fairly complete descriptions of the archaeological materials encountered.

At the turn of the century, C. B. Moore (1901, 1918) visited the northern Gulf Coast and investigated numerous sites. Among these were Bear Point (1BA1), Santa Rosa Sound (8SR1), Graveyard Point (8SR3), Maester Creek Mound (8SR870), Fort Walton Temple Mound (8OK6), and Hogtown Bayou (8WL9). Primarily interested in the spectacular mound and burial sites, Moore published detailed descriptions of his work in the Journal of the Academy of Natural Sciences of Philadelphia. He described mortuary practices and documented differences in pottery styles between the Mobile-Pensacola and Apalachee Bay regions (Willey 1949:24-25).

W. H. Holmes (1903), one of the most significant archaeologists of his day, analyzed Moore's ceramic collections from Bear Point on Perdido Bay, as well as several site collections recovered along Choctawhatchee Bay. His work identified three major ceramic ware groups: the Mobile-Pensacola, the Apalachicola, and the Appalachian (Willey 1949:27). Holmes observed the similarities and differences among these wares, and noted that a decrease in the Mobile-Pensacola ware and an increase in the Apalachicola ware occurred between Choctawhatchee Bay and the Apalachicola River.

The next substantive archaeological work undertaken in the region was conducted by Gordon Willey (1949). In his monumental Archeology of the Florida Gulf Coast, Willey (1949) developed a prehistoric chronological framework and produced the first ceramic typologies for the Gulf Coast. Both are still applicable today.

With the advent of cultural resources management, responding to government and private sector needs to fulfill obligations under Sections 106 and 110 of the NHPA, many studies have been undertaken, with UWF consistently active in both regulation-driven and academic research projects. Former UWF president, Judith Bense (1994), published a comprehensive overview of the cultural history of northwest Florida based on the university's work as well as that of other researchers. A sample of projects by UWF graduate students shows a wide range of study and resulted in theses, such as one on predictive modeling at the Presidio de Santa Raria de Galve (Chapman 1998; Harris 1999; Wilson 2000), lithic production trajectories and prehistoric settlement patterns, and architectural variation at the three Pensacola presidios (Green 2009). Phillips (1996, 1998) has conducted survey and extensive investigation of water-powered mills in the Pensacola/Escambia County area, including the documentation of what are essentially industrial towns. UWF also has a full-time maritime program that has surveyed the Pensacola waterfront, conducted work at Fort Pickens, and undertaken investigation at a number of wrecks.

Cultural resources contractors have been also been involved in a wide variety of work in the study area. PTA has been working in the region since 1982, and multi-year investigations at nearby Eglin AFB led to a detailed refinement of the culture sequence that is widely referenced by regional archaeologists (Thomas and Campbell 1993). Other projects have included investigations at Pensacola Naval Air Station (Mikell 1998) and monitoring at Fort Pickens during which they consulted with UWF staff (Aubuchon 2013). There are numerous records of surveys and other cultural investigations relevant to the northwest Florida region (e.g., Curren 1987; Mikell and Quinn 2004). Pensacola and surrounding areas have a long and rich cultural history, which continues to generate the need for archaeological and historic inquiry and will do so for the foreseeable future.

Cultural Sequence

Prehistoric Sequence

Paleoindian: The earliest point cluster presented by Farr (2006:111) is the "Fluted Lanceolate Cluster." Among the points he includes in this cluster is Clovis, isolated examples of which have been found in the study area. Examples have been retrieved from shallow waters of area bays, but overall archaeological evidence of these early people is slim in this part of northwest Florida. Deeply buried deposits are possible, but there is also the issue of sea level. These early populations roamed a landmass considerably larger than present-day Florida. If the manufacturers of the classic fluted Paleoindian points were intensively exploiting the coastal zones of this region, evidence for the bulk of their presence may now lie offshore.

Late Paleoindian/Early Archaic-Middle Archaic: There has been a substantial advancement in understanding these populations through an increase in the discovery of intact components over the last decade. The components have been recognized by Bolen Side-notched and Bolen Corner-notched points, which have been commonly found in the area. The suite of point types has expanded to include Dalton, Palmer, Kirk Corner-notched, Wacissa, Arredondo, Kirk Stemmed, and Hamilton, and a couple of less common types.

The chronological implications of the diagnostic points have been established in part by a compilation of radiocarbon dates made available on the Southeastern Archaeological Center (SEAC) website, although the ranges of these dates are, in some cases, broad and often overlapping. Morphological attributes have also been used as a basis for relative chronology (cf. Anderson and Sassaman 1996; Farr 2006; Faught and Waggoner 2012). Within the study area, the Late Paleoindian/Early Archaic sequence seems to start with Farr's (2006:111) "Dalton Cluster" (about 12,500 to 11,500 BP), and there is evidence of a relatively large and widespread occupation in the early part of the sequence. Less frequent, Suwannee/Simpson points are included in the cluster, with a suggested date coeval with Dalton, about 12,500 to 11,500 BP (Farr 2006:39, 42). Hardaway falls in Farr's (2006:111) "Transitional Side-notched Cluster," generally dating to 11,500 to 11,000 BP, but these points are relatively sparse.

Farr's (2006:107) "Early Notched Cluster" includes points with side and corner-notched bases, with a range from around 11,000 to 9,750 BP. Representative types include Bolen Side-notched, Bolen Corner-notched, Kirk Corner-notched, Palmer, and Wacissa. Farr (2006) believes Wacissa is transitional between notched and stemmed forms.

The "Archaic Stemmed Cluster" in Farr's (2006:111) sequencing includes a variety of points found in northwest Florida, including Kirk Stemmed, Kirk Serrated, Arredondo, Hamilton, and Sumter. Dating about 8,900 to 8,000 BP (Farr 2006), Kirk Stemmed/Serrated represents the early stemmed tradition. Sumter is less securely dated to between 9,500 and 5,700 BP. The other three are bifurcates, which may be dated to around 9,500 to 8,500 BP. The bifurcates (e.g., Hamilton) saddle the Early Archaic to Middle Archaic span depending which researcher is being cited.

There has been discussion of a hiatus or abandonment of the area in the Middle Archaic as a result of climate change. Thomas et al. (2008) report no dramatic decrease in the Archaic Stemmed Cluster to support a complete exit out of this part of northwest Florida. Instead, they suggest Middle Archaic populations may have responded to climatic shifts—and the effects on exploitable resources—by technological and settlement changes, some of which may not be well recognized in the archaeological record yet.

Late Archaic: The Late Archaic lithic industry is marked by points referred to as the Florida Archaic Stemmed type. This "type" encompasses points such as Marion, Putnam, and Levy. Examples of other Late Archaic types include Mud Creek, Baker's Creek, and the Destin point (Thomas and Campbell 1993).

During the Late Archaic, portions of northwest Florida were part of what is called the Elliotts Point Complex, a local manifestation of the Poverty Point Complex in the Lower Mississippi Valley (Lazarus, 1958; Webb 1982). Radiocarbon dates bracket Elliotts Point between about 2,500 BC and 600 BC (Campbell et al. 2004). Sometime after its initial appearance, the Elliotts Point complex fluoresced into its classic form, marked by a distinctive artifact inventory that includes well-formed baked clay objects (BCOs), known as Elliotts Point objects (EPOs) for

their similarity to Poverty Point objects, steatite vessels and ground stone, microliths, and exotic items indicative of participation in the Poverty Point trade network.

Sites tend to cluster in eco-zones where numerous exploitable resources are present (Webb 1982; Thomas and Campbell 1993). Additionally, there is evidence of accretional mounds, at least one of which (8WL90) may have been a redistribution center (Thomas and Campbell 1993; Campbell et al. 2004). Investigations in the area around that mound site have found evidence of specialized workshops 8WL92 (e.g., production of drills). The separation of the lithic workshop from the mound is reminiscent of the community patterning at Poverty Point (Thomas and Campbell 1991, 1993).

The issue of when fiber-tempered pottery entered the Late Archaic culture is noteworthy as it has been the subject of discussion among researchers as to when it arrived in assemblages, how important it was, and why the quantities are overall quite low as noted by Campbell et al. (2004). It is clear from radiocarbon dates that steatite vessels were in the study area well before fiber-tempered pottery. 8WL1005, located in the Alaqua drainage, attests to that observation. While the bowls themselves were made on non-locally available resources, they were cached at the site, an indication that someone intended to return to that location, possibly as a collection camp, at a later time.

Campbell et al. (2004) suggest fiber-tempered pottery may have been a late addition to the assemblage. If fiber-tempered pottery was a late arrival into this area, it would support Sassaman's (1993) posture on the slow and erratic movement of pottery after its introduction on the Atlantic Coast. He believes that part of the reason for the delayed appearance of pottery west along the Gulf Coast lies in the control of trade networks. Essentially, the people who controlled the Late Archaic trade networks probably enjoyed prestige and power and were likely also influential in shaping the direction and pace of technological change in a given region. Extremely important in that network was the trade of steatite for use as containers. Pottery vessels presented a direct threat to the value of steatite. Thus, the powerful Poverty Point trade network, viewed by some as the perfect conduit for the diffusion of pottery, may have instead worked to stall its spread and acceptance across the Southeast.

Deptford: Around 600 BC Deptford populations settled in local villages in coastal areas, practicing a subsistence strategy that included shellfish collection, collection of plant resources, hunting, and fishing. They produced coiled ceramics tempered with sand and sand/grit and decorated by stamping. Among the types are Deptford Bold Check Stamped, Deptford Linear Stamped, and Deptford Simple Stamped (Bense 1994).

Deptford settlement was characterized by large villages that were probably occupied year-round. In addition to the central base villages, numerous small Deptford artifact scatters and shell middens are found throughout the region. Many of these probably represent camps that were visited by village occupants for the purpose of resource exploitation.

Ample evidence of subsistence exists, with middens indicating the Deptford people were engaged in the harvesting of shellfish. Oyster predominates, but rangia, quahog, stromb, and whelk represent minor occurrences along with incidental amounts of Pecten, moon snail, and Fasciolaria. However, it is unlikely that shellfish accounted for a major part of the diet. Floral remains suggest gathering was also a subsistence pursuit, while faunal remains from Deptford sites reveal that the occupants were actively hunting and fishing as well. DeFrance's (1985) analysis of fish remains from Pirates Bay (8OK183) identified blue runner, Jack Crevalle, sheepshead, striped mullet, southern flounder, marine catfish, black drum, red drum, speckled trout, white trout, bluefish, and some evidence of barracuda, sea bass, and shark. Other faunal remains represented in the Deptford middens include white-tail deer, gray squirrel, rabbit, opossum, rodents, striped skunk, muskrat, and black bear. Migratory fowl and reptiles have also been recovered.

The Deptford culture in the study area overall appears quite different from that found to the east. The absence of mounds in the study area is one difference and the apparent non-participation in the Yent ceremonial complex is another. Instead, it appears that the Deptford people here disposed of their dead in graves within or adjacent to their villages (Thomas and Campbell 1993).

Deptford culture seems to have endured over a long period of time, reflecting a population that was conservative and slow to change. Change did come around 50 BC when influence from Marksville to the west and Swift Creek to the east becomes evident. These changes are manifested as the Okaloosa phase, defined by Thomas and Campbell (1985) on the basis of their work at the Pirates' Bay site on Santa Rosa Sound in Okaloosa County, Florida, and confirmed by University of West Florida excavations at the Hawkshaw site (8ES1287) in Pensacola, Florida (Bense 1985, 1994). Similar sites have been found within the area from Escambia through Walton counties (Thomas and Campbell 1993; Bense 1994).

Radiocarbon dates bracket the Late Deptford Okaloosa phase between about 50 BC and AD 150 (Bense 1985, 1994; Thomas and Campbell 1985). The artifact inventory was characterized by a continuation of Deptford pottery, the presence of classic Santa Rosa series sherds, some Marksville remains, and crude, incipient Swift Creek styles. It was a time of renewed or increased influence from the west and, with the introduction of the Swift Creek styles from the east, the Okaloosa phase potters were actively engaged in ceramic experimentation. The lithic assemblage is distinguished by the presence of small, backed white quartz pebbles that appear to have been specialized tools. These items appear in Santa Rosa/Swift Creek assemblages as well.

Santa Rosa/Swift Creek: Radiocarbon dates from Santa Rosa/Swift Creek sites in the Pensacola (Phillips 1992) and Choctawhatchee (Thomas and Campbell 1993) neighboring bay systems indicate a 300-year cultural span, in the former it extended from about AD 350 to 650 and in the latter, it extended from around AD 150 to 450. Bense (1992) observes a similar temporal disparity between the dates of the preceding Late Deptford culture in these bay systems: 50 BC to AD 150 around Choctawhatchee Bay (Thomas and Campbell 1984), but the culturally similar Hawkshaw phase in the Pensacola Bay area has been dated to AD 260 (Bense 1985). Bense (1992) attributes this to diffusion lag in pottery styles. She is quick to point out, however, that

understanding the dynamics of these cultures between two bay systems in such close proximity requires a better sample of radiocarbon dates from solid contexts.

Some variation within Santa Rosa/Swift Creek has been suggested in assemblages examined by Thomas and Campbell (1993). At 8WL58, they reported high percentages of plainwares, with the best represented decorated types being Swift Creek Complicated Stamped, Basin Bayou Incised, Franklin Brushed, and Santa Rosa Punctated. Other complicated stamped types were only minor occurrences and check stamping was rare to absent. Franklin Plain rims displayed a wide range of treatment from undulating rims to classic piecrust styles and lip treatment included incising, punctuating, and notching.

The assemblage of later Santa Rosa/Swift Creek sites (e.g., 8WL36) was described as strikingly consistent, being marked by a variety of Swift Creek Complicated Stamped designs. Other types in the later assemblage included St. Andrews Complicated Stamped, West Florida Cord Marked, Crooked River Complicated Stamped (in minor quantities), Alligator Bayou Stamped, Santa Rosa Stamped, Basin Bayou Incised, occasional Gulf Check stamped, and Franklin Plain. Noticeably infrequent was the type New River Complicated Stamped, a presumably early marker of Santa Rosa/Swift Creek and one that was found in association with the Okaloosa phase of Late Deptford (Thomas and Campbell 1985; Bense 1985).

A distinctive pottery type not found in earlier components exhibited a bold check stamp and raised dot in the center of the check stamp, similar to Sun City Complicated Stamped. Found in Walton County at 8WL36, it was named for the type site, Horseshoe Bayou Complicated Stamped to distinguish it as part of the northwest Florida Late Santa Rosa/Swift Creek assemblage. Penton (1970) described finding 10 sherds with similar raised dots at the Bird Hammock site in Wakulla County and observed that similar sherds were found at the Refuge Tower site in the St. Marks National Wildlife Refuge. Additionally, Sears (1963) reported a single sherd of this type from the Tucker site in Franklin County. The Horseshoe Bayou Complicated Stamped sherds seem to be part of the overall complicated stamping tradition that dominates the latter part of the Santa Rosa/Swift Creek cultural era.

There was diversity in raw material of chipped stone points which were usually made on Tallahatta quartzite, and less frequently, non-local gray or rose chert. Morphologically, some of the points are similar to the Columbia type, although Phelps (1966, 1969) refers to them as Swift Creek points. Bradford points are also found in these contexts. There was a unifacial industry on Two Egg chert and the opaque citrus section industry evident in Deptford continued, but to a lesser degree. Bone tool production was also important, more so it seems in later assemblages.

Researchers have observed several patterns in the distribution of Santa Rosa/Swift Creek sites, with an emphasis on coastal settings (Thomas and Campbell 1993; Bense 1992). Despite intensive survey of interior locations in this part of northwest Florida, very little evidence of Middle Woodland activity has been identified (Thomas and Campbell 1993; Bense 1983). Bense (1992) states that these results "support the theory the Indian population during these periods was

concentrated on the coastal strip, and the interior was essentially vacant and used only for special-purpose, short-term activities."

The second pattern observed is in site configuration, with three types of characteristic midden arrangements: ring middens, linear middens, and small midden dumps. Ring middens are large, with well-formed rings a meter or higher, and clean central plazas. These take the form of a complete ring or are horseshoe-shaped. Testing at these sites has generally shown the interior plaza to be sterile or nearly so (Thomas and Campbell 1993; Bense 1992).

The third pattern observed in Santa Rosa/Swift Creek sites is site class, to which Bense (1992) references the three identified by Phelps (1969) and Penton (1974): multi-mound centers, middens with mounds, and middens without mounds. No multi-mound centers have been identified in northwest Florida or even close to the region. However, there is evidence of mounds with midden. Large and small midden sites are found in quantity throughout the coastal zone of northwest Florida, and there is strong evidence of clustering in the spatial distributions (Bense 1992; Thomas and Campbell 1993). These sites display the assemblage traits noted above, with some temporal variation as noted.

Bense (1992) cites six Santa Rosa/Swift Creek burial mounds in northwest Florida, and reliable information on contents is available on four. Cremations have been identified as well as multiple skull burials, with interments sometimes covered with shell. Most of the offerings were ceramic vessels, some deliberately placed as ceremonial caches.

Subsistence studies (Thomas and Campbell 1990, 1993; Phelps 1969) indicate the shell middens are made up of either oyster or rangia, which differ in their salt tolerance. In areas with low salinity, rangia (marsh clams) dominate the middens, whereas oysters compose the major shellfish in more saline areas. Other shellfish regularly exploited were mercenaria, lightning whelk, coquina, scallop, and conch. While shellfish remains dominate the bulk of the shell middens, fish contributed more heavily to the diet, with the same variety of types as those discussed previously for Deptford. Deer, reptile, and bird remains also indicate the importance of hunting.

Santa Rosa/Swift Creek ceremonialism is manifested in the area by the mounds noted above. Additionally, there is the recovery of certain artifacts often associated with ritual practices, pipes being one example, and even the ring midden configuration may imply ritualistic activity (cf. Bense 1992; Russo et al. 2009). One case in point are burials in the plaza of the Bernath site (8SR986) in Santa Rosa County that led Bense (1992) to suggest that ring middens may have been sociopolitical centers. The plazas of these middens were hypothesized to have served the social and burial needs of resident leaders. However, not all such interiors of ring middens have yielded burials and most, as noted, are devoid of much in the way of material goods. It may be that ceremonialism declined toward the end of Santa Rosa/Swift Creek, possibly as a result of waning influence from Marksville and Hopewell cultures that ushered in the Santa Rosa pottery styles early on. If so, late Santa Rosa/Swift Creek populations in this region may have altered belief systems, burial traditions, manifestations of ceremonial behavior and/or other aspects of their cultural religiosity.

Weeden Island: Remains of Weeden Island occupations are literally broadcast over this part of northwest Florida. Although coastal settlement continued, the interior patterns of distribution reflect a sharp change in land use from that evidenced by the occurrence of Deptford or Santa Rosa/Swift Creek sites.

Although this is a well-studied era in prehistory, gaps in issues remain. The issue of chronology is a case in point. In the late 1930s, Willey and Woodbury defined two phases of Weeden Island, distinguished from one another on the basis of relative frequencies of complicated stamped versus check stamped ceramics. Willey (1949) later expanded his definition, characterizing Weeden Island I as a culture that continued to produce Swift Creek Complicated Stamped wares in addition to Weeden Island ceramics. Weeden Island II was characterized by a preponderance of Wakulla Check stamped pottery and plain wares and the disappearance of complicated stamped types (Willey 1949:396-397).

His definition basically held sway over archaeological interpretations for the next 25 years. In the 1970s, Percy and Brose (1974) defined five phases of Weeden Island for midden sites in the Apalachicola region. As outlined by Percy and Brose (1974:6), Weeden Island 1 is characterized by a few Weeden Island series incised and punctated types, such as Carrabelle Incised, Carrabelle Punctated, Keith Incised, and Weeden Island Incised, and a predominance of late variety Swift Creek Complicated Stamped. In Weeden Island 2 there is greater variety of Weeden Island types. Weeden Island 3 sees the introduction of Wakulla Check stamped and a slight decline in the importance of complicated stamped wares. In Weeden Island 4, complicated stamping disappears altogether, and Weeden Island 5 is characterized by a dominance of check stamping, a limited quantity of incised and punctated types, and a minor occurrence of corncob-impressed pottery.

Thomas and Campbell (1993) suggest that while Willey's (1949) scheme may have been too broad, Percy and Brose's (1974) phase sequence for midden sites may have been too narrow. White (1981:645) had earlier pointed out the difficulty in many cases in distinguishing between occupations dating to Weeden Island 1, 2, 3, 4, or 5 using the markers designated by Percy and Brose (1974). Using radiocarbon dates in combination with ceramic assemblage traits, New World Research (NWR) (Thomas and Campbell 1993) proposed alterations to the sequence. They examined the applicability of the sequences of Willey (1949), Percy and Brose (1974), and NWR's three-part sequence developed for the St. Andrew Bay region (Mikell et al. 1989). Again, it was based on the relative frequencies of certain ceramic types. Their analyses produced findings contradictory to traditional thoughts on the appearance of certain pottery traits. A main concern was whether ceramic type *frequencies* might have had less to do with temporal variation in emergent Weeden Island populations and more with form and function. If the form and function may have been more important than previously believed, it would cast doubt on the *a priori* assumption that sites dominated by Wakulla Check Stamped sherds were *per force* late.

On the issue of form and function over chronology, Fewkes (1924) was the first to notice that certain decorated pottery types were present in burial mounds, while village contexts were dominated by plain wares. Sears (1963) called the differential occurrence of pottery the sacred-

secular dichotomy. The dichotomy was based on the belief that elite pottery, presumed to be more difficult and time-consuming to manufacture than plain wares or paddle-stamped ceramics, was produced by craftsmen. Examples of elite wares include finely incised, punctated, and painted decorations, along with applied effigies and other elaborate treatments.

The differential distribution of the elite versus utilitarian pottery at Weeden Island sites was taken to reflect variation in occupation by individuals of a higher social status versus the common folk. Russo et al.'s (2009) investigations at Weeden Island sites in Bay County, Florida, have examined the distribution of incised and punctated types to Wakulla Check Stamped, reviving the tripartite distribution of pottery recognized at the inland Weeden Island McKeithen site (Kohler 1978; Milanich et al. 1984; Cordell 1984). Russo et al. (2009) examined the distribution of Weeden Island ceramics at the Hare Hammock group, which included a Weeden Island mound (8BY30) and village ring midden (8BY1347). They discovered that plain wares and utilitarian decorated types were rather well distributed in the ring midden, concluding that either the reliability of using elite versus utilitarian wares is not strong in ring middens or the occupation at that mound and village was relatively egalitarian, although not ruling out the fact that ceramic types may still be better indicators of function than time.

Attribute analysis of ceramics, taking into consideration a sacred-secular dichotomy and what ceramic types in the study region constitute possible "elite" wares versus "utilitarian" wares is to be embraced if a clear understanding of not only Weeden Island chronology, but settlement patterns and dynamics are to be understood. For example, there are Weeden Island sites around steepheads along the margins of divides well in the interior of the region that have assemblages characterized by high quality incised and punctated types, but there appears to be no apparent ritual or function associated with these sites that could explain the presence of such high quality wares more consistent with mounds and villages near mound locations (Campbell et al. 2010).

The issue of ceramic function versus temporal implications will be ultimately sorted out by studies of assemblages from such sites as discussed above as well as comparison of the traits with absolute dates. A number of dates have been obtained, but their implication in terms of cultural variation over time hinges on the analysis of suitable-sized collections. That said, based on the dates alone, Weeden Island populations were in the area for a very long time, with dates as early as AD 15 to 395 to as late as AD 1,085 to 1,315, although the very latest may represent a continuation of Weeden Island pottery into Mississippian assemblages (Thomas et al. 1995).

The types of sites represented by Weeden Island remains in the region include mounds, villages, hamlets, and camps. From the evidence accumulated to date, no marked change in community patterning appears through the period of Weeden Island occupation except for an increase in the number of sites. Villages are both large and small shell middens much like those described by Milanich and Fairbanks (1980). Several configurations characterize Weeden Island village middens, which have been confidently identified only in coastal settings in the study area. In many cases, the sites contain linear deposits that actually represent a number of small, overlapping, circular shell heaps. Other villages are marked by horseshoe-shaped shell midden, which is a characteristic of Weeden Island as well as Santa Rosa/Swift Creek community

patterning (Milanich and Fairbanks 1980). Weeden Island villages on the interior appear to have been smaller, certainly not like the deep middens found in the Apalachicola-Chattahoochee-Flint river area described by Milanich and Fairbanks (1980). However, Weeden Island village sites on the interior are often strung out in semicircular fashion around springheads, a trend suggested by Milanich and Fairbanks (1980) as distinctive of the culture.

Weeden Island subsistence was broad-based, reflecting fishing, shellfish collection, and gathering (Thomas and Campbell 1993). Fish remains indicate these Late Woodland populations were taking full advantage of the bay, sound, and gulf. Represented in the collections are boney fish, herring, saltwater catfish, sea catfish, jack, porgies, sheepshead, mullet, flounder, bowfin, drum, and gar. Shell middens indicate a preference for oysters, although conch, rangia and other species may be minor constituents. Vertebrate faunal remains in Weeden Island collections include white-tail deer, unidentified mammal, unidentified avian, freshwater turtle, and pond/cooter turtle. Acorns and hickory nuts were actively collected as were various plant species, such as yaupon, wild grape, edible palmetto shoots, and gallberry, which attract bees. Today, gallberry honey is prized for its rich taste and resistance to granulation (i.e. it keeps well) and palmetto honey is considered a gourmet product. At the present time, there is no evidence of agriculture by Weeden Island groups in this region.

Ceremonialism is represented by the ritual mound burial tradition, which reached its peak in the area during Weeden Island times. Milanich and Fairbanks (1980) observe that it is only in northwest and north Florida that patterned burial mounds with east-side deposits are observed.

Fort Walton/Pensacola: This region, like much of the northern Gulf Coast, witnessed a replacement of Late Woodland culture (Weeden Island) by the Fort Walton and Pensacola Mississippian culture variants no later than AD 1,200 and probably somewhat earlier. As Tesar (1980), Brose and Percy (1978), and others have pointed out, a general Weeden Island sand-tempered ceramic tradition appears to metamorphose into Fort Walton in both the Choctawhatchee and St. Andrew Bay areas without much evidence of an evolutionary transition. While this is probably not entirely true and does not argue for instantaneous Mississippianization or invasion, there is no clear evidence to characterize the period of 200 to 300 years of late Weeden Island to Fort Walton transition. Knight (1984) points out that the transition lacks clarity for the Pensacola variant as well. If a terminal Weeden Island phase can be recognized, the transition may be better explained.

The late prehistoric culture of northwest Florida had at least two regional expressions: Fort Walton and Pensacola. Fort Walton and Pensacola share traits with each other as well as with other Southeastern Mississippian groups. Willey (1949) defines the Fort Walton culture and appends the Pensacola ceramic series to it. However, investigations have demonstrated that Fort Walton and Pensacola are distinctive expressions, or variants, of a more generalized Southern Mississippian cultural development. Artifact assemblages, mound and community settlement system patterns, and behavioral norms inferred from the archaeological data "leave no doubt that they were Mississippian peoples with social and political systems that were more complex than those that had previously evolved in northwest Florida" (Milanich and Fairbanks 1980:193).

In terms of ceramics, Fort Walton is generally characterized by distinctively incised and punctated as well as plain grit- and/or sand-tempered pottery found in both coastal and inland riverine sites (Willey 1949:452-488). The Pensacola variant (Fuller and Stowe 1982; Fuller 1985; Stowe 1985) is distinguished from Fort Walton by its shell-tempered decorated and plain ceramics (Willey 1949) that dominate assemblages with minor sand-tempered components (Fuller and Stowe 1982).

Major villages were likely occupied year-round by at least limited populations, while the smaller hunting, gathering, and horticultural loci were occupied seasonally by only small groups. If horticulture was an economic concern, it may have occurred only at small, scattered sites where arable soils were present (Larson 1980:206-219) or it may have occurred at both small sites and near villages, as well.

Smaller Mississippian coastal sites were less intensively utilized and non-nucleated. These could represent dispersed households and resource exploitation or special function sites (camps). Examples of probable coastal hamlets have been found at a number of sites and there are others in the interior that may be the remains of hamlets. Camps may be related to population fissioning and dispersal on a seasonal or periodic basis. As with Curren's (1976) and Larson's (1980) models for late prehistoric coastal subsistence adaptations, the settlement system implies that there was a scheduled population movement both between villages and smaller sites and likely between villages themselves. These population movements must have been scheduled to take advantage of optimal exploitation conditions.

Although there were fewer mounds than in Weeden Island times, there is clear evidence of ceremonialism in regional Mississippi culture. To the immediate west of Pensacola, 8OK6 was an impressive site, hosting a large platform mound that measures 12 ft in height, 223 ft by 220 ft at the base, and 90 ft by 150 ft at the summit (FMSF n.d.). Over 80 burials are reported to have been interred in that mound, which is presumed to have been a center of political control in the area. In addition to the mounds, there are cemeteries dating to this time period, often near mounds.

The Hickory Ridge site (ES1280) is located west of Pensacola on a large peninsula formed by the Perdido and Pensacola bays. It is a 15th century Mississippian ceremonial cemetery with a Mississippian village site (8ES1052) and lies 50 m to the west. No midden deposits or other indications of long-term occupation were encountered. Phase II testing revealed three burials and indicated that the cemetery has not been significantly disturbed (Phillips 1989). Intact or nearly intact vessels were positioned within a few centimeters of the present land surface.

The mortuary furniture associated with the Hickory Ridge burials strongly suggests that these were high status individuals, at least in a local sense. A number of the grave offerings are exotic in origin. The raw material source for the celts (chlorite schist), for example, is found in the Carolina Piedmont. Novaculite comes from Arkansas, whereas the red and gray chert point found with Burial One appears to be either Tuscaloosa gravel or Citronelle gravel from the interior Gulf Coastal Plain. The ceremonial nature of some of the grave offerings also indicates high status.

The raptorial bird motif, the celts, and the whelk columellae appear at Mississippian ceremonial centers throughout the Southeast (for example, Moundville, Lake Jackson, and Etowah). Milanich (1994:374-375) notes that these symbols were restricted to the elite. In contrast, lower status Mississippian burials often have little or no mortuary furniture. Given the size and isolation of the cemetery, the small number of individuals interred within it, and the exotic and symbolic nature of the grave offerings, Hickory Ridge may have been the burial place for the local elite.

Similar Mississippian burial practices have been reported elsewhere in northwest Florida. For example, Moore (1901, 1918) noted the occurrence of secondary burials, ceremonially killed vessels, and dense concentrations of sherds on several Mississippian cemetery sites in northwest Florida.

Historic Period

Indigenous People & European Contact: At the time of contact with Europeans, the Fort Walton/Pensacola culture was flourishing in the areas around East and Choctawhatchee bays. The mixing of Fort Walton and Pensacola series pottery in Mississippian contexts may be interpreted as a result of the region having been a borderland zone which was utilized by two contemporaneous tribes or, alternatively, the territory of a single chiefdom which utilized the pottery styles and probably other cultural traits of two neighboring cultures.

Hann (1988) suggests that the Pensacola and the Chatot may have both inhabited portions of the western panhandle in the sixteenth and seventeenth centuries. Milanich and Fairbanks (1980) observe the following on the lineage of these two tribes.

> There is no doubt that the Apalachee Indians encountered by the Narvaez and de Soto expeditions in Northwest Florida during the second quarter of the sixteenth century correspond to the late Fort Walton archaeological culture.... European materials have been found at a number of Fort Walton sites.... Spanish colonial-period items have also been found at Pensacola sites. The Pensacola archaeological culture was represented in the historic period by various tribes.... These probably included the Chatot and the Pensacola tribes. Differences in the Fort Walton and Pensacola archaeological complexes thus seem to reflect the same ethnic differences as those present in the historic period [Milanich and Fairbanks 1980:194].

In addition to the Pensacola and the Chatot, other tribes that are historically documented as having been in the western Panhandle include the Sawokli, the Mobile and the Yuchi or Chisca. The Creeks or Seminoles are documented to have been in the project area at the end of the eighteenth century.

As Milanich and Fairbanks (1980) observed, the Pensacola apparently first came into contact with Europeans as a result of the Narvaez expedition of 1528, though it is possible that either sightings or contact with them occurred during the 1519 Garay/Pineda mapping expedition (McGovern 1974). Responsible for charting the northern Gulf Coast, the Garay/Pineda expedition assigned the name “Ochuse” to either Pensacola or Mobile Bay (Tebeau 1971), a reference used later during the 1540 de Soto/Maldonado forays. The surviving accounts of the Garay/Pineda

expedition are sketchy and it remains unclear today as to whether or not they actually went ashore anywhere along the northwest Florida Coast (McGovern 1974).

The first firm evidence of contact comes from accounts of the 1528 Narvaez expedition. In that year, members of the ill-fated group contacted natives “either on or near the [Pensacola] Bay” (Swanton 1946:38). The contact with the unidentified group, now thought to have been the Pensacolas, was initially friendly, but within a short period hostilities broke out, a pattern which seems to typify European and native American contact.

The Nunez Cabeza de Vaca narrative (Bandelier 1904; Hodge and Lewis 1907) is the only surviving account of the encounter. Although sketchy, the narrative mentions that the natives lived in "mathouses," and were dressed in "civet-ermine skins" (probably muskrat) (Swanton 1946:38). The account also mentioned that the group used canoes and had clay pitchers (of unspecified types). Interestingly though, there is no mention of bows and arrows (Tesar 1973:14).

Documentation from the de Soto expedition is also sketchy. By the late summer of 1540, the de Soto expedition had struggled its way into the northern Florida peninsula. De Soto, concerned over the impact of the approaching winter, endeavoring to solidify supply points, and aiming toward the identification of a potential outpost and port location, "...commanded the cavalier Diego Maldonado...to go to the Bay of Aute [Apalachee Bay], where he was to take the two brigantines left by the Comptroller Juan de Anasco" (Varner and Varner 1962:247).

During this scouting and mapping expedition Maldonado relocated Pensacola Bay about which the following account may refer.

> Among other things he found a magnificent harbor called Achusi, which was sheltered from all winds, was capable of receiving many ships, and had such good depth even up to its shore that he was able to bring his ship close to land and disembark with casting open the hatch.... The Captain brought with him from this voyage two Indians who were natives of that same port and province of Achusi [Varner and Varner 1962:247-248].

Little data concerning the natives at Pensacola is offered in the de la Vega account, with the exception of noting that “...the Indians had received him peacefully...[and that] they went in groups of three or four to the brigantines...carrying to them [the Spanish] whatever they requested” (Varner and Varner 1962:248). Two facts concerning the de Soto and Maldonado contacts are of interest to the discussion of the Pensacola and the type of contacts that the group was experiencing with the Spanish. First, following the battle at Mauvilla, de la Vega indicated that de Soto was pleased to hear from the survivors that the distance between Mauvilla and Pensacola was only about 30 leagues (about 78 miles/125 kilometers) according to recounts by Varner and Varner (1962:384-385). De Soto's plans for the outposts at Achusi (q.v. Pensacola), while never coming to fruition, seem to imply that he felt the population in the Achusi province was sufficiently large to warrant a missionary effort, and that the surrounding territory was productive enough to supply the needs of an active port.

The second point of interest concerns the possible degree of contact between the Spanish and the Pensacola during the years of the de Soto expedition. De la Vega's summation of the activities of Maldonado and Gomez Arias from the fall of 1540 through 1542 suggests that repeated visits were made to the Pensacola area. Following Maldonado's mapping expedition, de Soto dispatched Maldonado and Arias to Havana to secure additional ships and supplies. They were to rendezvous with de Soto at Achusi in the winter of 1540, and the supplies were to include items of support for the projected colonies.

By late fall, 1540, the intrepid captains had "...purchased three ships and loaded them with food, arms and ammunition, and in addition with calves, goats, ponies, mares, sheep, wheat, barley and garden stuff" (Varner and Varner 1962:632). Maldonado and Arias returned to Achusi, where they waited for at least a month; de Soto, of course, never appeared. After scouting the coastlines in both directions, they departed to Havana, but in the summers of 1541 and 1542 they again returned. Apparently, during the latter visit, at least Maldonado spent some time at Achusi (Swanton 1946; Varner and Varner 1962).

From the available documentation, a minimum of three important contacts were made between the Pensacola and members of the de Soto expedition: 1) the late summer/early fall 1540 Maldonado contact during the coastal mapping and scouting reconnaissance; 2) the winter 1540 Maldonado/Arias contact; and 3) the summer 1542 Maldonado contact. Additionally, at least one of the Achusi (Curaca), who is identified by de la Vega as "a lord of vassals" (Varner and Varner 1962:248) had extended contact with de Soto's group, serving them for some eight months in 1540.

Between 1680 and the founding of the first Pensacola Bay colony, at least 11 Spanish expeditions skirted the Gulf Coast between St. Marks (a Spanish settlement at the mouth of the Wakulla River) and Pensacola Bay. During a 1686 Spanish expedition from Mexico, the Pensacola complained to the Spanish of hardships from wars with the Mobile (Hann 1988:80). Also, the Pensacola described their territory as extending to the Apalachicola River (Hann 1988:80). This claim is probably exaggerated, however, since that would mean the Pensacola controlled land that included Chacato or Chatot territory.

The abortive de Luna colonizing effort on western Santa Rosa Island, between 1559 and 1561, apparently left little lasting trace, although a lingering memory of the colony in the form of a single structure is illustrated on the 1616 Tatton map entitled "Noua et rece Terraum et regnorum Californiae." This map is also noteworthy in that for the first time, the barrier islands are clearly presented, though their size and configuration are significantly different from reality.

On May 15, 1693, Dr. Carlos de Siguenza y Gongora submitted an initial evaluation of Pensacola Bay and its surrounding area to the Viceroy of New Spain, Conde de Galve. The Spanish government was preparing to re-establish a colony at the Bay. Fearful of French expansion, the Spanish founded the presidio of Santa Maria de Galve and Fort San Carlos de Austria on Pensacola Bay in 1698, commencing the first Spanish Period. The French attacked and burned Santa Maria de Galve in 1719. The Spanish and French continued to struggle over the presidio until 1722 when, in a treaty between the two nations, France restored northwest Florida

to the Spanish (Parks 1986). Investigations by UWF (Bense and Wilson 1999) at Pensacola Naval Air Station isolated and spatially defined the First and Second Spanish Period occupations as well as the British occupations, and a Historic Indian component temporally associated with the First Spanish Period. Their excavations also identified the stockade walls of Fort San Carlos de Austria as well as structures and features.

After the 1722 treaty was signed, the Spanish resettled on Santa Rosa Island, naming the new fort, "Santa Rosa Punta de Siquenza" (8ES22). The colony (8ES22) on Santa Rosa Island struggled for existence from its founding until 1752. While neither the Island nor the mainland was considered productive agriculturally, there is evidence which suggests that the colonists were engaged in timbering, brick making, and naval stores production. In 1743, Dom Serres, working for the Havana Company, visited the colony in order to obtain "timber, pitch and turpentine" (Manucy 1939:26). The Santa Rosa colony was destroyed by a hurricane in 1752 and no attempt was made to re-establish it at that location.

In 1757, the Spanish once again attempted to establish a colony at Pensacola Bay. The new effort was named Panzacola, with the settlement established near present-day Seville Square. However, it was to be short-lived. In 1763, Great Britain, under the terms of the Treaty of Paris which concluded the Seven Years War, assumed control of the settlement.

During the first period of Spanish control of Florida, which spanned more than two centuries, the only established towns were Pensacola and St. Augustine, plus some scattered missions. Most of West Florida was still occupied by the indigenous peoples, while the European population was largely restricted to within a few miles of Spanish enclaves. The British attributed the failure of Spanish attempts to colonize Florida to the "lazy Latin character" (Rea 1974:57-58). Laziness had nothing to do with the failed attempts, which were impeded by a combination of factors, including tropical storm activity, low soil fertility, few mineral resources, hostilities from the British Colonies and their Indian allies, and a lack of support from Spain.

The situation changed with the arrival of the British, who did not experience the same hostilities, thereby eliminating at least one impediment to settlement. The British also arrived with a spirited outlook. Viewing themselves as more industrious and entrepreneurial than other European nations, the leaders were enthusiastic about the potential. Pensacola was the capital of West Florida and the British converted the small Spanish settlement into a heavily fortified military establishment, busy port city, and center of commerce (Parks 1986). Land was granted to freemen colonists, a West Florida Assembly was elected, a Board of Trade initiated, a plan for a new town of Pensacola was drawn up, and the new Governor of West Florida, George Johnstone, advertised the virtues of West Florida in Georgia newspapers in the hopes of attracting new colonists (McGovern 1974:83-85).

Despite the good press given the new colony, settlement outside Pensacola grew at a much slower rate than Britain's other dominions. They faced the same problem with low soil fertility, prohibitions against trade with the Spanish and French, and their Indian allies, the Creeks, were reluctant to cede lands for European settlement, agreeing initially to cede only lands within 15

miles around Pensacola (Johnson 1942:42). Settlement outside the immediate area of Escambia Bay was more widely scattered.

Maps drawn by George Gauld in 1768 and David Taitt in 1771 depict a number of huts and small temporary Indian camps along the road leading from Pensacola to the villages of the Upper Creek Nation near Montgomery, Alabama, and the confluence of the Coosa and Tallapoosa rivers. Outside Pensacola, the British operated at least three water-powered sawmills. Gauld's 1768 map of the Pensacola area shows Tate's Sawmill on Elevenmile Creek near Perdido Bay. Snider and Palmer (1994:549) note the "Old English Sawmill" north of Pensacola on a tributary of the Escambia River. The Colonial Office Records document the James Bruce sawmill that is probably located on Carpenter's Creek (Phillips 1996, 1998). Timber, indigo, deerskins, cattle, corn, tallow, bear's oil, rice, tobacco, salted fish, pecans, sassafras, and oranges were exported during this period (Howard 1940:127). The archaeological remains of the Fort of Pensacola and interior buildings, private residences outside the fort, and the nearby Fort George redoubt, have been documented in several investigations (Baker 1975; Bense 1989).

By the late 1770s the English and Spanish were again at war. Spanish forces under Bernardo de Galvez, attempting to destroy British influence on the northern Gulf Coast, ousted the English from Pensacola in 1781 following the Siege of Pensacola (Coker and Coker 1981). This battle, fought in the North Hill area, was archaeologically documented by Baker (1975). The Spanish regained control of northwest Florida, and established Fort San Carlos de Barrancas on the mainland at the mouth of Pensacola Bay to protect the harbor.

During the Second Spanish Period from 1781 to 1821, the local population continued to grow. The colonial settlements in the Second Spanish Period were concentrated near the mouth of Pensacola Bay on the peninsulas, islands, and mainland.

Indian trade grew in commercial importance, more brickyards were established, and cattle ranching thrived. The vast longleaf pine forests of northwest Florida became even more important economically, and northwest Florida's considerable topographic relief and many spring-fed, perennial drainages provided countless water-powered mill seats for the lumber industry. This period also witnessed an upsurge in sawmills as timber grew in importance as a natural resource. A sawmill was constructed in 1798 by Milan de la Carrera near the Escambia River (American State Papers 1859:173) and a second nearby a little later (Snider and Palmer 1994:549). UWF has studied many such mills, including one (8ES1965) on Clear Creek and the second (8ES982) located to the north on Spanish Mill Creek (Phillips 1993).

The market for deerskins was also on the upswing during the Second Spanish Period, spurred in large measure by the Industrial Revolution in England, which created a demand for leather. The chief commercial enterprise for deerskin and other commercial items was the Panton-Leslie trading company, which was headquartered in Pensacola. Eventually, the company dominated the Indian trade in the area. As Pensacola became the center of a thriving trade operation, Panton-Leslie netted significant profits from deerskins and eventually gained them vast Indian lands (Brown 1959:328-336).

The American Period & Statehood: The waning years of the Spanish colonial administration in West Florida were fraught with conflict. Though Spain retained control of West Florida east of the Perdido River until 1821, twice in the 10 years prior to that date Andrew Jackson occupied Pensacola, first in 1814 and then in 1817. While the route of his 1814 campaign has been attributed to the route of the so-called Military Road, documentation indicates that his troops skirted to the north of the Yellow River (McGovern 1974), approaching Pensacola from the northeast rather than the southeast.

After a number of skirmishes and invasions of Pensacola by General Andrew Jackson, the Spanish finally withdrew, ceding Florida to the United States by a treaty in 1819 that was signed by King Ferdinand of Spain in 1820, and it became a state in 1821, with Pensacola as the temporary capital (McGovern 1974). Growth was slow overall, but Pensacola's economic condition improved in the 1820s when a U.S. Navy Yard was established southwest of the city. The city was plagued with other problems, such as yellow fever epidemics and government neglect. However, there were opportunities for economic growth in the forest and surrounding waters. Numerous brickyards were established in the vicinity of Pensacola and along the larger rivers. These enterprises provided bricks for the federal forts under construction near the mouth of the harbor (e.g., Fort Pickens in 1834, Barrancas in 1844).

The local impact of the War was primarily economic; Union blockades at Pensacola and the disruption of transportation to more northerly markets in Alabama and Georgia devastated the stock and timber markets. Several local units were formed (McKinnon 1975) and were active in the Confederate Army for the duration of the war; this effectively decimated the local labor force. Although direct military actions between legitimate forces were few, in the waning years of the conflict deserters and irregular forces ranged across the area, committing "unspeakable acts" (McKinnon 1975) and causing further damage to the already faltering economy and social fabric.

The post-Civil War era was characterized by the growing importance of Southern forest resources and the coming of the railroad led to large-scale settlement of the region. In the decades following 1900, when turpentining was at its peak, the industry was undergoing a transformation as new collection cups and gutters replaced the primitive wooden boxes previously used to collect pine resin.

The turpentine industry owed the cup and gutter collection method to Dr. Charles H. Herty, a chemist at the University of Georgia whose 1901 research near Ocilla, Georgia resulted in him making the statement that “turpentine gathering as now conducted in the United States, is needlessly destructive of the forests and needlessly wasteful of the product” (Herty 1903:9).

Herty created a simplified cup and gutter system based on a model in use in France and the result was a decrease in forestry expertise and labor (Reed 1995). Herty’s first system used two v-shaped galvanized iron gutters to collect the rosin and eventually he patented a ceramic cup (Reed 1995; Butler 1998). The use of the cups prolonged the life and productivity of turpentine trees, which in turn extended the life of the naval stores industry in the region and their competitive position.

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CHAPTER FOUR
PROJECT METHODS & FINDINGS

Background and Literature Search

Previous Archaeological Investigations

Examination of records at FMSF revealed no previously known sites or other cultural resources located within the 98.03-ac tract proper. However, in 2013, PTA conducted a CRAS of 240 adjacent acres, where the existing camps was developed. A total of 104 survey shovel tests (SST) and 34 recording shovel tests (RST) were excavated during the 2013 survey (Figure 3).

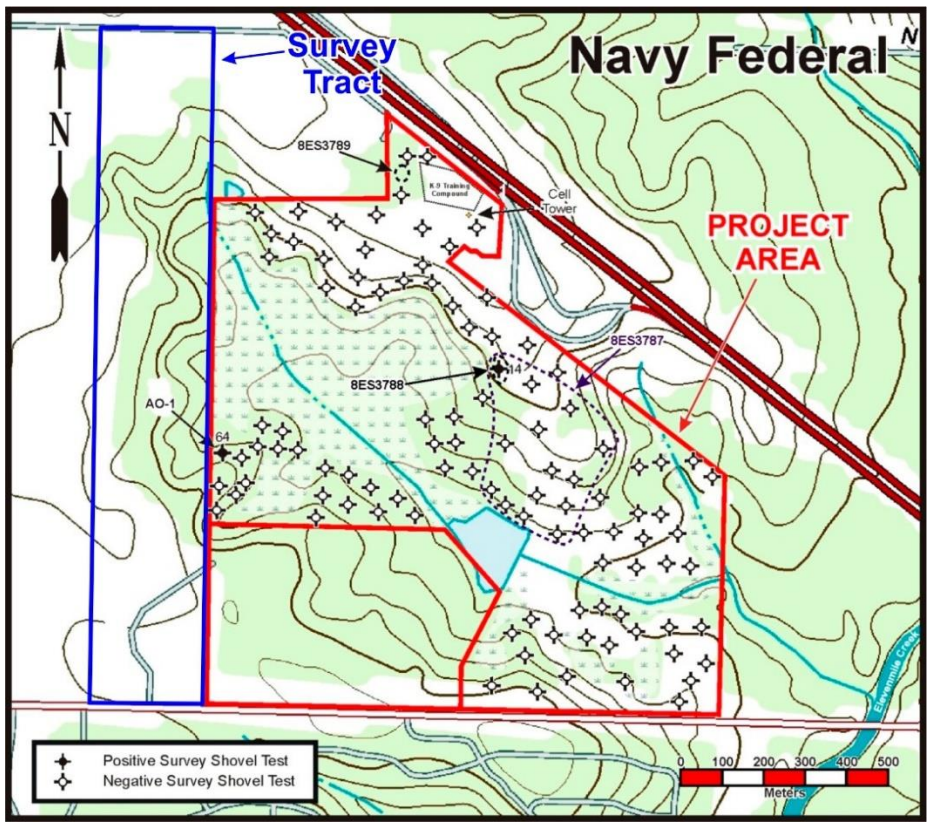

Figure 3. Map of 2013 project area (red) with 2019 survey tract (blue) overlaid (from Aubuchon and Campbell 2013)

The effort resulted in the identification of one historic cultural resource group, 8ES1387, a former 4-H camp containing seven historic structures and one historic archaeological site. In addition, the 2013 survey identified a historic archaeological site and prehistoric archaeological occurrence not within the resource group. Table 3 lists the findings from the adjacent survey tract, with those included in Resource Group 8ES3787 in italics.

Table 1. Summary of Cultural Resources Identified Within the Project Area

Occurrence Type	Site No.	Eligibility	Threats	Testing Priority
Resource Group	8ES3787	Ineligible	n/a	n/a
Historic Site	*8ES3788*	*Ineligible*	*n/a*	*n/a*
Historic Structure	*8ES3790*	*Ineligible*	*n/a*	*n/a*
Historic Structure	*8ES3791*	*Ineligible*	*n/a*	*n/a*
Historic Structure	*8ES3792*	*Ineligible*	*n/a*	*n/a*
Historic Structure	*8ES3793*	*Ineligible*	*n/a*	*n/a*
Historic Structure	*8ES3794*	*Ineligible*	*n/a*	*n/a*
Historic Structure	*8ES3795*	*Ineligible*	*n/a*	*n/a*
Historic Structure	*8ES3796*	*Ineligible*	*n/a*	*n/a*
Historic Site	8ES3789	Ineligible	n/a	n/a
Archaeological Occurrence	AO-1	Ineligible	n/a	n/a

A review of the Land Boundary Information System produced an image of the original survey plat for T1S-R31W, a portion of which is shown in Figure 4. The plat map shows portions of Section 4 that were transferred to George W. Robinson in 1881 from the State of Florida by the Trustees of the Internal Improvement fund. Robinson probably acquired the land for its timber as he is known to have owned a timber company, at least in later years. The 98.03-acre tract is fully encompassed within the western portion of George W. Robinson property

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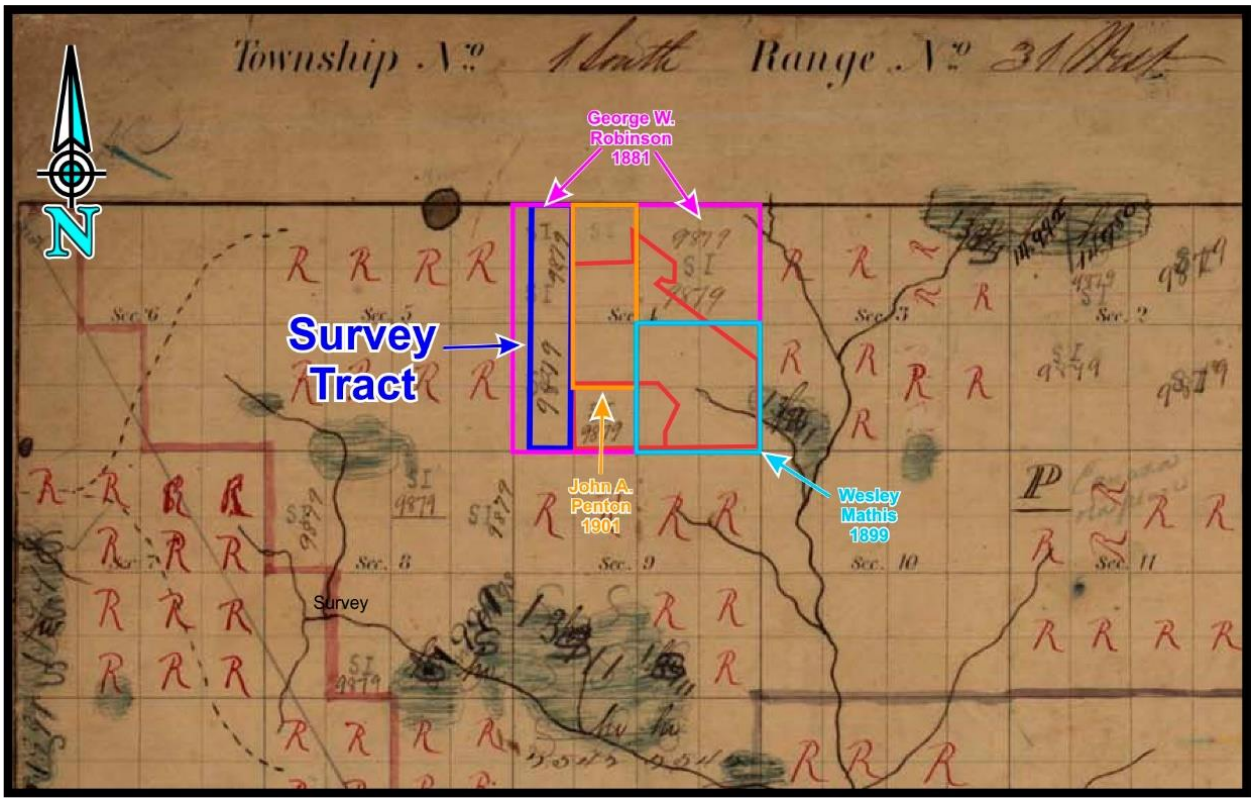

Figure 4. Portion of original survey plat (date unknown), showing land ownership in the 2019 survey tract (blue) and adjacent NFCU land (red) to the east

A review of General Land Office (GLO) records produced two homestead patents within the project area (refer to Figure 4). Wesley Mathis claimed the southeast quarter in 1899. John A. Penton then claimed the east half of the northwest quarter and the northeast quarter of the southwest quarter in 1901. Together these claimed the remaining state land in Section 4. A full chain of title search was beyond the scope of the current work, but this data at least establishes a time frame for when the land in the area first passed into private ownership.

Another source examined was historic aerial photographs made available on the internet by the University of Florida. The current survey tract appears without improvements on the 1941, 1951, and 1958 aerials. The 1958 aerial is shown for reference as it depicts the 4-H Camp to the east (Figure 5).[6]

[6] Portions of the photograph covering the survey are obscured in both original aerials.

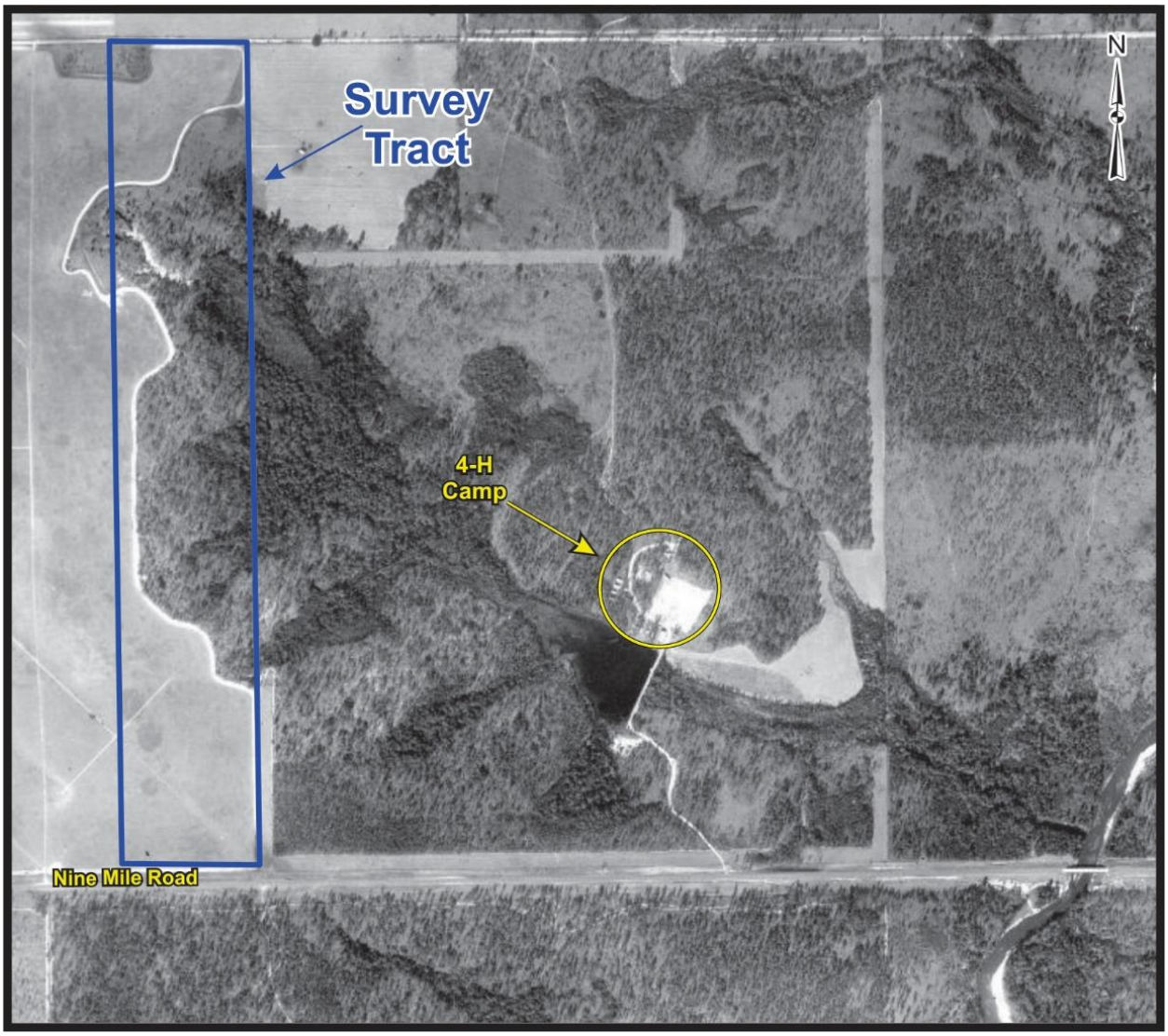

Figure 5. Portion of the 1958 aerial photograph with overlay of project area

The 1978 (photo revised 1987) USGS Cantonment 7.5-minute quadrangle (Figure 6) depicts a road in the northern part of the tract and one structure on the south side of the road. The improvements reflect military use of the area. To the east, the former 4-H camp is officially designated the Langley Bell 4-H Center on adjacent NFCU property where the existing campus is located. The camp was named for the benefactor who donated the land originally.

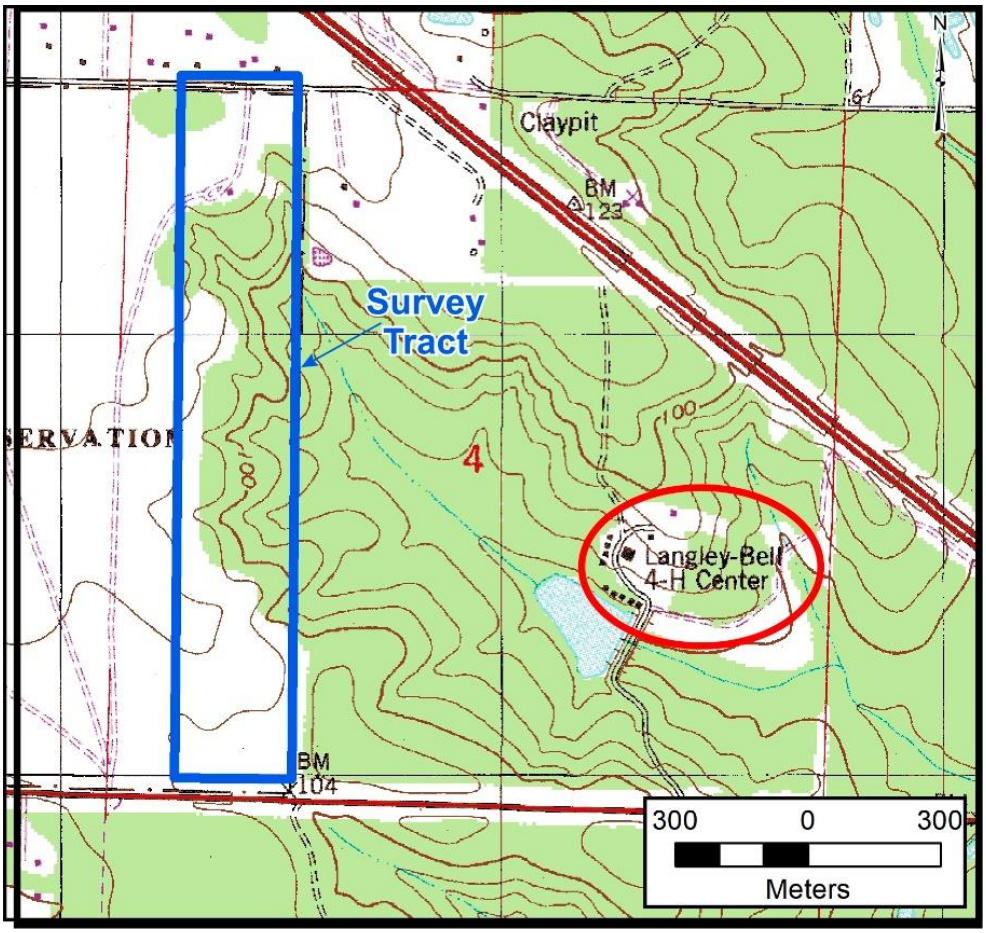

Figure 6. Portion of the 1978 (photo revised 1987) USGS Cantonment 7.5-minute quadrangle showing survey tract in relation to the Langley-Bell 4-H Center to the east

Setting

The survey area is a rectilinear tract that encompasses a small portion of the unnamed tributary of Elevenmile Creek that bisects the NFCU Heritage Oak Campus in a northwest to southeast fashion. The unnamed tributary of Elevenmile Creek exhibits smaller tributaries, steepheads, and dry gullies. The adjacent uplands had moderate to steep slopes along gullies and drainages. Elevation ranges from 50 ft amsl along the eastern property boundary to approximately 125 ft amsl in the northern portion of the survey tract.

The vegetation is highly variable between wide open areas and closed forest canopy (Figure 7). The cleared portion is an open field with Bermuda grass, cord grass, and St. Augustine grass. Vegetation features an upper canopy of live oaks, heritage oaks, turkey oaks, post oaks, bluejack oaks, laurel oaks, southern red oaks, hickory, slash pines, longleaf pines, and southern magnolias with a moderate to dense understory of yaupon, sparkleberry, low bush blueberry, saw palmetto, greenbriers, muscadines, and various shrubs. Ground cover includes bracken fern, deer moss, and leaf litter with zero surface visibility (Figure 8).

Figure 7. View of open field and wooded area within survey tract, facing southeast toward small military structure

Figure 8. View of obscured ground within the wooded area in survey tract

Overstory in and around drainages was denser and consisted of a closed canopy of pond pines, slash pines, loblolly bays, southern magnolias, water oaks, cypress, and Chinese tallow (invasive) with an understory of dense gallberry, greenbriers, devil's walking stick, muscadines, and various shrubs.

There are several soil types mapped in the survey tract, with Bonifay loamy sand covering the most area. The Bonifay loamy sand is designated by slope percentage, the open pasture is marked by Bonifay loamy sand with 0 to 5 percent slope and within the hardwood canopy is marked by Bonifay loamy sand 5 to 8 percent slope. Bonifay loamy sand is a deep, well-drained soil typically found on knolls and ridges on marine terraces.

Other soils mapped are the Troup-Poarch complex, Poarch sandy loam, and Dorovan muck and Fluvaquents. Areas of Troup sand and Poarch sandy loam or intermingled (Troup-Poarch complex) are considered somewhat excessively drained to well-drained soil with a deep profile. Both are found on rises and ridges on marine terraces.

Soils in drainages are marked by Dorovan muck and Fluvaquents, which are very poorly drained soils typically found on floodplains on marine terraces. A typical profile is designated by a single soil horizon, an Oa horizon, a highly organic muck that is almost always wet. No shovel tests were placed in areas with Dorovan muck and Fluvaquents.

Disturbance results mostly from clearing and military use of the area. A small structure sits near the tree line and remnant roadways and a concrete pad have all impacted the tract to some degree. Erosion was also noted in the lower-lying settings near drainages.

Figure 9. View of road remnant from military use in survey tract, facing south-southeast

Fieldwork

Procedures

Fieldwork was initiated with a reconnaissance survey conducted by the field director of the property to identify general areas of higher and lower probability of hosting prehistoric and historic sites. Then augmented by an intensive pedestrian and subsurface survey conducted by a two-person archaeological crew with quality control/quality assurance inspection from the field director.

All exposed areas were examined for evidence of past cultural activity. A total of 120 50 cm by 50 cm SSTs were excavated across the tract (Figure 10). SSTs were laid out on a 50-m grid, but subject to adjustment. The 50-m interval is logistically well suited to adjustments, tightening the interval to 25 m in higher potential loci and expanding to 75 to 100 m, as warranted, while still on the grid.

Figure 10. Map of NFCU survey tract showing SSTs and archaeological occurrence, PTA-01-2019

Most of the tract was treated as medium probability and surveyed at 50 m intervals; most of the southern end was considered low potential and the interval expanded to 75 m, except in two areas where judgmental SSTs were excavated in settings that seemed to have good site potential. No SSTs were excavated in wetlands or on steep slopes.

Fill was screened through one-quarter-inch hardware mesh for recovery of artifacts. All shovel tests measured 50 cm by 50 cm were excavated to a depth of 100 cm except where an obstruction such as the water table or impenetrable clay or hardpan was encountered. All pits were backfilled upon completion of documentation.

Survey notes were maintained during the work, and representative notes were taken on stratigraphy, setting, and disturbance. Other documentation included a photographic log and bag list. The effort was recorded through digital photography, GPS recording, and mapping.

Results

Of the 120 SSTs, only one was positive. SST 97 was a judgmental unit placed off-grid on a level stream terrace with a slight eastward slope toward the drainage. It produced a prehistoric sherd from 30 to 40 cmbgs, but excavation continued to a meter without further recovery.

Delineation efforts included the excavation of 11 RSTs placed at 10 to 20 m intervals in the cardinal directions and 30 m intervals in the ordinal directions. None of the RSTs produced additional cultural remains nor evidence of cultural deposits, such as midden or features, so the find was designated an archaeological occurrence, PTA-01-2019. The sherd is a sand-tempered decorated vessel fragment with an eroded surface that precluded identification to type.

Unexpected Discoveries

If unexpected discoveries, such as Native American graves or lost historic cemeteries had been encountered, then guidelines set forth in Chapter 872, F.S. (Florida's Unmarked Burial Law) would have been followed. However, no site of sensitive nature was identified during the survey. The client is advised that if human remains or unexpected discoveries are encountered during ground disturbing activities, then work will cease immediately. The client will notify the Florida SHPO within 24 hours at (850) 245-6333 to begin procedures that are outlined in Chapter 872, F.S.

Artifact Processing & Analysis

Subsequent to fieldwork, the artifact was returned to the PTA laboratory where it was processed, analyzed, and catalogued. Analysis focused on surface treatment, decoration, paste, and temper with reference to works by Willey (1949), Scarry (1985), and Fuller and Stowe (1982). No lithics or historic remains were recovered, so procedures for analysis of those groups is omitted from this section.

Curation

All documents and artifacts resulting from this work will be prepared for curation, and turnover of materials will be coordinated with NFCU, unless otherwise specified.

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CHAPTER FIVE
MANAGEMENT RECOMMENDATIONS

Unit Summary

PTA conducted an intensive CRAS of the 98.03-ac tract west of the NFCU Oaks Heritage Campus. A total of 120 SSTs were excavated, one of which was positive, recovering an unidentified eroded decorated ceramic vessel fragment. Eleven RSTs were subsequently excavated around the find, but all were negative. Designated an archaeological occurrence and labeled PTA-01-2019, the find is ineligible for NRHP nomination. PTA recommends no further work.

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APPENDIX A
Survey and Survey Legal Description provided by NFCU

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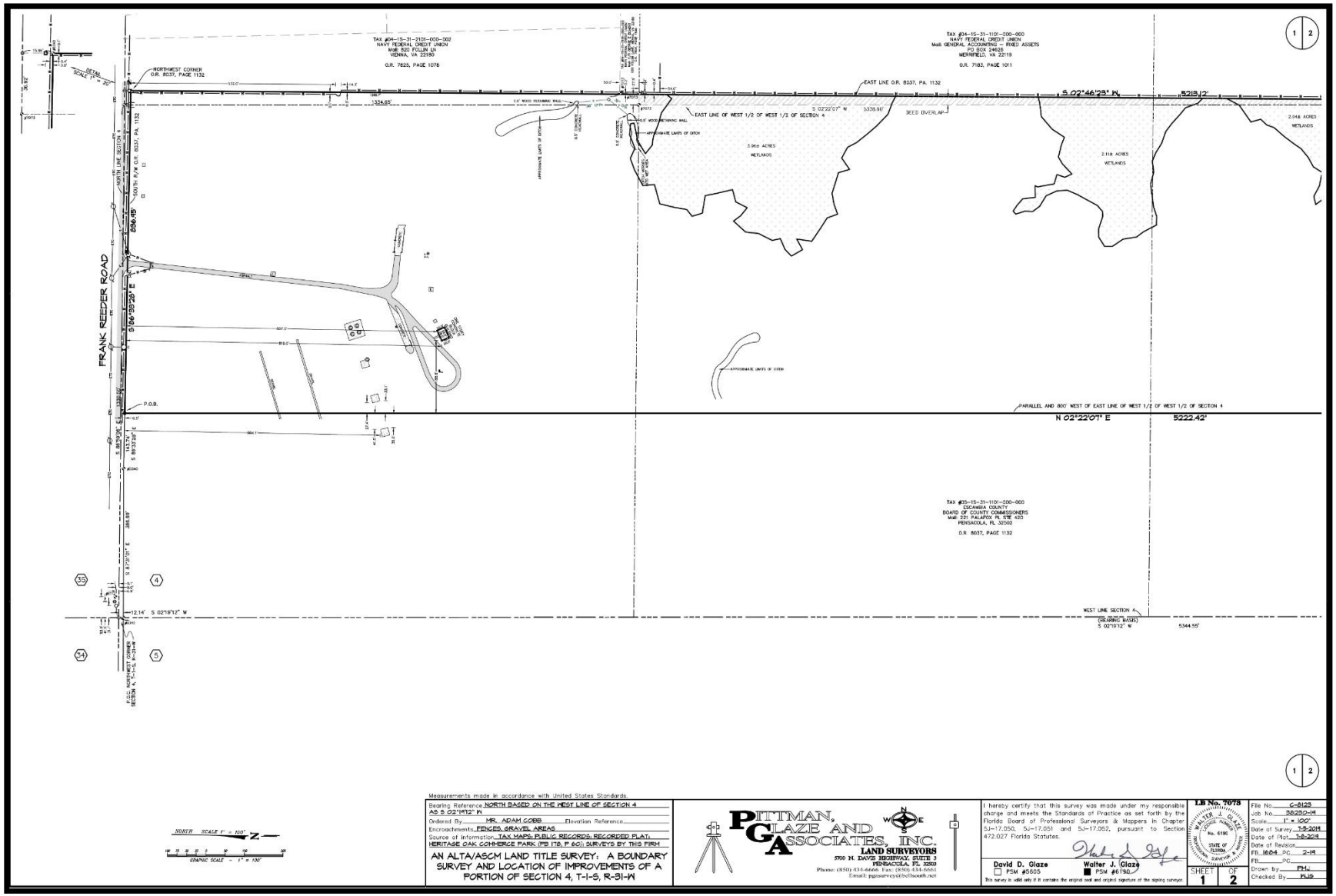


Measurements made in accordance with United States Standards.

Bearing Reference NORTH BASED ON THE WEST LINE OF SECTION 4 AS S 02°19'12" W

Ordered By MR. ADAM GOBB Elevation Reference

Encroachments FENCES, GRAVEL AREAS

Source of Information TAX MAPS; PUBLIC RECORDS; RECORDED PLAT; HERITAGE OAK COMMERCE PARK (PB 17B, P 60); SURVEYS BY THIS FIRM

AN ALTA/ASCM LAND TITLE SURVEY: A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF SECTION 4, T-1-S, R-31-W

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone: (850) 434-6666 Fax: (850) 434-6661
Email: pgasurvey@bellsouth.net

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

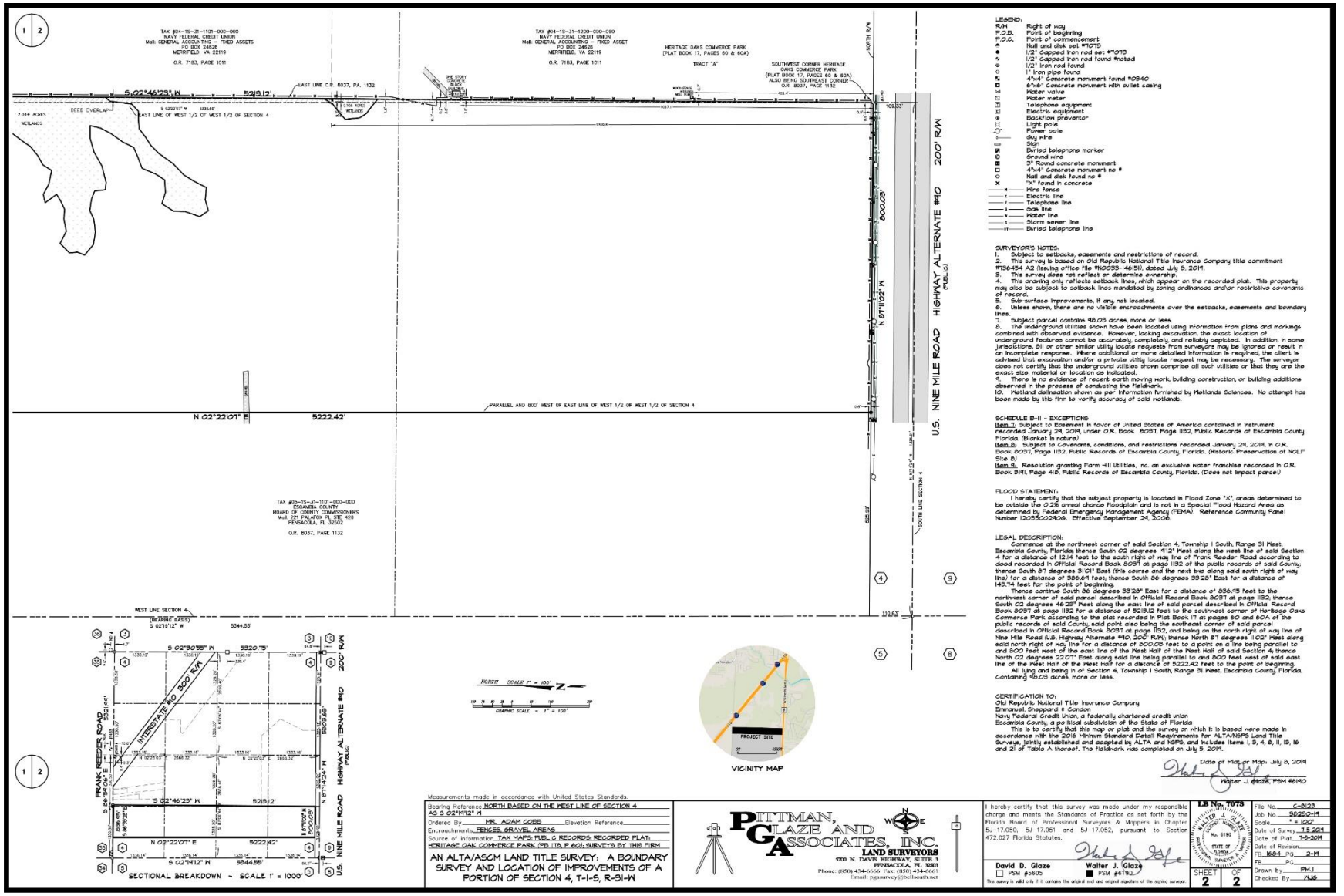
This survey is valid only if it contains the original seal and original signature of the signing surveyor.

LB No. 7078

WALTER J. GLAZE No. 6190 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

SHEET 1 OF 2

File No. C-0123
Job No. 38250-19
Scale 1" = 100'
Date of Survey 7-8-2019
Date of Plat 7-8-2019
Date of Revision
FB 1684 PG 2-19
FB PG
Drawn by PH
Checked By PJG



LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
●	Nail and disk set #7078
●	1/2" Capped iron rod set #7078
∿	1/2" Capped iron rod found #noted
⊗	1/2" Iron rod found
○	1" Iron pipe found
■	4"x4" Concrete monument found #2940
■	6"x6" Concrete monument with bullet casing
	Water valve
	Water meter
	Telephone equipment
	Electric equipment
	Backflow preventor
	Light pole
	Power pole
	Guy wire
	Sign
	Buried telephone marker
	Ground wire
	3" Round concrete monument
	4"x4" Concrete monument no #
	Nail and disk found no #
×	"X" found in concrete
	Wire fence
	Electric line
	Telephone line
	Gas line
	Water line
	Storm sewer line
	Buried telephone line

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This survey is based on Old Republic National Title Insurance Company title commitment #TB6454 A2 (issuing office file #NOCBS-146151), dated July 8, 2019.
3. This survey does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. Sub-surface improvements, if any, not located.
6. Unless shown, there are no visible encroachments over the setbacks, easements and boundary lines.
7. Subject parcel contains 49.05 acres, more or less.
8. The underground utilities shown have been located using information from plans and markings combined with observed evidence. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary. The surveyor does not certify that the underground utilities shown comprise all such utilities or that they are the exact size, material or location as indicated.
9. There is no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
10. Wetland delineation shown as per information furnished by Wetlands Sciences. No attempt has been made by this firm to verify accuracy of said wetlands.

SCHEDULE B-II – EXCEPTIONS

Item 7. Subject to Easement in favor of United States of America contained in instrument recorded January 29, 2019, under O.R. Book 8037, Page 1152, Public Records of Escambia County, Florida. (Blanket in nature)

Item 8. Subject to Covenants, conditions, and restrictions recorded January 29, 2019, in O.R. Book 8037, Page 1152, Public Records of Escambia County, Florida. (Historic Preservation of NOLF Site 8)

Item 9. Resolution granting Farm Hill Utilities, Inc. an exclusive water franchise recorded in O.R. Book 3141, Page 416, Public Records of Escambia County, Florida. (Does not impact parcel)

FLOOD STATEMENT:

I hereby certify that the subject property is located in Flood Zone "X", areas determined to be outside the 0.2% annual chance floodplain and is not in a Special Flood Hazard Area as determined by Federal Emergency Management Agency (FEMA). Reference Community Panel Number 12033C0216G. Effective September 29, 2006.

LEGAL DESCRIPTION:

Commence at the northwest corner of said Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence South 02 degrees 19'12" West along the west line of said Section 4 for a distance of 12.14 feet to the south right of way line of Frank Reeder Road according to deed recorded in Official Record Book 8037 at page 1152 of the public records of said County; thence South 87 degrees 31'01" East (this course and the next two along said south right of way line) for a distance of 386.64 feet; thence South 86 degrees 33'28" East for a distance of 149.74 feet for the point of beginning.

Thence continue South 86 degrees 33'28" East for a distance of 836.45 feet to the northwest corner of said parcel described in Official Record Book 8037 at page 1152, thence South 02 degrees 46'23" West along the east line of said parcel described in Official Record Book 8037 at page 1152 for a distance of 5218.12 feet to the southwest corner of Heritage Oaks Commerce Park according to the plat recorded in Plat Book 17 at pages 60 and 60A of the public records of said County, said point also being the southeast corner of said parcel described in Official Record Book 8037 at page 1152, and being on the north right of way line of Nine Mile Road (U.S. Highway Alternate #90, 200' R/W); thence North 87 degrees 11'02" West along said north right of way line for a distance of 800.05 feet to a point on a line being parallel to and 800 feet west of the east line of the West Half of the West Half of said Section 4; thence North 02 degrees 22'07" East along said line being parallel to and 800 feet west of said east line of the West Half of the West Half for a distance of 5222.42 feet to the point of beginning.

All lying and being in of Section 4, Township 1 South, Range 31 West, Escambia County, Florida. Containing 49.05 acres, more or less.

CERTIFICATION TO:

Old Republic National Title Insurance Company
Emmanuel, Sheppard & Condon
Navy Federal Credit Union, a federally chartered credit union
Escambia County, a political subdivision of the State of Florida

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 8, 11, 13, 16 and 21 of Table A thereof. The fieldwork was completed on July 5, 2019.

Date of Plat or Map: July 8, 2019

Walter J. Glaze, PSM #6190

Measurements made in accordance with United States Standards.

Bearing Reference NORTH BASED ON THE WEST LINE OF SECTION 4 AS S 02°19'12" W

Ordered By: MR. ADAM GOBB Elevation Reference:

Encroachments: FENCES, GRAVEL AREAS

Source of information: TAX MAPS; PUBLIC RECORDS; RECORDED PLAT; HERITAGE OAK COMMERCE PARK (PB 17B, P 60); SURVEYS BY THIS FIRM

AN ALTA/ASCM LAND TITLE SURVEY: A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF SECTION 4, T-1-S, R-31-W

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL. 32503
Phone: (850) 434-6666 Fax: (850) 434-6661
Email: pgasurvey@bellsouth.net

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ☐ PSM #5605

Walter J. Glaze ■ PSM #6190

This survey is valid only if it contains the original seal and original signature of the signing surveyor.

LB No. 7078

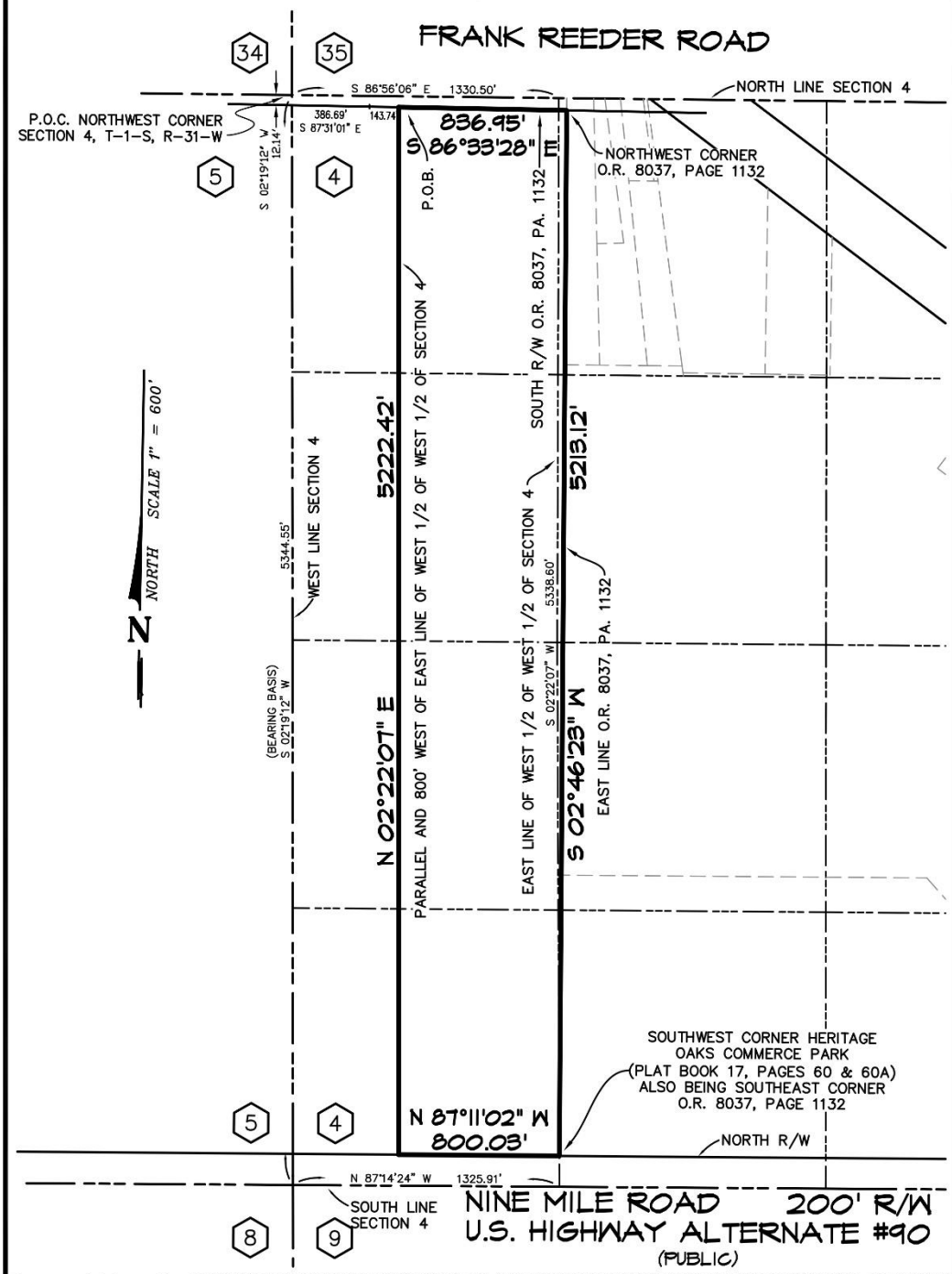
WALTER J. GLAZE LICENSE NUMBER No. 6190 STATE OF FLORIDA SURVEYOR

SHEET 2 OF 2

File No.	C-0123
Job No.	58220-19
Scale	1" = 100'
Date of Survey	7-5-2019
Date of Plat	7-8-2019
Date of Revision	
FB 1684	PG 2-19
FB	PG
Drawn by	PHJ
Checked By	PJG

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 4, T-1-S, R-31-W



Source of Information: TAX MAPS; PUBLIC RECORDS; RECORDED PLAT: HERITAGE OAK COMMERCE PARK (PB 17B, P 60); SURVEYS BY THIS FIRM
Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes. **LB No. 7078**

File No.	A-15,239
Drawn By	PMJ
Job No.	38230-19b
Checked By	WJG
Scale	1" = 600'
Elevation Reference	
Date of Survey	FB PG
Date of Plat	6-6-2019 FB PG
Date of Revision	
Ordered By	MR. ADAM COBB
Encroachments	
Bearing Reference	NORTH BASED ON THE WEST LINE OF SECTION 4 AS S 02°19'12" W

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

NOT VALID WITHOUT SEAL AND SIGNATURE

SHEET 1 OF 2

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 4, T-1-S, R-31-W

LEGEND:
R/W Right of way
P.O.B. Point of beginning
P.O.C. Point of commencement

SURVEYOR'S NOTES:
1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.
4. This property may also be subject to setback lines mandated by zoning ordinances and\or restrictive covenants of record.
5. NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION:

Commence at the northwest corner of said Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence South 02 degrees 19'12" West along the west line of said Section 4 for a distance of 12.14 feet to the south right of way line of Frank Reeder Road according to deed recorded in Official Record Book 8037 at page 1132 of the public records of said County; thence South 87 degrees 31'01" East (this course and the next two along said south right of way line) for a distance of 386.69 feet; thence South 86 degrees 33'28" East for a distance of 143.74 feet for the point of beginning.

Thence continue South 86 degrees 33'28" East for a distance of 836.95 feet to the northwest corner of said parcel described in Official Record Book 8037 at page 1132; thence South 02 degrees 46'23" West along the east line of said parcel described in Official Record Book 8037 at page 1132 for a distance of 5213.12 feet to the southwest corner of Heritage Oaks Commerce Park according to the plat recorded in Plat Book 17 at pages 60 and 60A of the public records of said County, said point also being the southeast corner of said parcel described in Official Record Book 8037 at page 1132, and being on the north right of way line of Nine Mile Road (U.S. Highway Alternate #90, 200' R/W); thence North 87 degrees 11'02" West along said north right of way line for a distance of 800.03 feet to a point on a line being parallel to and 800 feet west of to the east line of the West Half of the West Half of said Section 4; thence North 02 degrees 22'07" East along said line being parallel to and 800 feet west of said east line of the West Half of the West Half for a distance of 5222.42 feet to the point of beginning.

All lying and being in of Section 4, Township 1 South, Range 31 West, Escambia County, Florida. Containing 98.03 acres, more or less.

Source of Information: TAX MAPS; PUBLIC RECORDS; RECORDED PLAT: HERITAGE OAK COMMERCE PARK (PB 17B, P 60); SURVEYS BY THIS FIRM
Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes. **LB No. 7078**

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

File No. A-15,239 Drawn By PMJ
Job No. 38230-19b Checked By WJG
Scale 1" = 600' Elevation Reference
Date of Survey FB PG
Date of Plat 6-6-2019 FB PG
Date of Revision
Ordered By MR. ADAM COBB
Encroachments

Bearing Reference NORTH BASED ON THE WEST LINE OF SECTION 4 AS S 02°19'12" W

NOT VALID WITHOUT SEAL AND SIGNATURE

SHEET 2 OF 2

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EXHIBIT A

Escambia County
Clerk's Original

5/16/2019 CAT I-4

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (this "Contract') is entered into by and between **ESCAMBIA COUNTY,** a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners ("Seller"), and **NAVY FEDERAL CREDIT UNION,** a federally chartered credit union ("Purchaser").

The effective date of this Contract will be the date when the last one of Seller or Purchaser has signed and delivered this Contract to the other party (the "Effective Date").

RECITALS

WHEREAS, Seller owns certain property located in Escambia County, Florida which is more particularly described in this Contract;

WHEREAS, Seller now desires to sell and convey the Property (defined below) to Purchaser, and Purchaser desires to purchase and acquire that Property, in accordance with the terms and conditions of this Contract, and

WHEREAS, the Escambia County Board of County Commissioners has approved such sale of the Property.

AGREEMENT

NOW, THEREFORE, Seller and Purchaser do hereby covenant and agree as follows:

1. **Purchase and Sale**. Subject to the terms, covenants, and conditions contained in this Contract, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and acquire from Seller, the following described property (collectively, the "Property"):

(a) **Real Property**. That certain real property consisting of approximately 96 acres located in Escambia County, Florida, as more particularly depicted and described in Exhibit "A" attached to and made a part of this Contract (the "Real Property");

(b) **Improvements**. All building, structures, and improvements situated on the Real Property, all fixtures, facilities, and other property attached to such buildings, structures, and improvements (collectively, the "Improvements");

(c) **Other Real Property Interests**. All right, title, and interest of Seller, if any, in and to any and all strips, gores, easements, privileges, choses in action, rents, issues, and profits, and other tenements, hereditaments, and appurtenances of or related to the Real Property; and

(d) **Intangible Personal Property**. All right, title, and interest of Seller, if any, in all development and other rights and all documents, technical matters, and work product related to the Real Property, including, without limitation, the following (collectively, the "Intangible Personal Property"):

(i) agreements, contracts, covenants, and restrictions related to or benefiting the Real Property and the Improvements, and any and all rights of Seller thereunder, including development rights, air rights, density rights, and drainage rights;

(ii) approvals, licenses, authorizations, permits, and applications with or from governmental authorities related to or benefiting the Real Property and the Improvements; and

(iii) documents and work product of all professionals in connection with the Real Property, including all environmental studies and water samplings, all soil or engineering tests, and all construction, engineering, architectural, landscaping, and other plans, drawings, renderings, photographs, specifications, surveys, maps, site plans, plats, and other graphics related to development of the Real Property and the construction of the Improvements

2. **Purchase Price**. The purchase price for the Property (the "Purchase Price") will be the sum of (a) the product of $47,500 multiplied by the acreage of that portion of the Real Property not identified as wetlands in the Survey (defined below) obtained pursuant to Section 3(a) hereof, and (b) the product of $1,500 multiplied by the acreage of that portion of the Real Property identified as wetlands in the Survey obtained pursuant to Section 3(a) hereof. It is anticipated that the Survey will reflect approximately 88 acres of uplands and eight acres of wetlands, leading to an anticipated Purchase Price of $4,192,000. Those acreage calculations and anticipated Purchase Price are subject to change, depending on the results of the Survey. The Purchase Price will be subject to prorations and adjustments described in this Contract and payable as follows:

(a) Within five business days after execution by all parties, Purchaser will deliver to Emmanuel, Sheppard and Condon ("Escrow Agent"), by cashier's check or wire transfer, the sum of $100,000, the proceeds of which will be held by Escrow Agent as an earnest money deposit (the "Deposit"). If the transaction contemplated by this Contract does not close, Escrow Agent must disburse the Deposit to the party entitled to the deposit as provided for in this Contract.

(b) On the Closing Date, as subsequently defined, Purchaser will pay or cause to be paid to Escrow Agent, in escrow, the balance of the Purchase Price subject to all adjustments, credits (whether for the Deposit or otherwise), setoffs, and prorations as provided in this Contract. The Deposit will be applied at Closing (defined below) as a credit against the balance of the Purchase Price due from Purchaser.

3. **Survey and Title Matters**.

(a) Survey. Purchaser shall obtain a new survey of the Real Property prepared and sealed, at Purchaser's expense, by a duly licensed land surveyor ("Survey"). The Survey shall meet the 2016 ALTA/NSPS minimum standard detail requirements, shall be certified to the parties and the Escrow Agent and Title Company, and shall show and locate all Exceptions (defined below). The Survey shall also contain a complete and accurate legal description of the

Real Property, and shall show all encroachments, visible easements, wetlands (including acreage calculations of Escambia County wetland delineation per Wetland Sciences, Incorporated, March 2019), and improvements on the Real Property.

(b) Title Commitment. Following the Effective Date, Purchaser shall obtain, (i) a title insurance commitment from Old Republic National Title Insurance Company ("Title Company"), showing the condition of Seller's title to the Real Property (the "Title Commitment"), and (ii) complete and legible copies of all recorded documents listed as Schedule B-1 matters or as special Schedule B-2 exceptions (the "Exceptions", and together with the Title Commitment, the "Title Documents").

(c) Objections. Purchaser shall have through the expiration of the Inspection Period (defined below) to examine the Survey and the Title Documents and to provide written objections to Seller of matters set forth in the Survey and/or the Title Documents (the "Objections"). In the event Purchaser gives timely written notice of its Objections, Seller shall have the right, but not the obligation, to attempt to remove, satisfy or otherwise cure the Objections. Within five days after receipt of Purchaser's notice of the Objections, Seller shall give written notice to Purchaser informing Purchaser of Seller's election with respect to the Objections.

(d) Seller's Election. If Seller elects not to attempt to cure one or more Objections, Purchaser's sole remedy under this Contract shall be to either: (i) elect to terminate this Contract by written notice to Seller, in which event the Deposit shall be returned to Purchaser, and the parties shall have no further right or obligation under this Contract (except for rights or obligations which expressly survive the termination of this Contract); or (ii) waive the Objections and continue the transactions contemplated by this Contract.

(e) Termination. To terminate this Contract pursuant to Section 3(d) of this Contract, Purchaser must give written notice to Seller of Purchaser's election to terminate not later than five days after receipt of written notice from Seller of Seller's election not to attempt to cure one or more Objections. If Purchaser fails to give timely notice of its election to terminate, Purchaser's right to terminate this Contract under Section 3(d) of this Contract shall expire and the Objections shall be deemed to be "Permitted Encumbrances." Moreover, any matter disclosed on the Survey or the Title Commitment to which Purchaser does not timely object or which are approved by Purchaser, and any Objection that is waived or deemed to have been waived by Purchaser, shall be deemed to be a Permitted Encumbrance. For the avoidance of doubt, no Seller Encumbrance (defined below) shall be or be deemed to be a Permitted Encumbrance.

(f) New Objections.

(i) In the event there are any updates or supplements to the Survey or the Title Documents first issued after Purchaser has given Seller written notice of its Objections and before the Closing, then Purchaser may notify Seller in writing of any objections to matters set forth in such an update or supplement (the "New Objections"). Purchaser must notify Seller of the New Objections within five business days after first being made aware of the existence of such matters. In the event Purchaser gives timely written notice of its New Objections, Seller shall have the right, but not the obligation, to attempt to remove, satisfy or otherwise cure the New Objections. Within five days after receipt of

Purchaser's notice of the New Objections, Seller shall give written notice to Purchaser informing Purchaser of Seller's election with respect to the New Objections.

(ii) If Seller elects not to attempt to cure one or more New Objections, Purchaser's sole remedy under this Contract shall be to either: (A) elect to terminate this Contract by written notice to Seller, in which event the Deposit shall be immediately returned to Purchaser, and the parties shall have no further right or obligation under this Contract (except for rights or obligations which survive the termination of this Contract); or (B) waive the New Objections and continue the transactions contemplated by this Contract.

(iii) To terminate this Contract pursuant to this Section 3(f), Purchaser must give written notice to Seller of Purchaser's election to terminate not later than five days after receipt of written notice from Seller of Seller's election not to attempt to cure one or more New Objections.

(iv) If Purchaser so notifies Seller of any New Objections pursuant to this Section 3(f), the date for Closing shall be automatically extended until the date that is five days after each of Purchaser and Seller is afforded its respective rights as required by the terms of this Section 3(f).

(g) Seller Encumbrances. Notwithstanding any provision in this Contract, all Seller Encumbrances must be satisfied, remedied and/or cured by Seller on or before the Closing Date (as defined below) or, if not so satisfied, remedied and/or cured, shall be satisfied at Closing out of the proceeds otherwise payable to Seller. As used herein, the term "Seller Encumbrance" shall mean (i) any mortgage, deed of trust, judgment lien, or other monetary lien encumbering the Property, and (ii) any mechanic's, materialmen's or other similar liens, but excluding any such liens caused by Purchaser or Purchaser's Agents.

4. **Inspection Period.**

(a) Purchaser shall have 60 days from the Effective Date to determine whether the Property is suitable, in Purchaser's sole and absolute discretion, for Purchaser's intended use of the Property (the "Inspection Period"). During the Inspection Period, Purchaser may, at Purchaser's expense, conduct any tests, analyses, surveys, and investigations ("Inspections") that Purchaser deems necessary to determine, to Purchaser's satisfaction and in its discretion, the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; flood zone status; subdivision regulations; soil and grade; availability of access to public roads, and water and other utilities; consistency with local, state, and regional growth management and comprehensive use plans; availability of permits, governmental approvals, and licenses; compliance with Americans with Disabilities Act; absence of asbestos, soil, and groundwater contamination; and any other inspections that Purchaser deems appropriate to determine the suitability of the Property for Purchaser's intended use and development. If the condition of the Property is not satisfactory to Purchaser in Purchaser's sole and exclusive judgment, or if Purchaser determines for any other reason not to purchase the Property, Purchaser will have the right to terminate this Contract by giving Seller written notice of such termination at any time before 5 p.m. CDT of the last day of the Inspection Period. Upon such termination, the Escrow Agent must return the Deposit to Purchaser, and the parties will thereupon be released

from further obligations under this Contract except as otherwise provided herein as to any provisions of this Contract that specifically survive termination of this Contract.

(b) If Purchaser terminates this Contract pursuant to this Section 4, Purchaser must pay in full the cost of all inspections, reports, surveys, and tests of any kind resulting from Purchaser's inspection so that no person, firm or entity will have the right to file a lien on the Real Property.

(c) Purchaser agrees to indemnify, defend (by counsel reasonably satisfactory to Seller), save, and hold harmless Seller from and against any and all losses, claims, damages, liabilities, or expenses (including reasonable attorneys' fees and costs through all appellate levels and post-judgment proceedings) related to, growing out of, or arising from the entry on or investigation of the Property by Purchaser. The provisions of this Section 4 will survive Closing or the termination of this Contract but only for a period of six months from Closing or earlier termination of this Contract.

5. **Approvals**.

(a) From and after the Effective Date, Purchaser may pursue, seek and/or apply for each and every rezoning, variance, special exception, conditional use permit, site plan approval, platting, and other zoning and/or land use approval from the appropriate governmental authority or authorities, which Purchaser may deem necessary or desirable to permit and provide for Purchaser's intended development, construction, ownership, operation, use and/or occupancy of the Property (collectively, the "Land Use Approvals").

(b) From and after the Effective Date, Purchaser may pursue, seek and/or apply for each and every other approval, consent, permit or other matter from, of or with the appropriate governmental authority or authorities, or other public or private body or person (including, without limitation, any public, quasi-public or private utility), which Purchaser may deem necessary or desirable to permit and provide for Purchaser's intended development, construction, ownership, operation, use and/or occupancy of the Property (collectively, the "Other Approvals").

(c) Within seven days following a written request from Purchaser, Seller shall (i) furnish Purchaser all documents and/or information which Purchaser may deem necessary or desirable, or which Purchaser may require, in order to obtain the Land Use Approvals and/or the Other Approvals; (ii) execute any and all applications for the Land Use Approvals and/or the Other Approvals, and any related documents (including, without limitation, any agreements, commitments, easements, or similar documents), which Purchaser may deem necessary or desirable, or which Purchaser may be required, to file with any governmental authority, or other public or private body or person, in order to obtain the Land Use Approvals and/or the Other Approvals; and (iii) otherwise use its best, good-faith efforts to assist Purchaser in obtaining the Land Use Approvals and the Other Approvals; provided, that Seller shall not be required to incur any material out-of-pocket cost or expense in connection therewith.

6. **Seller's Documents**. Seller has delivered before or simultaneously with the execution of this Contract, or will deliver to Purchaser within 10 days from the Effective Date of this Contract, copies

of the following items, which are true, correct, and complete copies of the originals of such items and which have not been amended or modified in any way, except as included in those copies:

(a) Instruments evidencing all existing leases, tenancies, licenses, and other rights of occupancy or use for any portion of the Property;

(b) All engineering, soil, environmental, technical, zoning, access, and similar reports or documents with respect to the Property prepared by or for Seller that are in Seller's possession or control, and all licenses, certificates of occupancy, use permits, and the like issued with respect to the Property or any portion of the Property;

(c) All recorded and unrecorded restrictive covenants, conditions, restrictions, and easements affecting title to or use of the Property; and

(d) All documents in Seller's possession related to any special use, nonconforming use, or zoning variance granted with respect to the Property.

7. **Seller's Representations and Covenants**. To induce Purchaser to enter into this Contract and to purchase the Property, Seller covenants with, and represents to, Purchaser as follows:

(a) During the term of this Contract, Seller will maintain and operate the Property in a manner consistent with Seller's maintenance and operation of the Property preceding the Effective Date, and will not, without the prior written consent of Purchaser in each instance, which consent must not be unreasonably withheld, undertake or commence any material or substantial renovations or alterations to the Property unless necessary to remedy violations, preserve or protect the Property, or comply with any obligation of Seller under the this Contract.

(b) Seller has no knowledge regarding, and has received no written notice of, violations of any law, ordinance, order, or regulation affecting the Property issued by any governmental or quasi-governmental authority having jurisdiction over the Property that has not been corrected; and before the Closing, Seller must promptly disclose to Purchaser any knowledge regarding, and furnish to Purchaser copies of any and all written notices of, violations that Seller receives between the Effective Date and the Closing Date from any governmental or quasi-governmental authorities having jurisdiction over the Property.

(c) Seller has not received a written summons, citation, directive, notice, complaint, or letter from the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, or other federal, state, or local governmental agency or authority specifying any alleged violation of any environmental law, rule, regulation, or order at or on the Property and, to the best of Seller's actual knowledge, information, and belief, without any investigation or due diligence, the Property is not currently under investigation for any such violation.

(d) Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act (FIRPTA), as amended.

(e) At all times during the term of this Contract and as of the Closing, all of Seller's representations, and covenants in this Contract shall be true and correct.

(f) No representation by Seller contained in this Contract and no statement delivered or information supplied to Purchaser pursuant to this Contract contains any untrue statement of a material fact or omits a material fact necessary to make the statements or information contained in them or in this Contract not misleading.

(g) Seller (i) has full power and authority to enter into this Contract and to consummate the transaction contemplated by this Contract, and (ii) has taken all necessary action or actions to approve the transaction contemplated by this Contract.

8. **Purchaser's Conditions Precedent.**

(a) The following are express conditions precedent to Purchaser's obligation to proceed to Closing:

(i) the truth and correctness of all of Seller's representations and the fulfillment of all of Seller's covenants at all times during the term of this Contract and as of Closing, including, without limitation, the proper execution and delivery of all Seller's closing documents as provided in this Contract;

(ii) Purchaser shall have obtained full and final approval(s) as reasonably necessary to rezone the Real Property to a classification consistent with that of Purchaser's adjacent property (HC/LI) or as such other classification deemed necessary or desirable by Purchaser, in its sole discretion;

(iii) Purchaser shall have obtained full and final approval(s) as reasonably necessary to change the Future Land Use classification of the Real Property to a classification consistent with that of Purchaser's adjacent property (MU-U) or as other classification deemed necessary or desirable by Purchaser, in its sole discretion;

(iv) The Real Property shall have been legally subdivided from its parent parcel, to the extent required by law;

(v) Purchaser shall have obtained a Phase I Archaeological Survey of the Real Property confirming the absence of potentially significant archeological resources and being otherwise satisfactory to Purchaser in all respects;

(vi) The Florida Department of State Division of Historical Resources shall have provided Purchaser with its express written permission for Purchaser's development of the Property, as required by that certain Quit Claim Deed recorded in Book 8037, Page 1132 of the Official Records of Escambia County, Florida;

(vii) The satisfaction of all terms, conditions and requirements contained in that certain Quit Claim Deed recorded in Book 8037, Page 1132 of the Official Records of

Escambia County, Florida, as reasonably necessary to enable Purchaser's use and development of the Property;

(viii) Purchaser shall have obtained such other Land Use Approvals as necessary or desirable to permit and provide for Purchaser's intended development, construction, ownership, operation use and/or occupancy of the Property; and

(ix) there must have been no material change to the Property since the date of this Contract.

(b) For clarification and notwithstanding anything in this Contract to the contrary, Purchaser shall have no obligation to schedule or otherwise proceed to Closing until after each of the forgoing conditions precedent have been fully satisfied or waived in writing, whenever that may be. The failure of a condition precedent to Purchaser's obligation to proceed to Closing will entitle Purchaser to terminate this Contract by giving written notice to Seller. Upon such termination, the Escrow Agent must return the Deposit to Purchaser, and the parties will thereupon be released from further obligations under this Contract except as otherwise provided herein as to any provisions of this Contract that specifically survive termination of this Contract.

(c) Purchaser reserves the right to waive any of the terms and conditions of this Contract made for its benefit and to purchase the Property in accordance with the terms and conditions of this Contract that have not been so waived. Any such waiver must be in writing signed by Purchaser. No waiver by either party of any breach or default by the other of any provision of this Contract will be deemed or construed to be a waiver of any subsequent or continuing breach or default of the same or any other provision of this Contract; any forbearance by either party from the exercise of a remedy for any such breach or default after notice of it will not be deemed or construed to be a waiver by that party of any of its rights or remedies with respect to the breach or default.

9. **Seller's Condition Precedent.**

(a) The following is an express condition precedent to Seller's obligation to close the transaction contemplated by this Contract: at Closing, pursuant to a separate agreement between Purchaser and Seller, Purchaser will commit to creating 300 jobs. The forgoing agreement shall be in a form satisfactory to Purchaser and be consistent with the terms contained in Purchaser's Non-Binding Letter of Intent dated April 29, 2019.

(b) The failure of Seller's condition precedent to its obligation to proceed to Closing will entitle Seller to terminate this Contract by giving written notice to Purchaser. Upon such termination, the Escrow Agent must return the Deposit to Purchaser, and the parties will thereupon be released from further obligations under this Contract except as otherwise provided herein as to any provisions of this Contract that specifically survive termination of this Contract.

(c) Seller reserves the right to waive any of the terms and conditions of this Contract made for its benefit and to sell the Property in accordance with the terms and conditions of this Contract that have not been so waived. Any such waiver must be in writing signed by Seller.

10. **Default and Remedies.**

(a) **Purchaser's Default.** If Purchaser defaults in the performance of its obligations under this Contract, without fault on Seller's part and without failure of title or any conditions precedent to Purchaser's obligations under this Contract, and fails to cure within 10 days after receipt of written notice from Seller, Seller as Seller's sole and exclusive remedy, will have the right to terminate this Contract by giving notice to Purchaser, in which event Seller will be immediately entitled to receive the Deposit, together with all interest earned on it, as agreed upon liquidated damages and in full settlement of all claims of Seller against Purchaser arising from or related to this Contract. Seller and Purchaser specifically understand and agree that (i) the foregoing remedy is intended to operate as a liquidated damages clause and not as a penalty or forfeiture provision; (ii) the actual damages Seller may suffer if Purchaser defaults are impossible to ascertain precisely and, therefore, the Deposit represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Contract; (iii) the Deposit is intended to fully compensate Seller for entering into this Contract and, therefore, Seller will not be entitled to bring any action at law or in equity against Purchaser for an alleged default under this Contract except such actions as are necessary to obtain the Deposit; and (iv) upon receipt by Seller of the Deposit, this Contract will cease and terminate and be of no further force and effect, and Seller will have no further claims against Purchaser under this Contract, except for any claims under any provisions of this Contract that specifically survive termination of this Contract. Seller hereby expressly waives all rights to seek damages other than the liquidated damages provided for in this Section 10(a).

(b) **Seller's Default.** If Seller defaults in the performance of its obligations under this Contract and Seller fails to cure such default within 10 days of receipt of written notice from Purchaser, Purchaser will have the right to terminate this Contract by giving notice to Seller, in which event the Deposit will be returned to Purchaser together with reimbursement from Seller of Purchaser's reasonable actual documented out-of-pocket expenditures and attorneys' fees incurred by Purchaser after the Effective Date in connection with its investigation of the Real Property and the Land Use Approvals contemplated in Section 5, but in no event shall the reimbursement exceed $10,000 in the aggregate, and this Contract will be deemed null and void with no party having any further rights or obligations under the Contract, except for those rights, obligations, and remedies that specifically survive the termination of this Contract. Except for those rights, obligations, and remedies that specifically survive the termination of this Contract, this is the sole and exclusive remedy of Purchaser.

11. **Closing.**

(a) **Closing Date.** Closing of the purchase and sale of the Property (the "Closing") shall occur at Emmanuel, Sheppard and Condon, within 30 days following the later to occur of (i) expiration of the Inspection Period, or (ii) satisfaction or Purchaser's written waiver of each of the conditions precedent outlined in Section 8(a), above (the "Closing Date");

(b) **Seller Closing Documents.** At the Closing, Seller shall deliver to Escrow Agent each of the following items, which must be acceptable to Purchaser, duly and properly executed, acknowledged, and in proper form for recording, if required, by the appropriate party, unless waived by Purchaser:

(i) A deed ("Deed") to be prepared by the County Attorney conveying to Purchaser fee simple title to the Real Estate and Improvements, subject to taxes and assessments for the current year and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference shall not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities; and further subject to all notice provisions, covenants, and other duties and obligations contained in the Quit Claim Deed from the United States of America to Escambia County recorded in Official Record Book 8037 at page 1132 of the public records of Escambia County, Florida. Additionally, the Deed shall expressly disclaim and waive any reservation of mineral (and related surface) rights available to Seller under Florida Statutes 270.11 or otherwise;

(ii) Originals or, if appropriate, copies of all Intangible Personal Property, together with an assignment of all Intangible Personal Property;

(iii) Any federal and state tax reporting forms required in connection with the transaction contemplated by this Contract;

(iv) The original, fully-executed minutes from the Escambia County Board of County Commissioners meeting confirming and authorizing the sale of the Property, together with such other documents and approvals as may reasonably be required by the Title Company;

(v) Closing statement prepared by the Escrow Agent and approved by Seller and Purchaser;

(vi) A certificate from Seller dated the date of Closing certifying that all of the representations of Seller set forth in this Contract are true, correct, and complete in all respects at and as of the Closing (subject to those limitations and qualifications stated in this Contract);

(vii) Corrective instruments or other instruments necessary to clear title;

(viii) Actual, exclusive physical possession of the Property;

(ix) All keys and other means of physical access to the Real Property and/or the Improvements; and

(x) Such additional documents as are customarily required of sellers in transactions of this type in Escambia County, Florida, or as reasonably may be necessary to consummate the purchase and sale of the Property, together with any other documents, instruments, or agreements called for under this Contract that have not been delivered previously.

(c) **Purchaser Closing Documents.** At the Closing, Purchaser shall deliver to Escrow Agent each of the following items duly and properly executed, acknowledged, and in proper form for recording, if required, by the appropriate party, unless waived by Seller:

(i) The balance of the Purchase Price as provided in Section 2 of this Contract, subject to prorations provided for in this Contract;

(ii) Closing statement; and

(iii) Such additional documents as are customarily required of purchasers in transactions of this type in Escambia County, Florida, or as may be reasonably necessary to consummate the purchase and sale of the Property, together with any other documents, instruments, or agreements called for under this Contract that have not been delivered previously.

(d) **Taxes, Fees and Charges.** Taxes, fees and charges will be paid as follows:

(i) Purchaser is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Purchaser at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

(ii) All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Purchaser's proposed construction on, or development of, the Property will be paid solely by Purchaser.

(e) **Closing Costs.** Seller shall pay Seller's attorneys' fees and the cost to cure any Objections it elects to cure pursuant to Section 3. Purchaser shall pay all closing and other costs, including but not limited to Purchaser's attorneys' fees and expenses; all documentary stamp, intangible and other taxes payable in relation to the Deed, all escrow fees, recording fees and closing costs charged by the Title Company, the Title Company's premium for the title policy including all fees and costs for the related Commitment, search, and examination; the cost for any endorsements to the title policy; the cost of any lender's title insurance policy and endorsements; the cost of the Survey; all due diligence costs and expenses; all costs, including documentary stamp, intangible and other taxes, payable in relation to any of Purchaser's financing associated with the transactions contemplated by this Contract.

12. **Risk of Loss.** Seller will bear the risk of loss or damage to, or destruction of, the Property or any portion of the Property from any and all causes whatsoever (collectively, "Damage") up to and including the date and time of the Closing; the doctrine of equitable conversion will not apply to this transaction.

13. **Condemnation.** If, at or before the Closing, the Real Property and/or Improvements or any portion thereof will be condemned or taken pursuant to any power of eminent domain, or if any written notice of any taking or condemnation is issued, or if any proceedings are instituted or threatened by any governmental authority having the power of eminent domain, Seller must promptly give Purchaser written notice of the taking or condemnation, or any pending or threatened proceedings; if the

property condemned constitutes a material part of the Real Property and/or Improvements, as determined by Purchaser in its reasonable judgment, Purchaser will have the right to terminate this Contract by giving Seller written notice to that effect, within 30 days of receipt of Seller's notice, whereupon the Escrow Agent must promptly return the Deposit to Purchaser, and thereafter the parties will have no further obligation or liability under this Contract or with respect to the Property, at law or in equity; or, in the alternative, Purchaser may elect to proceed to Closing with no reduction in the Purchase Price and any condemnation award will be paid over to and will become the sole property of Purchaser. If those awards are not available at Closing, Seller must agree to assign over all such proceeds to Purchaser at Closing.

14. **Brokers**. Seller and Purchaser each represent and warrant to the other that it has not dealt with any broker, sales person, agent, or other intermediary in connection with any of the transactions contemplated by this Contract.

15. **Escrow Agent**.

(a) Escrow Agent undertakes to perform only such duties as are expressly set forth in this Contract and no implied duties or obligations will be read into this Contract against Escrow Agent. Escrow Agent is also the law firm representing Purchaser. In the event of a dispute between the parties, the parties consent to Escrow Agent continuing to represent Purchaser, notwithstanding the fact that it will also have the duties provided for in this Contract.

(b) Escrow Agent may act in reliance on any writing or instrument or signature that it, in good faith, believes to be genuine; may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and may assume that any person purporting to give any writing, notice, advice, or instructions in connection with the provisions of this Contract has been duly authorized to do so. Escrow Agent will not be liable in any manner for the sufficiency or correctness as to form, manner, execution, or validity of any instrument deposited in escrow, or as to the identity, authority, or right of any person execution the same, and its duties under this Contract will be limited to those provided in this Contract.

(c) If the parties (including Escrow Agent) are in disagreement about the interpretation of this Contract or about their respective rights and obligations, or the propriety of any action contemplated by Escrow Agent, Escrow Agent may, but will not be required to, file an action in interpleader to resolve the disagreement.

(d) Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent will otherwise not be liable for any mistakes of act or errors of judgment, or for any act or omission of any kind unless caused by its gross negligence or willful misconduct.

16. **Assignability**. Neither party will assign its rights under this Contract without the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed. No assignment, whether or not permitted under this Section, will relieve the assigning party of its obligations under this Contract.

17. **Radon Notice**. As required by Section 404.056(5), Florida Statutes, the following notification is made regarding radon gas:

> **RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.**

18. **General Provisions**.

(a) **Notices**. All notices which are required or permitted under this Contract must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (i) when delivered by personal delivery, (ii) one business day after having been deposited with an expedited, overnight courier service, or (iii) when delivered by electronic mail, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

If to Purchaser:

Name:	Navy Federal Credit Union
Address:	5550 Heritage Oaks Drive Pensacola, FL 32526-7855
Attention:	Kara Cardona, Senior Vice President, Greater Pensacola Operations
Facsimile:	_____
E-mail:	Kara_cardona@navyfederal.org

with copy to:

Name:	Navy Federal Credit Union
Address:	5550 Heritage Oaks Drive Pensacola, FL 32526-7855
Attention:	Matt Vinson, Associate General Counsel
Facsimile:	_____
E-mail:	Matt_Vinson@navyfederal.org

with copy to:

Name:	John W. Monroe
Address:	Emmanuel, Sheppard & Condon 30 S. Spring Street Pensacola, Florida 32502
Facsimile :	850-434-6162
E-mail :	jwm@esclaw.com

If to Seller:

Name:	Escambia County
Address:	221 Palafox Place, Suite 430 Pensacola, FL 32502
Attention:	Stephen G. West, Senior Assistant County Attorney
Facsimile:	850-595-4979
E-mail:	aarogers@co.escambia.fl.us, and sgwest@myescambia.com

If to Escrow Agent:

Name:	John W. Monroe
Address:	Emmanuel, Sheppard & Condon 30 S. Spring Street Pensacola, Florida 32502
Facsimile :	850 434-6162
E-mail :	jwm@esclaw.com

or to such other address as any party may from time to time designate by notice in writing to the other. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 18(a) shall constitute delivery.

(b) **Time of the Essence**. Time is of the essence with respect to each provision of this Contract.

(c) **Integration**. This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, writings, agreements, or other understandings between the parties with respect to the subject matter of this Contract.

(d) **Captions**. The captions of this Contract are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Contract.

(e) **Counterparts**. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which, taken together, will be deemed to constitute one agreement.

(f) **Interpretation**. This Contract and the exhibits or addenda to this Contract have been negotiated at arm's length by Seller and Purchaser, and the parties mutually agree that for the purpose of construing the terms of this Contract or exhibits or addenda, neither party will be deemed responsible for the drafting of this Contract.

(g) **Severability**. The unenforceability or invalidity of any one or more provisions of this Contract will not affect the validity or enforceability of any other provisions of this Contract.

(h) **Binding Effect**. This Contract will be binding on and will inure to the benefit of the parties and their respective devisees, legal representatives, successors, and permitted assigns.

(i) **Recording**. Neither Purchaser nor Seller will record this Contract or a memorandum of this Contract, and any violation of this Section will be a default under this Contract, except that this provision shall not be construed to preclude the Clerk of Court and Comptroller from recording this Contract in the public records pursuant to her official duties.

(j) **Further Assurances**. Purchaser and Seller each agree from time to time to execute and deliver such further and other transfers, assignments, and documents and to do all matters and things that are legally required or reasonably necessary to effectuate the intentions of this Contract. This provision will survive Closing and will not merge into the Deed.

(k) **Modification**. This Contract may not be modified orally or in any manner other than by an agreement in writing signed by the parties. Escrow Agent will not be required to join in the execution of any amendments unless its rights or obligations under this Contract are affected.

(l) **Gender and Case**. Wherever in this Contract the singular number is used, the same will include the plural, and the masculine gender will include the feminine and neuter genders, and vice versa, as the context will require.

(m) **Time Computation**. Any references in this Contract to time periods of less than six (6) days will, in the computation thereof, exclude Saturdays, Sundays and legal holidays; any time period provided for in this Contract that shall end on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next day that is not a Saturday, Sunday, or legal holiday.

(n) **Exhibit and Section References**. All references in this Contract to exhibits, schedules, paragraphs, subparagraphs, sections, and subsections refer to the respective subdivisions of this Contract unless the reference expressly identifies another document. The exhibits attached to this Contract are made a part of this Contract and incorporated into this Contract by this reference.

(o) **Typewritten or Handwritten Provisions**. Typewritten or handwritten provisions that are inserted in this Contract or attached to this Contract as addenda or riders will control over all printed or pre-typed provisions with which they may conflict.

(p) **Survival**. Unless otherwise expressly provided by this Contract, all covenants, agreements, representations, and warranties of Seller and of Purchaser in this Contract, all remedies related to them, and the provisions of this Section will survive Closing (and will not merge into the Deed) or the termination of this Contract.

(q) **Governing Law**. This Contract and all transactions contemplated by this Contract will be governed by and construed and enforced in accordance with the internal laws of Florida without regard to principles of conflicts of laws.

(r) **Wetlands**. It is Purchaser's intention to preserve and keep the wetlands that exist upon the Real Property in their natural state. Purchaser's existing intention should not be construed as creating a conservation easement or binding agreement or restriction of any kind or nature upon Purchaser or the Real Property.

(s) **Recreational Facilities**. It is Purchaser's intention to use a portion of the Real Property for construction of recreational facilities, the nature and location of which will be in Purchaser's discretion. It is Purchaser's further intention to allow public access to certain portions of the recreational facilities once constructed, as designated by Purchaser in its discretion and subject to Purchaser's reasonable conditions and limitations. Nothing herein shall be construed to create or require a dedication or public easement of any kind or nature relating to the Real Property.

(t) **Waiver of Jury Trial**. Seller and Purchaser mutually agree that they waive all rights to a trial by jury in the event of any dispute or court action arising from, growing out of, or related to this Contract. The parties acknowledge that this waiver is a significant consideration to, and a material inducement for Purchaser to enter into this Contract.

[Signatures appear on following page.]

SELLER:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Lumon J. May, Chairman
Date: 5/17/2019

By: _____
Approved: May 16, 2019

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: May 16, 2019

PURCHASER:

Witnesses as to Purchaser:

_____
Print Name: William B. Pearson

_____
Print Name: Chastity S. Tisdale

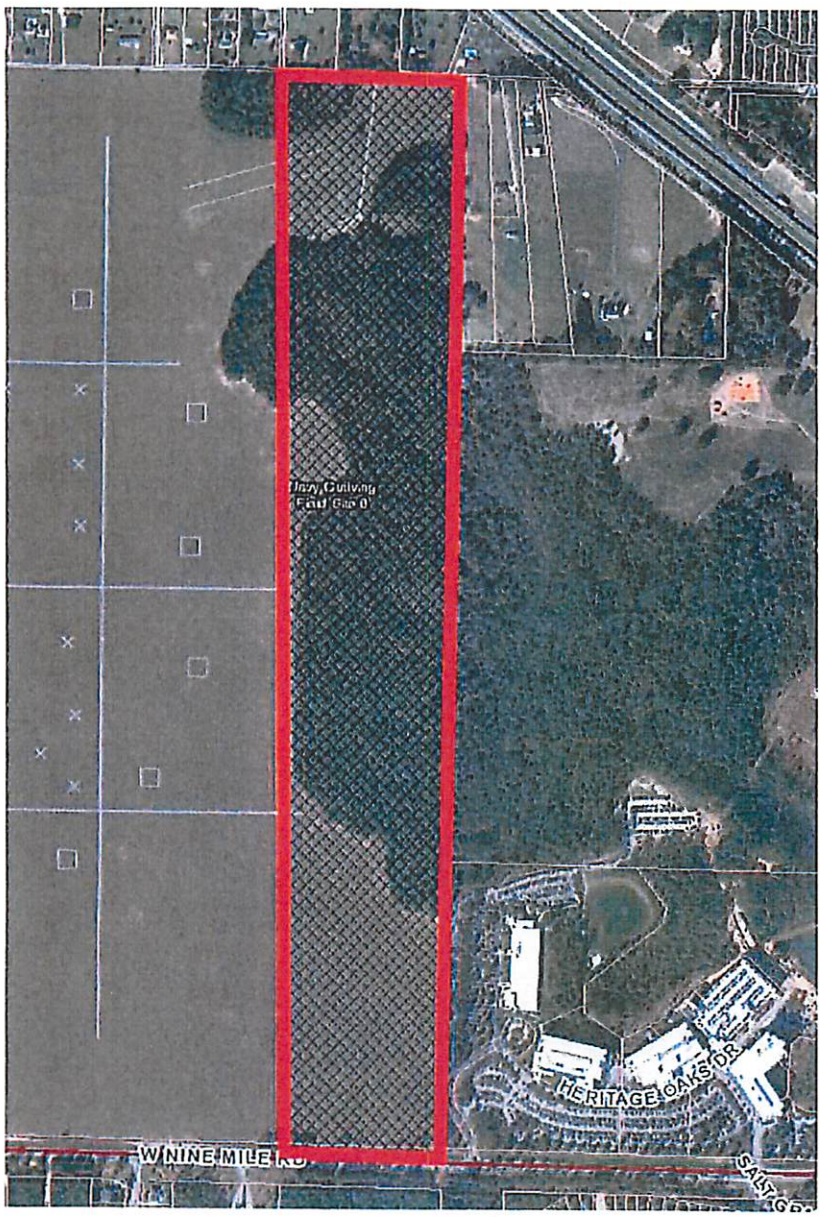
NAVY FEDERAL CREDIT UNION

By: _____
Print Name: KARA CARDONA
As Its: Senior Vice President
Date: May 29, 2019

Contract for Sale and Purchase – signature page

EXHIBIT "A"

REAL PROPERTY



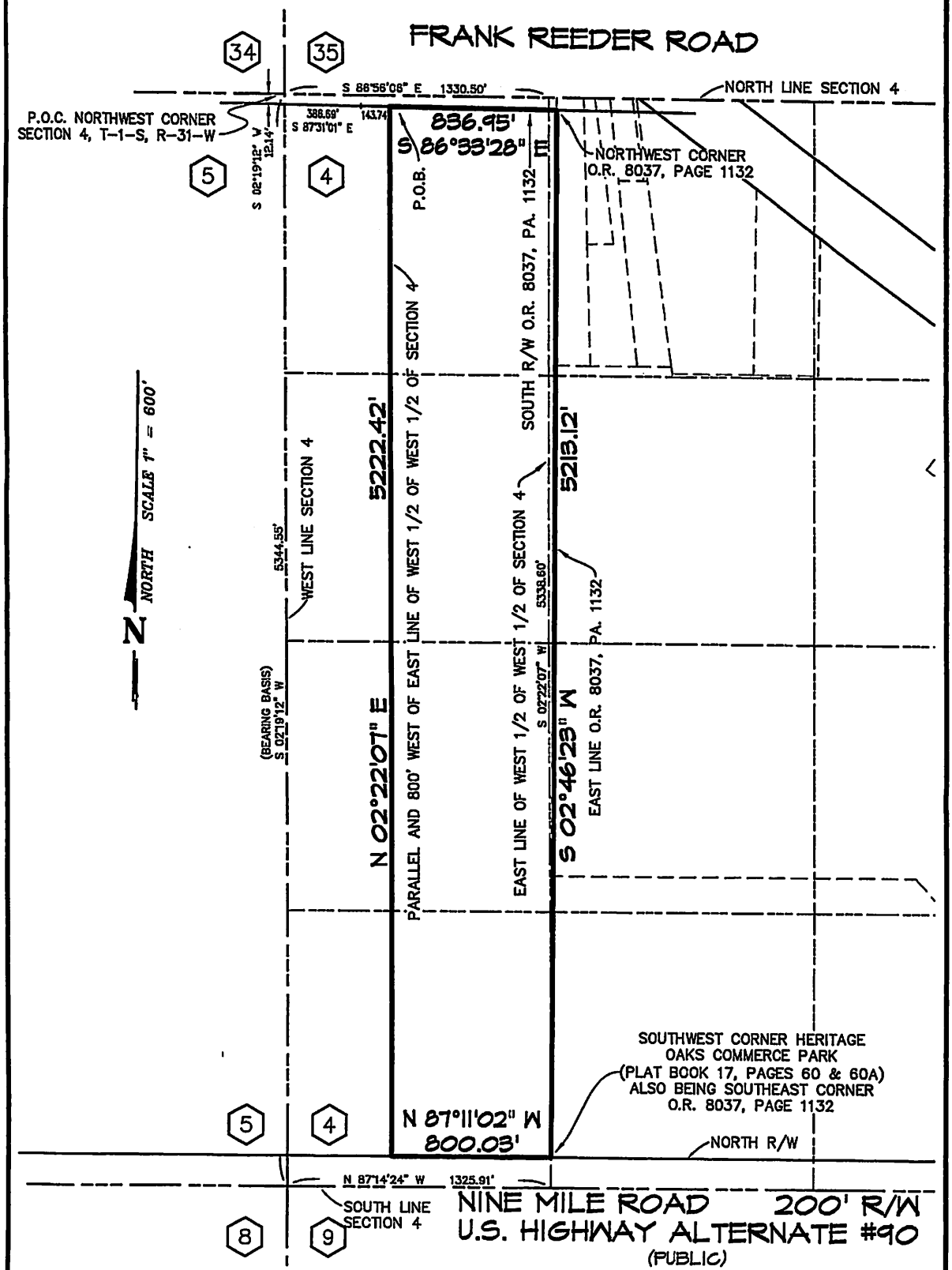
The easternmost approximately 96 acres of the real property conveyed by the United States of America to Seller in that certain Quit Claim Deed dated January 25, 2019 and recorded in Book 8037, Page 1132 of the Official Records of Escambia County, Florida.

[Legal description to be confirmed by Title Commitment and Survey.]

EXHIBIT B

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-5666
Fax (850) 434-5661
Email: pgasurvey@bellsouth.net

A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 4, T-1-S, R-31-W



Source of Information: TAX MAPS; PUBLIC RECORDS; RECORDED PLAT: HERITAGE OAK COMMERCE PARK (PB 178, P 60); SURVEYS BY THIS FIRM
Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes. **LB No. 7078**

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

File No.	A-19299
Drawn By	PMJ
Job No.	38290-196
Checked By	WJG
Scale	1" = 600'
Elevation Reference	
Date of Survey	FB PG
Date of Plat	6-6-2019 FB PG
Date of Revision	
Ordered By	MR. ADAM COBB
Encroachments	
Bearing Reference	NORTH BASED ON THE WEST LINE OF SECTION 4 AS S 02°19'12" W

WALTER J. GLAZE LICENSE NUMBER No. 6190 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

SHEET 1 OF 2

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 4, T-1-S, R-31-W

LEGEND:

R/W Right of way
P.O.B. Point of beginning
P.O.C. Point of commencement

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.
4. This property may also be subject to setback lines mandated by zoning ordinances and\or restrictive covenants of record.
5. NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION:

Commence at the northwest corner of said Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence South 02 degrees 19'12" West along the west line of said Section 4 for a distance of 12.14 feet to the south right of way line of Frank Reeder Road according to deed recorded in Official Record Book 8037 at page 1132 of the public records of said County; thence South 87 degrees 31'01" East (this course and the next two along said south right of way line) for a distance of 386.69 feet; thence South 86 degrees 33'28" East for a distance of 143.74 feet for the point of beginning.

Thence continue South 86 degrees 33'28" East for a distance of 836.95 feet to the northwest corner of said parcel described in Official Record Book 8037 at page 1132; thence South 02 degrees 46'23" West along the east line of said parcel described in Official Record Book 8037 at page 1132 for a distance of 5213.12 feet to the southwest corner of Heritage Oaks Commerce Park according to the plat recorded in Plat Book 17 at pages 60 and 60A of the public records of said County, said point also being the southeast corner of said parcel described in Official Record Book 8037 at page 1132, and being on the north right of way line of Nine Mile Road (U.S. Highway Alternate #90, 200' R/W); thence North 87 degrees 11'02" West along said north right of way line for a distance of 800.03 feet to a point on a line being parallel to and 800 feet west of to the east line of the West Half of the West Half of said Section 4; thence North 02 degrees 22'07" East along said line being parallel to and 800 feet west of said east line of the West Half of the West Half for a distance of 5222.42 feet to the point of beginning.

All lying and being in of Section 4, Township 1 South, Range 31 West, Escambia County, Florida. Containing 98.03 acres, more or less.

Source of Information: TAX MAPS; PUBLIC RECORDS; RECORDED PLAT: HERITAGE OAK COMMERCE PARK (PB 17B, P 60); SURVEYS BY THIS FIRM
Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes. **LB No. 7078**

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

File No. A-15294 Drawn By PMJ
Job No. 58230-19b Checked By WJG
Scale 1" = 600' Elevation Reference
Date of Survey FB PG
Date of Plat 6-6-2019 FB PG
Date of Revision
Ordered By MR. ADAM COBB
Encroachments

Bearing Reference NORTH BASED ON THE WEST LINE OF SECTION 4 AS S 02°19'12" W

WALTER J. GLAZE LICENSE NUMBER No. 6190 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

EXHIBIT C

EMERALD COAST UTILITIES AUTHORITY

P.O. Box 17089 • 9255 Sturdevant Street
Pensacola, Florida 32522-7089
ph: 850 476-5110 • fax: 850 969-3308

June 14, 2019

Navy Federal Credit Union
Attn: Kim Aderholdt
5550 Heritage Oaks Drive
Pensacola, Florida 32526

RE: NFCU (North Recreation Facility)
5501 Frank Reeder Road
Pensacola, Florida 32526
Letter of Capacity Reservation - Water and Sewer

Dear Ms. Aderholdt:

In response to your inquiry concerning the availability of water and sewer services for the above-referenced project, ECUA anticipates no problems in water supply and sewerage treatment plant capacity. Our review indicates this project will not degrade ECUA's water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined in the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of water and sewer system capacity up to the requested demand and flow for a period not to exceed one (1) year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

The connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions of the ECUA potable water distribution and sewerage collection systems to serve this project must be designed, approved and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements.

Sincerely,

Michael N. Hayden/ACTING

Stacy N. Hayden, PE
Director of Engineering/ECUA

SNH/cwb

cc: Project File

O:\System Extension Projects\Letters of Capacity Reservation\2019\NFCU (North & South Recreation Facility)\NFCU (North Recreation Facility) Letter of Capacity Reservation.docx

Vicki Campbell District One | Lois Benson District Two | Elvin McCorvey District Three | Dale Perkins District Four | Larry Walker District Five

Capacity Reservation Form

Date 6/14/2019 Service Requested: Water X Sewer X

Name of Project NFCU North Recreation Facility Area(Acres) 14

Project Address (attach location map): 5501 Frank Reeder Road Pensacola, Florida 32526 (North Parcel)

Type Development: Residential ____ Commercial X Industrial ____ Other ____

(Explain) ____

Number and/or Size of Units One (1) pavilion supporting recreation facility near Frank Reeder Rd.

Estimated Flow: (Average Day) Water 3,600 gpd Sewer 3,600 gpd Fire 0 gpd

How will water and/or sewer be provided if not from ECUA?

Water: potable water well. Sewer: septic system.

Special Requirements: ____

Owner of Property: (type or print) Navy Federal Credit Union

Address: 5550 Heritage Oaks Dr., Pensacola, FL 32526 Phone: 850-912-0616

Developer: (type or print) n/a

Address: ____ Phone: ____

Engineer: (type or print) Jacobs Engineering Group - 25 West Cedar Street, Suite 350. Pensacola, FL 32502

Address: (type or print) (see above) Phone: 850-941-7283 Email: daniel.terry@jacobs.com

Submitted By: (type or print) Kim Aderholdt Title: Supervisor of Facility Planning a

Signature of Submitter Kim Aderholdt Title: Project Management

---

FOR ECUA USE: **MAP PAGE:** P43

Nearest Water Line of Adequate Size: FRANK REEDER RD

Size: 4" Pressure: FH # 7277

Nearest Sewer Line of Adequate Size: FRANK REEDER RD, W NINE MILE RD

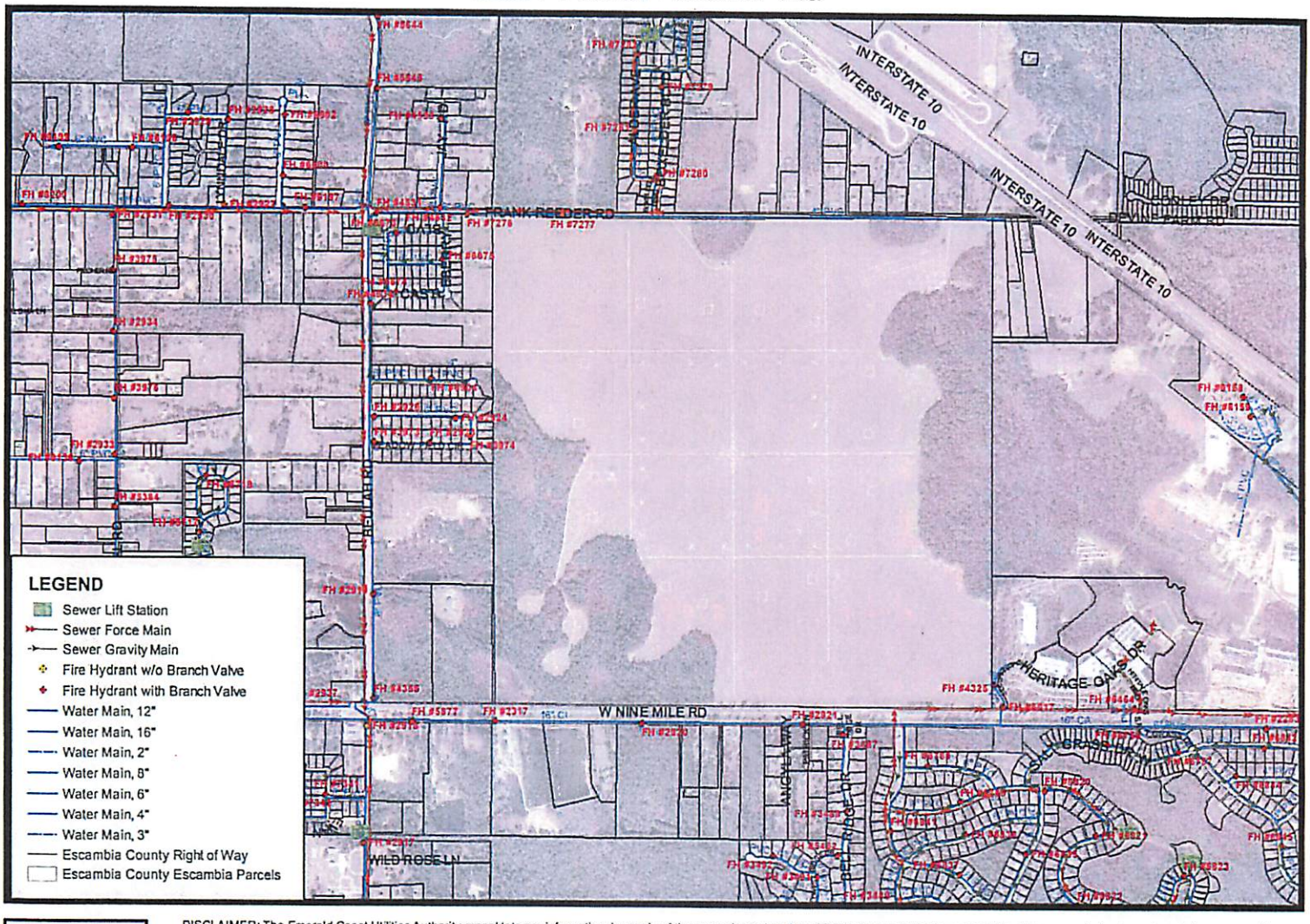
Size: 6", 6" 1st L/S: N/A, #302 2nd L/S: N/A Plant: BAYOU MARCUS

ECUA Sanitation? YES

Prepared By Cortney Bush **Date** 6/14/2019 **Reviewed By** ____

9/1/16

5501 Frank Reeder Rd



1 inch = 1,332 feet
Date: 6/14/2019

DISCLAIMER: The Emerald Coast Utilities Authority maps/data are informational records of the approximate location of ECUA Water and/or Sewer Facilities. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown; which may or may not include water and sewer facilities not owned by ECUA. ECUA provides this service for information purposes only and it is not to be used for development of construction plans or any type of engineering services based on information depicted herein. These maps/data are not guaranteed accurate or suitable for any use other than that for which they were gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.

EMERALD COAST
UTILITIES AUTHORITY

ECUA Fire Hydrant Flow Data

Requested Information

In response to your request for fire hydrant flow information, ECUA is able to provide the data in the table below. Additional testing or data collection may be performed with the approval and supervision of ECUA.

ECUA Fire Hydrant #	Date Tested	Flow [gpm]	Static Pressure [psi]	Residual Pressure [psi]	Comments
7277	8/30/17	860	60	36	Frank Reeder Rd/Boxelder

DISCLAIMER

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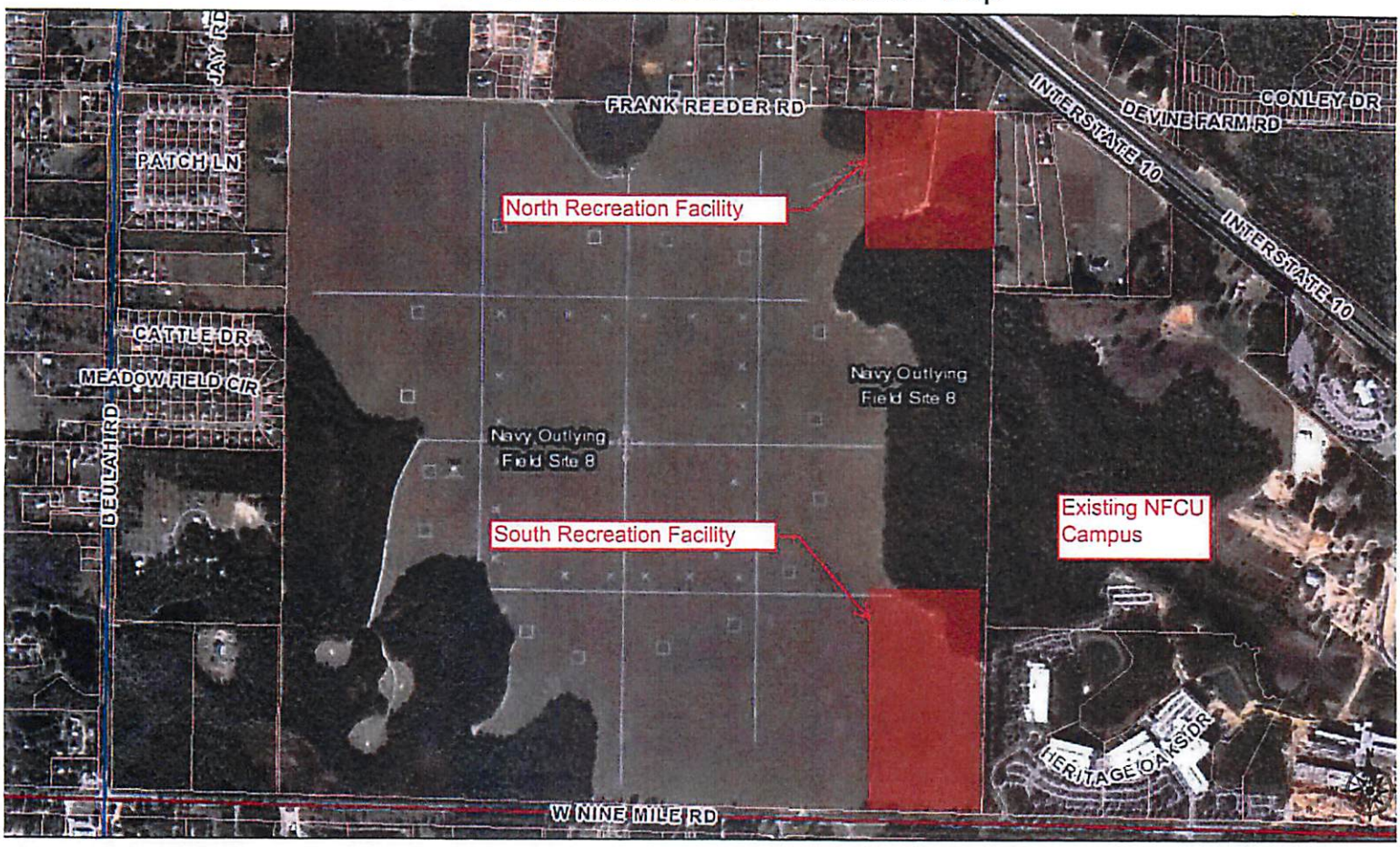
NFCU Recreation Facilities - Location Map



ıne 13, 2019

treets

— PRINCIPAL ARTERIAL

— MINOR ARTERIAL

— COLLECTOR

LOCAL ROAD

Parcels

County Outline

1:13,769

0 0.1 0.2 0.4 mi

0 0.175 0.35 0.7 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS USDA, USGS, AeroGRID, IGN, and the GIS User Community

EMERALD COAST UTILITIES AUTHORITY

P.O. Box 17089 • 9255 Sturdevant Street
Pensacola, Florida 32522-7089
ph: 850 476-5110 • fax: 850 969-3308

June 14, 2019

Navy Federal Credit Union
Attn: Kim Aderholdt
5550 Heritage Oaks Drive
Pensacola, Florida 32526

RE: NFCU (South Recreation Facility)
9045 Security Place
Pensacola, Florida 32526
Letter of Capacity Reservation - Water and Sewer

Dear Ms. Aderholdt:

In response to your inquiry concerning the availability of water and sewer services for the above-referenced project, ECUA anticipates no problems in water supply and sewerage treatment plant capacity. Our review indicates this project will not degrade ECUA's water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined in the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of water and sewer system capacity up to the requested demand and flow for a period not to exceed one (1) year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

The connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions of the ECUA potable water distribution and sewerage collection systems to serve this project must be designed, approved and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements.

Sincerely,

Michael N. Hayden, PE/ACTING

Stacy N. Hayden, PE
Director of Engineering/ECUA

SNH/cwb

cc: Project File

O:\System Extension Projects\Letters of Capacity Reservation\2019\NFCU (North & South Recreation Facility)\NFCU (South Recreation Facility) Letter of Capacity Reservation.docx

Vicki Campbell, District One | Lois Benson, District Two | Elvin McCorvey, District Three | Dale Perkins, District Four | Larry Walker, District Five

Capacity Reservation Form

Date 6/14/2019 Service Requested: Water X Sewer X

Name of Project NFCU South Recreation Facility Area(Acres) 25

Project Address (attach location map): 9045 Security Place Pensacola, Florida 32526 (South Parcel)

Type Development: Residential ____ Commercial X Industrial ____ Other ____

(Explain) ____

Number and/or Size of Units One (1) pavilion supporting recreation facility near 9 Mile Rd.

Estimated Flow: (Average Day) Water 3,600 gpd Sewer 3,600 gpd Fire 0 gpd

How will water and/or sewer be provided if not from ECUA?

Water: potable water well. Sewer: septic system.

Special Requirements: ____

Owner of Property: (type or print) Navy Federal Credit Union

Address: 5550 Heritage Oaks Dr., Pensacola, FL 32526 Phone: 850-912-0616

Developer: (type or print) n/a

Address: ____ Phone: ____

Engineer: (type or print) Jacobs Engineering Group - 25 West Cedar Street, Suite 350. Pensacola, FL 32502

Address: (type or print) (see above) Phone: 850-941-7283 Email: daniel.terry@jacobs.com

Submitted By: (type or print) Kim Aderholdt Title: Supervisor of Facility Planning a

Signature of Submitter Kim Aderholdt Title: Project Management

---

FOR ECUA USE: **MAP PAGE:** P44

Nearest Water Line of Adequate Size: W NINE MILE RD

Size: 16" Pressure: FH # 2921

Nearest Sewer Line of Adequate Size: W NINE MILE RD

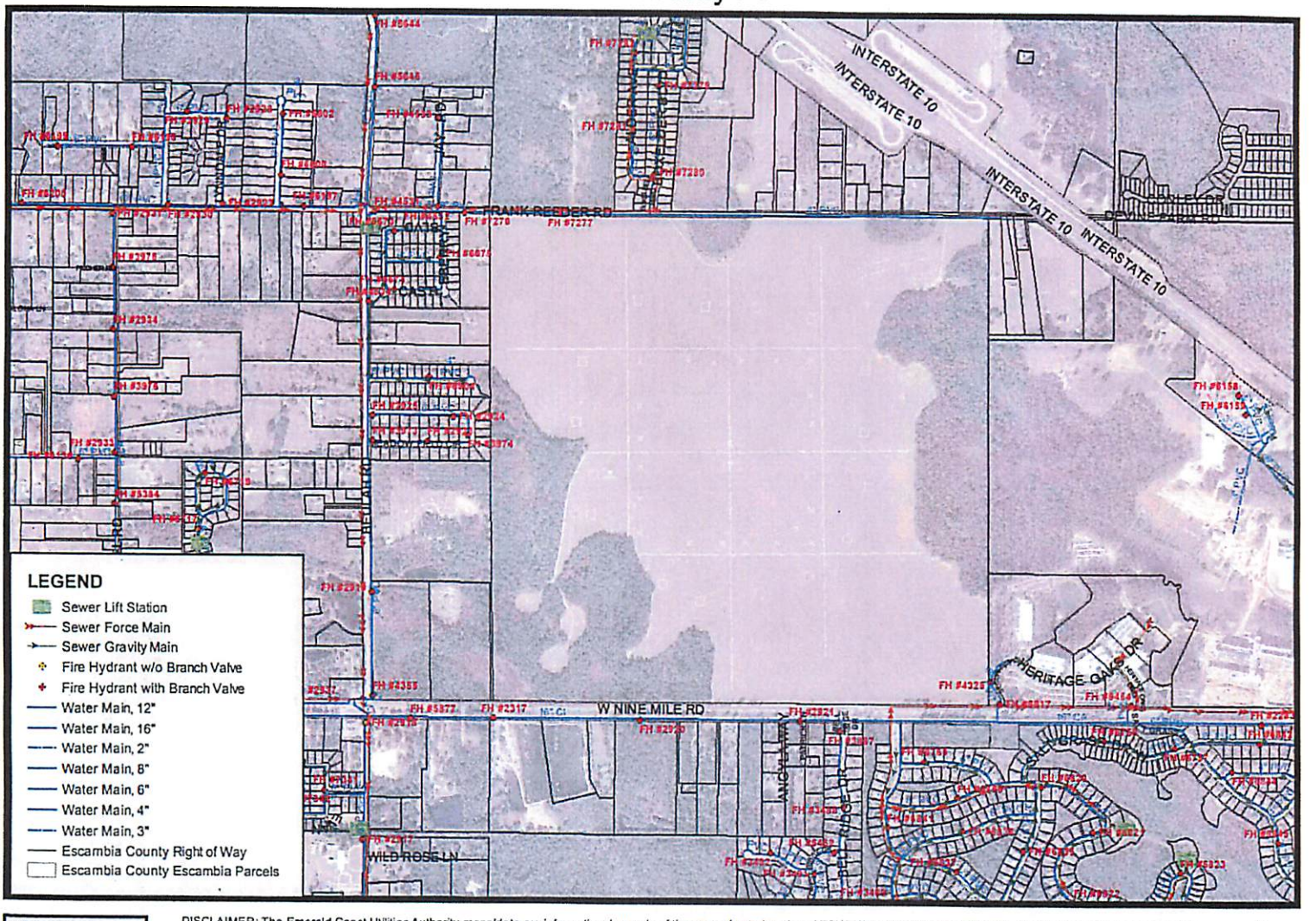
Size: 6" 1st L/S: #302 2nd L/S: N/A Plant: BAYOU MARCUS

ECUA Sanitation? YES

Prepared By Cathy Bush **Date** 6/14/2019 **Reviewed By** ____

9/1/16

9045 Security Pl



1 inch = 1,332 feet
Date: 6/14/2019

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EMERALD COAST
UTILITIES AUTHORITY

ECUA Fire Hydrant Flow Data

Requested Information

In response to your request for fire hydrant flow information, ECUA is able to provide the data in the table below. Additional testing or data collection may be performed with the approval and supervision of ECUA.

ECUA Fire Hydrant #	Date Tested	Flow [gpm]	Static Pressure [psi]	Residual Pressure [psi]	Comments
2921	2/12/15	1110	68	60	NINE MILE RD & PATRICK LN

DISCLAIMER

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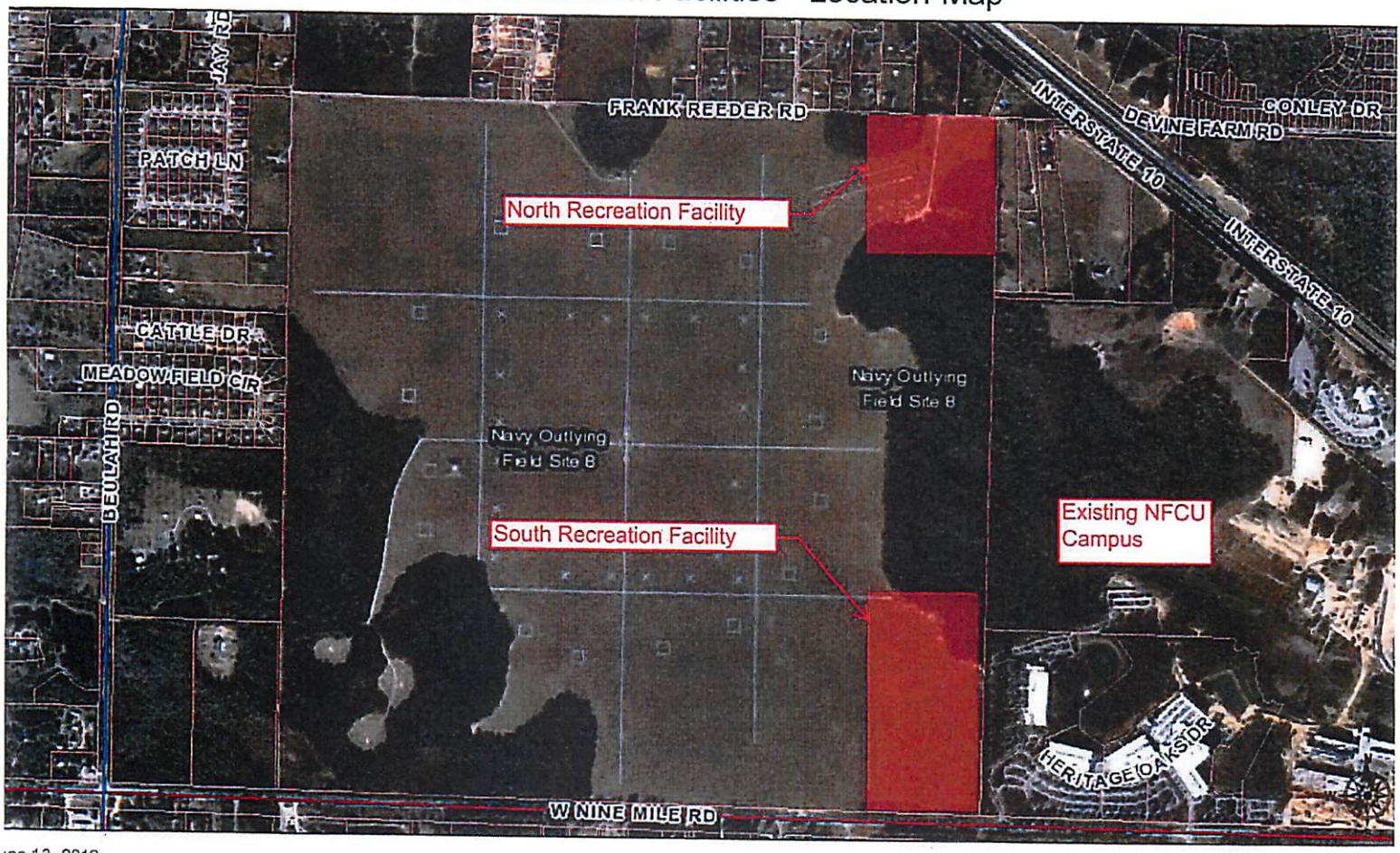
NFCU Recreation Facilities - Location Map



ıne 13, 2019

treets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- Parcels
- County Outline

1:13,769

0 0.1 0.2 0.4 mi

0 0.175 0.35 0.7 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS USDA, USGS, AeroGRID, IGN, and the GIS User Community

EXHIBIT D

Gulf Power

One Energy Place
Pensacola, FL. 32520-0047

June 12, 2019

Navy Federal Credit Union
5500 Heritage Oaks Dr.
Pensacola, FL 32526

Attention: Kim Aderholdt

Re: Availability of Electrical Service

Dear Kim:

This is to confirm the availability of electrical power service for the proposed facilities at the following locations:

1. 5501 Frank Reeder Rd
   Pensacola, FL 32526

2. 9045 Security Pl
   Pensacola, FL 32526

Gulf Power will have the capacity available to serve the location with single or three phase power.

As your planning progresses, please feel free to have your architect or consulting engineer contact me regarding details of providing electrical service.

Sincerely,

Kay Hill, PE, CEM
Gulf Power Company

EXHIBIT E

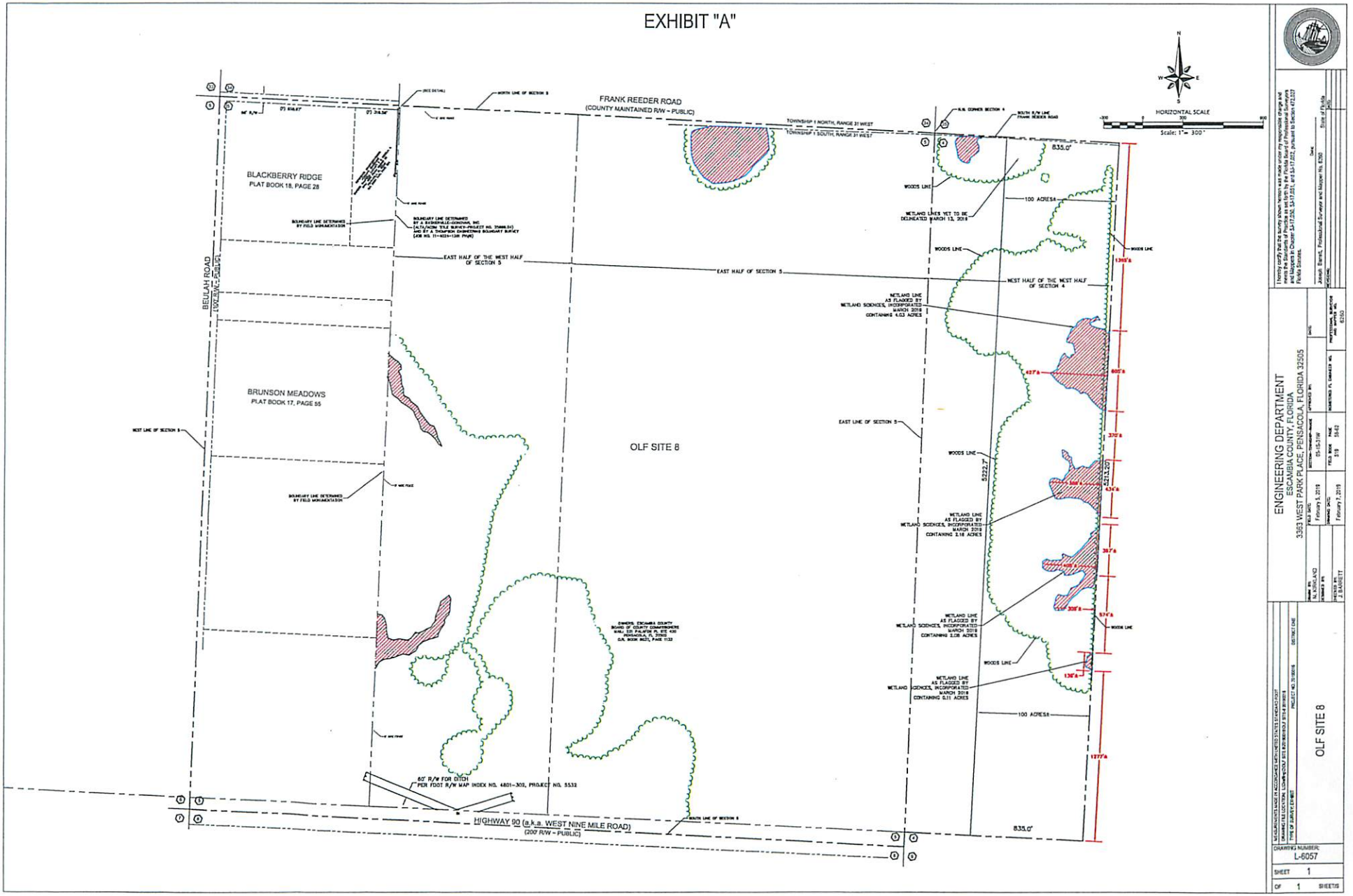


EXHIBIT "A"
FRANK REEDER ROAD
(COUNTY MAINTAINED R/W - PUBLIC)
TOWNSHIP 1 NORTH, RANGE 31 WEST
TOWNSHIP 1 SOUTH, RANGE 31 WEST
HORIZONTAL SCALE
Scale: 1" = 300'
BLACKBERRY RIDGE
PLAT BOOK 18, PAGE 28
BRUNSON MEADOWS
PLAT BOOK 17, PAGE 55
BEULAH ROAD
(LOCAL - PUBLIC)
OLF SITE 8
EAST HALF OF THE WEST HALF OF SECTION 5
EAST HALF OF SECTION 5
WEST HALF OF THE WEST HALF OF SECTION 4
WEST LINE OF SECTION 5
EAST LINE OF SECTION 5
WOODS LINE
100 ACRES±
835.0'
1365'±
437'±
602'±
372'±
424.20'
8222.7'
434'±
387'±
374'±
137'±
1277'±
WETLAND LINES YET TO BE DELINEATED MARCH 13, 2019
WETLAND LINE AS FLAGGED BY WETLAND SCIENCES, INCORPORATED MARCH 2019 CONTAINING 4.03 ACRES
WETLAND LINE AS FLAGGED BY WETLAND SCIENCES, INCORPORATED MARCH 2019 CONTAINING 2.18 ACRES
WETLAND LINE AS FLAGGED BY WETLAND SCIENCES, INCORPORATED MARCH 2019 CONTAINING 2.08 ACRES
WETLAND LINE AS FLAGGED BY WETLAND SCIENCES, INCORPORATED MARCH 2019 CONTAINING 0.11 ACRES
BOUNDARY LINE DETERMINED BY FIELD MONUMENTATION
BOUNDARY LINE DETERMINED BY A PENSACOLA-ESCAMBIA, INC. (ALTA/ACSM) TITLE SURVEY-PROJECT NO. 2006.047 AND BY A THOMPSON ENGINEERING BOUNDARY SURVEY (JOB NO. 11-4021-130 PHW)
OWNERS: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
60' R/W FOR DITCH PER FDOT R/W MAP INDEX NO. 4801-303, PROJECT NO. 5532
HIGHWAY 90 (a.k.a. WEST NINE MILE ROAD)
(200' R/W - PUBLIC)
ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
OLF SITE 8
DRAWING NUMBER: L-6057
SHEET 1
OF 1 SHEETS

DEWALL-BROWN JANENE
6255 FRANK REEDER RD
PENSACOLA, FL 32526

JARMAN CELENA
10571 BEULAH RD
PENSACOLA, FL 32526

SMART LIVING LLC
2101 CLINTON AVE STE 201
HUNTSVILLE, AL 35805

NORRIS CONSTANCE JOHNELL
10025 BEULAH RD
PENSACOLA, FL 32526

VANSTOCKUM THEODORUS J
6585 FRANK REEDER RD
PENSACOLA, FL 32526

VAN STOCKUM THEO
6565 FRANK REEDER RD
PENSACOLA, FL 32526

VOELTZ REYNOLD A II & NIKKI W
10010 NORIEGA DR
PENSACOLA, FL 32514

WILDE MARK R & JACQUELINE B
6511 FRANK REEDER RD
PENSACOLA, FL 32526

TAYLOR BUDDY
6501 FRANK REEDER RD
PENSACOLA, FL 32526

ROLIN HAYLEIGH M
10290 REBEL RD
PENSACOLA, FL 32526

SHEETS LESLIE
6395 FRANK REEDER RD
PENSACOLA, FL 32526

REGENA NORENE
6385 FRANK REEDER RD
PENSACOLA, FL 32526

BURKETT GARY W
6375 FRANK REEDER RD
PENSACOLA, FL 32526

ATKINSON JAMES R & GAYLE G
6361 FRANK REEDER RD
PENSACOLA, FL 32526

PUGH MABEL
6355 FRANK REEDER RD
PENSACOLA, FL 32526

MOATES GROVER E & ALMA R
6295 FRANK REEDER RD
PENSACOLA, FL 32526

GILMORE CRAIG L & PATRICIA A
6285 FRANK REEDER RD
PENSACOLA, FL 32526

CURTIS DOUGLAS W & REBECCA C
6275 FRANK REEDER RD
PENSACOLA, FL 32526

TINA ALISA
10270 REBEL RD
PENSACOLA, FL 32526

ALMA ELIZABETH
6265 FRANK REEDER RD
PENSACOLA, FL 32526

MIDDLETON MCKINLEY
10260 REBEL RD
PENSACOLA, FL 32526

MARY JEAN
10250 REBEL RD
PENSACOLA, FL 32526

LUOMA JON L
10240 REBEL RD
PENSACOLA, FL 32526

LA CLAIRE JAMES C JR
10170 REBEL RD
PENSACOLA, FL 32526

GRAY WALTER B
6365 FRANK REEDER RD
PENSACOLA, FL 32526

WILLIS RICHARD L
8779 L & G LANE
MILTON, FL 32583

KAHIAPO DANIEL K SR
10230 REBEL RD
PENSACOLA, FL 32526

PORTER ZACHARIAH SCOT
9715 ALOHA LN
PENSACOLA, FL 32526

SOTO SANDRA PILCHER
10188 FOXRUN RD
PENSACOLA, FL 32514

OSBORNE JOHN R
10215 REBEL RD
PENSACOLA, FL 32526

GRAHAM JOSEPHINE T
10200 REBEL RD
PENSACOLA, FL 32526

JOHNSON CHRISTINE
10175 REBEL RD
PENSACOLA, FL 32526

MEREDITH DENISE L
10195 REBEL RD
PENSACOLA, FL 32526

DONNA MARIE
10145 REBEL RD
PENSACOLA, FL 32526

JENNINGS BRIAN KEITH
10155 REBEL RD
PENSACOLA, FL 32526

RUDOLPH RAYMOND P
10165 REBEL RD
PENSACOLA, FL 32526

CURRAN ASHLEY
9701 ALOHA LN
PENSACOLA, FL 32526

DUNCAN JANICE E
10125 REBEL RD
PENSACOLA, FL 32526

OLDAKER ROBERT RAY S
10000 REBEL RD
PENSACOLA, FL 32526

DECK FREDERICK H & DELORES E
10100 REBEL RD
PENSACOLA, FL 32526

STROUD MARCIA JOAN
10055 REBEL RD
PENSACOLA, FL 32526

MILLER BENNIE T & LINDA SUE
10035 REBEL RD
PENSACOLA, FL 32526

HOUSTON JANIE S
10020 REBEL RD
PENSACOLA, FL 32526

GILLEY MATTHEW
10043 REBEL RD
PENSACOLA, FL 32526

STROUD MARCIA
10055 REBEL RD
PENSACOLA, FL 32526

BLACKMON OMIGENE
6560 SUWANEE RD
PENSACOLA, FL 32526

ELLINGTON GLORIA A
9950 REBEL RD
PENSACOLA, FL 32526

HARTLEY JULIE D
6554 SUWANEE RD
PENSACOLA, FL 32503

ENGLISH EDMOND AUBREY JR TRUST
10005 BEULAH RD
PENSACOLA, FL 32526

FOWLER MICHAEL G
9940 REBEL RD
PENSACOLA, FL 32526

KELLEY SALLY A
9944 REBEL RD
PENSACOLA, FL 32526

KELLEY SALLY ANN
9944 REBEL RD
PENSACOLA, FL 32526

FOR GIBBONS DOROTHY L TRUST
26 LITTLETON ST
CANTONMENT, FL 32533

FORTSON KRISTINA S
9960 REBEL RD
PENSACOLA, FL 32526

EMERALD BAY LAND COMPANY
1765 E NINE MILE RD STE 1
PENSACOLA, FL 32514

BLANTON ANTHONY A SR
6558 SUWANEE RD
PENSACOLA, FL 32526

HOUSTON CHRISTOPHER K & JANIE S
6231 FRANK REEDER RD
PENSACOLA, FL 32526

DANIEL BARBARA F
6221 FRANK REEDER RD
PENSACOLA, FL 32526

RAMOS ROMEL B & ANN C
10020 BEULAH RD
PENSACOLA, FL 32526

PAPA MELQUIADES S JR
10591 BEULAH RD
PENSACOLA, FL 32526

BAY TO GULF HOLDINGS LLC
1406 N DALE MABRY HWY STE 300
TAMPA, FL 33607

SUNDAY COURTNEY D
10585 BEULAH RD
PENSACOLA, FL 32526

OWENS ANGELA J
10581 BEULAH RD
PENSACOLA, FL 32526

WILLOUGHBY MARY M
10050 BEULAH RD
PENSACOLA, FL 32526

CAMPBELL ZACHARY S & CECEILIA A
5965 FRANK REEDER RD
PENSACOLA, FL 32526

COSENTINO JACEY JEAN
10070 BEULAH RD
PENSACOLA, FL 32526

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

EMERALD COAST UTILITIES AUTHORITY
PO BOX 17089
PENSACOLA, FL 32522

ROLLINS JILL H
10030 CASTLEBERRY BLVD
PENSACOLA, FL 32526

GLOVER STEPHANIE M
10036 CASTLEBERRY BLVD
PENSACOLA, FL 32526

WILLIAMS JON P
10042 CASTLEBERRY BLVD
PENSACOLA, FL 32526

LEITCH CALEB S
10048 CASTLEBERRY BLVD
PENSACOLA, FL 32526

LEITCH NAOMI J R
10018 CASTLEBERRY BLVD
PENSACOLA, FL 32526

NEUKIRCH JENNIFER
10012 CASTLEBERRY BLVD
PENSACOLA, FL 32526

SMITH TIFFANY R
10006 CASTLEBERRY BLVD
PENSACOLA, FL 32526

TRIMBLE STEPHANIE L
10000 CASTLEBERRY BLVD
PENSACOLA, FL 32526

BROWN PENPIMONE
51 COHEN WALKER DR APT 1102
WARNER ROBINS, GA 31088

NGUYEN ANH T
10013 CASTLEBERRY BLVD
PENSACOLA, FL 32526

CAREY MELISSA C WOOD
10007 CASTLEBERRY BLVD
PENSACOLA, FL 32526

LOVE FAITH A
10001 CASTLEBERRY BLVD
PENSACOLA, FL 32526

KIDWELL KIMBERLY L
6036 PATCH LN
PENSACOLA, FL 32526

LUA DANA R
6030 PATCH LN
PENSACOLA, FL 32526

MORTON KAREN W
6024 PATCH LN
PENSACOLA, FL 32526

OW CONNIE MIO IN
6018 PATCH LN
PENSACOLA, FL 32526

GREEN ASHLEY
9994 CASTLEBERRY BLVD
PENSACOLA, FL 32526

HOGEN JOHN
9988 CASTLEBERRY BLVD
PENSACOLA, FL 32526

CHAU LUONG & PHUONG
9982 CASTLEBERRY BLVD
PENSACOLA, FL 32526

BLACKBERRY RIDGE HOMEOWNERS ASSOCIATION INC
5805 SAUFLEY FIELD RD
PENSACOLA, FL 32506

SHADDEN AMANDA RUTH
10198 CASTLEBERRY BLVD
PENSACOLA, FL 32526

BAILEY SELENA
10192 CASTLEBERRY BLVD
PENSACOLA, FL 32526

MOREO JEREMY P
10186 CASTLEBERRY BLVD
PENSACOLA, FL 32526

GREEN DAVID
10180 CASTLEBERRY BLVD
PENSACOLA, FL 32526

MARTIN ELIZABETH A
10174 CASTLEBERRY BLVD
PENSACOLA, FL 32526

KNIGHT CLARA R TORRES
10168 CASTLEBERRY BLVD
PENSACOLA, FL 32526

PORTHOUSE SEAN P
9995 CASTLEBERRY BLVD
PENSACOLA, FL 32526

GUPTA VEENA
9989 CASTLEBERRY BLVD
PENSACOLA, FL 32526

HILL MILTON N
9983 CASTLEBERRY BLVD
PENSACOLA, FL 32526

TURNER DARYL A & DEBORAH
6000 PATCH LN
PENSACOLA, FL 32526

BRUMFIELD JANET L
6006 PATCH LN
PENSACOLA, FL 32526

HUANG CATHERINE KA MUM
6012 PATCH LN
PENSACOLA, FL 32526

MARTIN SHARON A
10054 CASTLEBERRY BLVD
PENSACOLA, FL 32526

QUINN JENNIFER D
10060 CASTLEBERRY BLVD
PENSACOLA, FL 32526

SPEIDEL MICHELE L
10066 CASTLEBERRY BLVD
PENSACOLA, FL 32526

YI JAMISON
10072 CASTLEBERRY BLVD
PENSACOLA, FL 32526

PHILLIPS TODD J
10078 CASTLEBERRY BLVD
PENSACOLA, FL 32526

LE SANG NGOC
10084 CASTLEBERRY BLVD
PENSACOLA, FL 32526

SWINDLE EUGENE D & ELIZABETH L
10090 CASTLEBERRY BLVD
PENSACOLA, FL 32526

BATES HEATHER NICOLE
10096 CASTLEBERRY BLVD
PENSACOLA, FL 32526

GRIMSLEY PATE DIANE L
10102 CASTLEBERRY BLVD
PENSACOLA, FL 32526

STEVENS DEBORA
10108 CASTLEBERRY BLVD
PENSACOLA, FL 32526

LEGASSEY CARL D II & TAMMY M
10114 CASTLEBERRY BLVD
PENSACOLA, FL 32526

MYERS ANITA D TRUSTEES FOR MYERS LIVING TRUST
10120 CASTLEBERRY BLVD
PENSACOLA, FL 32526

KLAWITTER JENNIFER
10126 CASTLEBERRY BLVD
PENSACOLA, FL 32526

FAUCETT HOLLIS B JR & MARY
10132 CASTLEBERRY BLVD
PENSACOLA, FL 32526

WILMOT TSUYAKO
10138 CASTLEBERRY BLVD
PENSACOLA, FL 32526

WILLIAMS RACHEL M
10144 CASTLEBERRY BLVD
PENSACOLA, FL 32526

GORNALL ANDREA M
10150 CASTLEBERRY BLVD
PENSACOLA, FL 32526

TUBERVILLE SAMANTHA JADE
10156 CASTLEBERRY BLVD
PENSACOLA, FL 32526

VANDERHADEN CRISTINA M
10162 CASTLEBERRY BLVD
PENSACOLA, FL 32526

TAYLOR FRANCES M
6037 PATCH LN
PENSACOLA, FL 32526

SMITH NATSUKO
PSC 76 # 6103
APO, AP 96319

CHRISTINE CHRISTINA M
6025 PATCH LANE
PENSACOLA, FL 32526

LAWRENCE MARTEZ S
6019 PATCH LANE
PENSACOLA, FL 32526

DAVIS LALITA
6013 PATCH LN
PENSACOLA, FL 32503

TOY JESSICA J
6007 PATCH LN
PENSACOLA, FL 32526

SOLES SHIRLEY A
PO BOX 1002
PENSACOLA, FL 32591

DONNEY DANIELA ANGELICA
10089 CASTLEBERRY BLVD
PENSACOLA, FL 32526

MOORE JUSTIN S
10095 CASTLEBERRY BLVD
PENSACOLA, FL 32526

FOSTER VICTORIA A
10101 CASTLEBERRY BLVD
PENSACOLA, FL 32526

HENDRICKS QWAYTISHA Q
10107 CASTLEBERRY BLVD
PENSACOLA, FL 32526

MORTON DIANA
10113 CASTLEBERRY
PENSACOLA, FL 32526

LIN LING C
10119 CASTLEBERRY BLVD
PENSACOLA, FL 32526

SETTLE BRANDON M
332 CALLE LA GUERRA UNIT C
CAMARILLO, CA 93010

BONDS CHARLES G JR
9904 REBEL RD
PENSACOLA, FL 32526

WINDY HILL BAPTIST CHURCH INC
9896 REBEL RD
PENSACOLA, FL 32526

SHELBY JANET N
9935 BEULAH RD
PENSACOLA, FL 32526

COBB MARSHA
9929 BEULAH RD
PENSACOLA, FL 32526

CURTIS BILLY W & BONNIE S
9880 N REBEL RD
PENSACOLA, FL 32526

WRIGHT PEGGY A
9870 REBEL RD
PENSACOLA, FL 32526

WHITTEN WALTER L
8605 EIGHT MILE CREEK RD
PENSACOLA, FL 32526-8761

LEDGESTONE DEVELOPERS LLC
8608 EIGHT MILE CREEK RD
PENSACOLA, FL 32526

VARTKO CHRISTINE M
16 1ST ST
BEACON FALLS, CT 6403

MULDER PATRICIA J
9920 REBEL RD
PENSACOLA, FL 32526

COBB MARY LOU
7092 WOODSIDE RD
PENSACOLA, FL 32526

MCCOY SANDRA D
9875 BEULAH RD
PENSACOLA, FL 32526

HELEN JANET
6452 MEADOW FIELD CIR
PENSACOLA, FL 32526

COURSEY JACK K & KATHY JEAN
6450 MEADOW FIELD CIR
PENSACOLA, FL 32526

MERRITT JAMES H & SUSAN C
6448 MEADOW FIELD CIR
PENSACOLA, FL 32526

WEAVER JACK G JR
1825 KINGSFIELD RD
CANTONMENT, FL 32533

BARNETTE BILLY F & TERESSA L
6444 MEADOW FIELD CIR
PENSACOLA, FL 32526

JOHNSON KENNETH R & APRIL L
6442 MEADOW FIELD CIR
PENSACOLA, FL 32526

YORK JANET LONG
6434 MEADOW FIELD CIR
PENSACOLA, FL 32526

QUINTILIANI CHRISTOPHER A
6453 MEADOW FIELD CIR
PENSACOLA, FL 32526

BLACKMON PHILLIP L & MARY D
6447 MEADOW FIELD CIR
PENSACOLA, FL 32526

FOR BAKER CATHERINE A TRUST 1/2 INT
6441 MEADOW FIELD CIR
PENSACOLA, FL 32526

JOYNER RONALD
2742 ASHBURY LN
CANTONMENT, FL 32533

BLACKBURN LILY A
6402 MEADOW FIELD CIR
PENSACOLA, FL 32526

CARRINGTON MORTGAGE SERVICES LLC
1600 SOUTH DOUGLASS RD STE 200-A
ANAHEIM, CA 92806

FINNEY JOANN
6416 MEADOW FIELD CIR
PENSACOLA, FL 32526

WALKER MARY ANN
6401 MEADOW FIELD RD
PENSACOLA, FL 32526

RIVERS SAMUEL M JR
5589 ALLIE RAE ST
MILTON, FL 32570

SMITH CLARENCE S
6432 MEADOW FIELD CIR
PENSACOLA, FL 32526

MCCRANIE JOANN
6451 MEADOW FIELD CIR
PENSACOLA, FL 32526

DELTA MAX INC
6445 MEADOW FIELD CIR
PENSACOLA, FL 32526

KEENAN TIMOTHY
6439 MEADOW FIELD CIR
PENSACOLA, FL 32526

MADDEN DAPHNE I
6428 MEADOW FIELD CIR
PENSACOLA, FL 32526

FARRINGTON RACHEAL A
6404 MEADOW FIELD CIR
PENSACOLA, FL 32526

STEPHANY KRISTIN S REVOCABLE TRUST
1910 ILLION ST
SAN DIEGO, CA 92110

BLANCHETTE SERGE R
6426 MEADOW FIELD CIR
PENSACOLA, FL 32526

RICKARD ISABELL V
6403 MEADOW FIELD CR
PENSACOLA, FL 32526

ANDREWS CHRISTOPHER SCOTT
500 W GOVERNMENT ST
PENSACOLA, FL 32502

JENNETTE PETER M & JENNETTE ANGELA R
6455 MEADOW FIELD CIR
PENSACOLA, FL 32526

STEWARD TULLOS M
6449 MEADOW FIELD CIR
PENSACOLA, FL 32526

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* * *

CAMPBELL THOMAS G
6433 MEADOW FIELD CIR
PENSACOLA, FL 32526

SINGLETON RITA D ARRANT
6400 MEADOW FIELD CIR
PENSACOLA, FL 32526

THOMAS JAMES L
6406 MEADOW FIELD CIR
PENSACOLA, FL 32526

BEASLEY KENNETH D & MARTHA G
6414 MEADOWFIELD CIR
PENSACOLA, FL 32526

MONTGOMERY CHRYSTAL K
9975 BEULAH RD
PENSACOLA, FL 32526

SNIPES CHRISTOPHER A
6405 MEADOW FIELD CIR
PENSACOLA, FL 32526

RICH TASHALA
4147 ERRESS BLVD
PENSACOLA, FL 32505

REEVES
9814 REBEL RD
PENSACOLA, FL 32526

ANDREWS DOUGLAS C 1/3 INT
6411 MEADOW FIELD CIR
PENSACOLA, FL 32526

DOWNING SANDRA L
6413 MEADOW FIELD CIR
PENSACOLA, FL 32526

SMITH LINDA JOHNSON
6415 MEADOW FIELD CIR
PENSACOLA, FL 32526

WILLIAMS RONALD J
6417 MEADOW FIELD CIR
PENSACOLA, FL 32526

SHAW NANCY L
6419 MEADOW FIELD CIR
PENSACOLA, FL 32526-9143

FERGUSON CARL L III
9965 BEULAH RD
PENSACOLA, FL 32526

SACRED HEART HEALTH SYSTEM INC
5151 N 9TH AVE
PENSACOLA, FL 32504

LITTLE BRENDA G
9895 BEULAH RD
PENSACOLA, FL 32526

STEPHERSON PATRICIA
6436 MEADOW FIELD CIR
PENSACOLA, FL 32526

BARDIN JOHN D & MARLENE M
6454 MEADOW FIELD CIR
PENSACOLA, FL 32526

CHRISTENSON JOHN K & KATE E
6422 MEADOW FIELD CIR
PENSACOLA, FL 32526

JOHNSON JEAN LUNDY 1/ 2 INT
886 WHISPERING OAK DR
PRESCOTT, AZ 86301-4351

FORESTAR USA REAL ESTATE GROUP INC
STE 500
6300 BEE CAVE RD

BARNES SARAH R TRUST
6737 WONDER LAKE RD
PENSACOLA, FL 32526

MARSHALL SHARON L
6720 WONDERLAKE RD
PENSACOLA, FL 32526

ALIGOOD JONATHAN KEITH 1/2 INT
6690 WONDERLAKE RD
PENSACOLA, FL 32526

BLACKWELL THERESA L
9535 TOWER RIDGE RD
PENSACOLA, FL 32526

SELLARS MARY
6630 WONDERLAKE RD
PENSACOLA, FL 32526

STEFANKO JACOB
10031 OAK HAVEN RD
PENSACOLA, FL 32526

BARBARA ANN
10041 OAK HAVEN RD
PENSACOLA, FL 32526-4144

MCGUIGAN HUGH A & MARSHA H
6520 TOETUCK DR
PENSACOLA, FL 32526

CARLILES JEWELL
1300 S HWY 29
CANTONMENT, FL 32533

COE HENRY W JR
10021 OAK HAVEN RD
PENSACOLA, FL 32526

STEELE ROCKY B & JANICE H
6530 TOETUCK DR
PENSACOLA, FL 32526

FOSHEE CHRISTOPHER S
6500 TOE TUCK DR
PENSACOLA, FL 32526

BRAY WILLIAM H
6510 TOETUCK DR
PENSACOLA, FL 32526

LOUPE LYN D
7860 HIDALGO ST
PENSACOLA, FL 32526

KING ANN
6850 PINE FOREST RD
PENSACOLA, FL 32526

BRADLEY GREGORY M & DEBORAH A
6525 TOETUCK DR
PENSACOLA, FL 32526

NELSON CATHY JO
6501 TOE TUCK DR
PENSACOLA, FL 32526

MATHER CYNTHIA A
8640 KLONDIKE RD
PENSACOLA, FL 32526

BENNETT JEFFERY R
2519 LONGLEAF DR
PENSACOLA, FL 32526

HADDEN VICTORIA L
9960 OAK HAVEN RD
PENSACOLA, FL 32526

DEAN JAMES A
6669 WONDERLAKE DR
PENSACOLA, FL 32526

JOHNSON RICKY D & LINDA L
6661 WONDERLAKE RD
PENSACOLA, FL 32526

DEAN HAROLD & M ANN
6631 WONDERLAKE RD
PENSACOLA, FL 32526

HUNTER PATSY C
9927 OAK HAVEN RD
PENSACOLA, FL 32526

LALAS REBECCA D
9940 OAK HAVEN DR
PENSACOLA, FL 32526

BERUBE DENNIS R & MARILYN A
24 HANS ST
CRANSTON, RI 2910

HAWTHORNE ANTHONY M & LINDA S
9980 OAK HAVEN RD
PENSACOLA, FL 32526

COUTURE REGINA
9951 LYNNDALE DR
PENSACOLA, FL 32526

JORDAN STEPHEN J & SALLY A
6721 WONDERLAKE RD
PENSACOLA, FL 32526

JORDAN SALLY A
6721 WONDERLAKE RD
PENSACOLA, FL 32526

HURSTON ANGELA D
6665 WONDERLAKE RD
PENSACOLA, FL 32526

KUKES MICHAEL C
12937 ISLAND SPIRIT DR
PENSACOLA, FL 32506

HUFF CHARLOTTE J
6621 WONDER LAKE RD
PENSACOLA, FL 32526

HILLIARD LEAH MICHELLE
9950 OAK HAVEN RD
PENSACOLA, FL 32526

KING LONNIE CONSTRUCTION CO
6848 PINE FOREST RD
PENSACOLA, FL 32526

MURPHY KRISTIANA D
6511 TOETUCK DR
PENSACOLA, FL 32526

BRYANT NIKKI D
9981 OAK HAVEN DR
PENSACOLA, FL 32526

JOHNSON BETTY B
9965 LYNNDALE DR
PENSACOLA, FL 32526

PETERSON JENNIFER LYNN
9961 LYNNDALE DR
PENSACOLA, FL 32526

PEARSON SUSAN
6671 WONDERLAKE RD
PENSACOLA, FL 32526

REYES ROGER D
9814 REBEL RD
PENSACOLA, FL 32526

COTNER DAVID A
6641 WONDERLAKE RD
PENSACOLA, FL 32526

DEWEY LADONNA
6611 WONDERLAKE RD
PENSACOLA, FL 32526

COUTURE MICHAEL P & REGINA D
9951 LYNNDALE DR
PENSACOLA, FL 32526

HUNTER AGNES B
9925 OAK HAVEN RD
PENSACOLA, FL 32526

SMITH JAMES M
9941 LYNNDALE RD
PENSACOLA, FL 32526

HARVEY MARESHA F JOINT REVOCABLE TRUST
8351 RANGER DR
PENSACOLA, FL 32534

KERCHER MARY KAY
6512 FRANK REEDER RD
PENSACOLA, FL 32514

FILSOA JUSTIN
852 ALDERWOOD WAY
SARASOTA, FL 34243

ARCHER RODNEY & BEVERLY
6390 FRANK REEDER RD
PENSACOLA, FL 32526

KING LONNIE J L W & T TRUST 01-10-2006
6848 PINE FOREST RD
PENSACOLA, FL 32526

MEADOR HARRY K JR
6400 FRANK REEDER RD
PENSACOLA, FL 32526

JOHNSTON DIANE J
9990 LYNNDALE DR
PENSACOLA, FL 32526

ROGGEVEEN PHILIP
1816 TULLY RD # 280
SAN JOSE, CA 95122

MCLEOD MASON M & SHERRY
6350 FRANK REEDER RD
PENSACOLA, FL 32526

BEARD BEVERLY H
9930 OAK HAVEN RD
PENSACOLA, FL 32526

MAYBERRY KELI H
6626 FRANK REEDER RD
PENSACOLA, FL 32526

COLLINS ILSI
9920 OAK HAVEN RD
PENSACOLA, FL 32526

KROLL CRYSTAL
6496 FRANK REEDER RD
PENSACOLA, FL 32526

COBB DAVID 1/8 INT
7830 PINE FOREST ROAD APT B1
PENSACOLA, FL 32526

RODRIQUE CINDY
6430 FRANK REEDER RD
PENSACOLA, FL 32526

WOOD JOEY M & DEBRA R
6360 FRANK REEDER RD
PENSACOLA, FL 32526

BLACKMON CHRISTIN
9980 LYNNDALE DR
PENSACOLA, FL 32526

COUTURE JOSHUA
9930 LYNNDALE DR
PENSACOLA, FL 32526

HUNTER JUDITH
9944 ELERAL DR
PENSACOLA, FL 32526

EDWARDS SHERWOOD S
9931 LYNNDALE DR
PENSACOLA, FL 32526

WATSON SUSAN R
6514 FRANK REEDER RD
PENSACOLA, FL 32526

ROBERTSON ROBBY L & ANGELA M
6504 FRANK REEDER RD
PENSACOLA, FL 32526

WILSON RUSSELL A & NANCY M
6480 FRANK REEDER RD
PENSACOLA, FL 32526

BLONDIA PHILLIP J
9910 OAK HAVEN DR
PENSACOLA, FL 32526

DISHER CHRISTINA V
6420 FRANK REEDER RD
PENSACOLA, FL 32526

ANN
9990 OAK HAVEN RD
PENSACOLA, FL 32526

YATES ROY S
9970 LYNNDALE DR
PENSACOLA, FL 32526

ELLISON GARRY T
2200 W KINGSFIELD RD
CANTONMENT, FL 32533

BRIGGS APRIL L
9949 ELERAL DR
PENSACOLA, FL 32526

PUSATERI MELISSA M
9941 ELERAL DR
PENSACOLA, FL 32526

PINNEY SAMANTHA
9940 ELERAL DR
PENSACOLA, FL 32526

MUNGALL MARY L
9936 ELERAL DR
PENSACOLA, FL 32526

ORREN MARGARET E
9937 ELERAL DR
PENSACOLA, FL 32526

ADAMS LAURIE R
9933 ELERAL DR
PENSACOLA, FL 32526

KELLY LINDA L
9932 ELERAL DR
PENSACOLA, FL 32526

JACKSON MARY T
9928 ELERAL DR
PENSACOLA, FL 32526

LAMBETH JASON & STACY L
9929 ELERAL DR
PENSACOLA, FL 32526

ZUKOSKI MICHAEL S
9924 ELERAL DR
PENSACOLA, FL 32526

MURPHY JOANN E
9925 ELERAL DR
PENSACOLA, FL 32526

MONDI LESLIE E
9920 ELERAL DR
PENSACOLA, FL 32526

RIVERS MICHAEL D &
9921 ELERAL DR
PENSACOLA, FL 32526

HECKMAN HEATHER RHEA
9917 ELERAL DR
PENSACOLA, FL 32526

WALLACH DOC REVOCABLE LIVING TRUST
9916 ELERAL DR
PENSACOLA, FL 32526

CONNELL MELISSA D
9912 ELERAL DR
PENSACOLA, FL 32526

DAVIS MAUREEN
9913 ELERAL DR
PENSACOLA, FL 32526

RUMMEL MARK E
1884 ABBOTSBURY WAY
VIRGINIA BEACH, VA 23453-7041

GRAHAM HELEN M
9909 ELERAL DR
PENSACOLA, FL 32526

BRILL JANET
154 ETHEL WINGATE DR #706
PENSACOLA, FL 32507

HO MINH V & THU NGUYEN
9905 ELERAL DR
PENSACOLA, FL 32526

JOHNSTON DARREL
9900 ELERAL DR
PENSACOLA, FL 32526

ECHOLS ANGELA
2119 LIBERTY LOOP RD
CANTONMENT, FL 32533

ELERAL ESTATES HOMEOWNERS ASSOCIATION
2755 FENWICK RD
PENSACOLA, FL 32526

MCCOY MALCOLM S
7641 RANDWICK RD
PENSACOLA, FL 32514

RHYNE MARCELLA
9981 JAY RD
PENSACOLA, FL 32526

THOMPSON DARWYN E
5460 FRANK REEDER RD
PENSACOLA, FL 32526

RHYNE RICHARD T & MARCELLA A
9981 JAY RD
PENSACOLA, FL 32526

COBB TIMOTHY A & KATHY M
9971 JAY RD
PENSACOLA, FL 32526

VELMA JOYCE
5984 HUNTINGTON CREEK BLVD
PENSACOLA, FL 32526

JACKSON LES B
10670 BEULAH RD
PENSACOLA, FL 32526

HART TERESA KAREN
9961 JAY RD
PENSACOLA, FL 32526

WORLEY GREGORY K & PEGGY D
9960 JAY RD
PENSACOLA, FL 32526

WORLEY GREGORY K
9960 JAY RD
PENSACOLA, FL 32526

CRENSHAW WILLIAM H
10650 BEULAH RD
PENSACOLA, FL 32526

GHIGLIOTTY RICHARD D & CAROLYN E
10640 BEULAH RD
PENSACOLA, FL 32526

CHURUKIAN MICHELLE DENAE
9941 JAY RD
PENSACOLA, FL 32526

BURNS STEVEN RALDOPH
7209 WOODSIDE RD
PENSACOLA, FL 32526

WEIDERT PAMELA
10630 BEULAH ROAD
PENSACOLA, FL 32526

BURNS STEVEN RANDOLPH
7209 WOODSIDE RD
PENSACOLA, FL 32526

SCHULTZ HERMAN RICHARD
10615 BEULAH RD
PENSACOLA, FL 32526

HOLLAND CHESTER C SR
5950 FRANK REEDER RD
PENSACOLA, FL 32526

POWELL LELA B
5960 FRANK REEDER RD
PENSACOLA, FL 32526

ALLRED ROBERT L
9921 JAY RD
PENSACOLA, FL 32526

WHEELIS DAVID W
9990 JAY RD
PENSACOLA, FL 32526-9803

DUKES STEVE R & PATRICIA Y
9996 JAY RD
PENSACOLA, FL 32526

DUKES JUSTIN C
9994 JAY RD
PENSACOLA, FL 32526

NIELSEN VIRGINIA W
10620 BEULAH RD
PENSACOLA, FL 32526

GALLINGER DIANNE FLORENCE BARRETTO
9911 JAY RD
PENSACOLA, FL 32526

POWIS EDWIN W & MARIAN K
127 HIGHWAY 22 E APT E11
MADISONVILLE, LA 70447

HOMES FOR OUR TROOPS INC
6 MAIN ST
TAUNTON, MA 2780

SHELBY SHIRLEY B
9945 BEULAH RD
PENSACOLA, FL 32526

SHELBY JAMES K & TAMI
9945 BEULAH RD LT 1
PENSACOLA, FL 32506

MATHEWS LESLIE A
5926 ARCH AVE
PENSACOLA, FL 32526

EVANS EARL
5921 ARCH AVE
PENSACOLA, FL 32526

JOHNSON BRITAN
5922 ARCH AVE
PENSACOLA, FL 32526

SANDERS PAULETTE A
5917 ARCH AVE
PENSACOLA, FL 32526

BURKE MICHELLE
5901 ARCH AVE
PENSACOLA, FL 32526

THORSEN RESA D
5909 ARCH AVE
PENSACOLA, FL 32526-3232

SAEVA MELANIE J
5853 ARCH AVE
PENSACOLA, FL 32526

KEMP ANNEGRET H
5905 ARCH AVE
PENSACOLA, FL 32526

FOR TRENT TRUST
5856 ARCH AVE
PENSACOLA, FL 32526

PALMER SAMERIA S
5860 ARCH AVE
PENSACOLA, FL 32526

CAYTON TIFFANY E
5900 ARCH AVE
PENSACOLA, FL 32526

LAMB BARBARA CAROL
5865 ARCH AVE
PENSACOLA, FL 32526

MATTHEWS SUSAN R
5869 ARCH AVE
PENSACOLA, FL 32526

ALLEN AGNES L
5881 ARCH AVE
PENSACOLA, FL 32526

KEYSTONE HOMEOWNERS ASSOCIATION
4400 BAYOU BLVD #583
PENSACOLA, FL 32503

STACEY VICTORIA
6351 CATTLE DR
PENSACOLA, FL 32526

ROWE SAMMY L
6363 CATTLE DR
PENSACOLA, FL 32526

MONTGOMERY BENJAMIN FRANKLIN III
6375 CATTLE DR
PENSACOLA, FL 32526

GILLETTE KRISTIN P
5904 ARCH AVE
PENSACOLA, FL 32526

BURKE C MICHELLE
5901 ARCH AVE
PENSACOLA, FL 32526

KEYS FAMILY REVOCABLE LIVING TRUST
5864 ARCH AVE
PENSACOLA, FL 32526

NORTON CHRISTOPHER MICHAEL
5894 ARCH AVE
PENSACOLA, FL 32526

MOUSAW JOANN OLEXSAK
5889 ARCH AVE
PENSACOLA, FL 32526

KEEN CHERYL LYNN
5877 ARCH AVE
PENSACOLA, FL 32526

DR HORTON INC
25366 PROFIT DRIVE
DAPHNE, AL 36526

VILLORDO JHEYMI
6355 CATTLE DR
PENSACOLA, FL 32526

JARRELL MEI
3168 BYRON PL
CANTONMENT, FL 32533

SAMEK RICHARD
PSC 474 BOX 7304
FPO, AP 96351

WENTZ VENETA A
5857 ARCH AVE
PENSACOLA, FL 32526

HUDSON KRISTINA LEE
5861 ARCH AVE
PENSACOLA, FL 32526

THOMPSON SHERRY F
5897 ARCH AVENUE
PENSACOLA, FL 32526

SCOTT YVONNE
5893 ARCH AVE
PENSACOLA, FL 32526

SIMMONS GINA A
5885 ARCH AVE
PENSACOLA, FL 32526

RILEY MICHELLE L
5873 ARCH AVE
PENSACOLA, FL 32506

RANKINS SHIRLEY ANN
1033 S FORT HOOD ST STE 200
KILLEEN, TX 76541

ROGERS JEREMY D
6359 CATTLE DR
PENSACOLA, FL 32526

BARTH KRISTINA BRADLEY
6371 CATTLE DR
PENSACOLA, FL 32526

WARD KIMBERLY
6383 CATTLE DR
PENSACOLA, FL 32526

KAM ALEJANDRA BASA
6387 CATTLE DR
PENSACOLA, FL 32526

POHLMANN ADDISON R
6391 CATTLE DR
PENSACOLA, FL 32526

DUFFARD KIMBERLY A
6395 CATTLE DR
CANTONMENT, FL 32533

SIMPSON GERALD E
6350 CATTLE DR
PENSACOLA, FL 32526

HUGHES BONNIE F
6358 CATTLE DR
PENSACOLA, FL 32526

HALL JENNIFER LEIGH
6362 CATTLE DR
PENSACOLA, FL 32526

SARDAR JAZMIN
6366 CATTLE DR
PENSACOLA, FL 32526

CASEY RITA C
6370 CATTLE DR
PENSACOLA, FL 32526

MAKKERS DAVID
6374 CATTLE DR
PENSACOLA, FL 32526

HUTTO STEPHANIE R
6378 CATTLE DR
PENSACOLA, FL 32526

GEISERT BARBARA J
6382 CATTLE DR
PENSACOLA, FL 32526

SCHMIDT ERIC W
6386 CATTLE DR
PENSACOLA, FL 32526

HAMILTON PIERCE
6390 CATTLE DR
PENSACOLA, FL 32526

JONES DEANA W
6394 CATTLE DR
PENSACOLA, FL 32526

CHABANIK MARIE ARLENE
6398 CATTLE DR
PENSACOLA, FL 32526

FORAGE ESTATES HOMEOWNERS ASSOCIATION INC
2655 BARRINEAU PARK RD
MOLINO, FL 32577

BROWN ANN C
10020 BEULAH RD
PENSACOLA, FL 32526

SCHULTZ OLIN S & JULIA B
6230 FRANK REEDER RD
PENSACOLA, FL 32526

MCARTHUR ANNA LOUISE
9960 LYNDALE DR
PENSACOLA, FL 32526

O BRIEN EMMA JEAN
6710 WONDERLAKE RD
PENSACOLA, FL 32526

HENNESSEY SUSAN
9710 ALOHA LANE
PENSACOLA, FL 32526

KAHIAPO DANIEL K JR
10234 REBEL RD
PENSACOLA, FL 32526

VARVOURIS AMANDA
1754 FAIRCHILD ST
PENSACOLA, FL 32504

WRIGHT ANGELA L
9874 REBEL RD
PENSACOLA, FL 32526

RAMOS ANN C
10020 BEULAH RD
PENSACOLA, FL 32526

MOORE BETTYE J
PO BOX 131
UNADILLA, NY 13849

HALL BILLY J
9985 REBEL RD
PENSACOLA, FL 32526

LOTT DAVID A & LETITIA DECK
10075 REBEL RD
PENSACOLA, FL 32526

RUTLEDGE SHELLY JEANENE
9965 REBEL RD
PENSACOLA, FL 32526

BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

BROOKS CHASITY ANN
6511 SUWANEE RD
PENSACOLA, FL 32526

MOORE DELL S
7384 SHELBY LN
PENSACOLA, FL 32526

MOORE MICHAEL D JR
9885 REBEL RD
PENSACOLA, FL 32526

OLDE CITY DEVELOPERS LLC
212 W INTENDENCIA ST
PENSACOLA, FL 32502

D R HORTON INC
25366 PROFIT DR
DAPHNE, AL 36526

FLYNN DONNA N
7712 LAKESIDE DR
MILTON, FL 32583

RETTEW SHIRLEY B
10035 BEULAH RD
PENSACOLA, FL 32526

BRAZWELL BILLY JOHN
9995 BEULAH RD
PENSACOLA, FL 32526

BRAZWELL BEATRICE
9995 BEULAH RD
PENSACOLA, FL 32526

DUBOSE ELEANOR JEANETTE SCHULTZ
20425 DONOVAN DR
SEMINOLE, AL 36574

GRIDER CLINTON J 50% INT
6363 TISDALE LN
PENSACOLA, FL 32526

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FRANK REEDER RD

Applicant:

Project Type

Type	Fee
Planning Board: Large Scale Amend.	$2,969.50
Project Fee	$210.88
Total	$3,180.38

Payments

Payment ID	Payment Date	Payment Type	Description	Ref. Number	Amount
			Total		$0.00

Discount Total	($0.00)
Payment Amount	$0.00
Balance Due	$210.88

THIS IS NOT A PERMIT. This receipt does not authorize you to begin construction of your project.

Comprehensive Plan
Large-Scale Future Land Use Map Amendment And The Expansion Of Navy Federal Credit Union, Urban Service Area Boundary Map
Staff Analysis

General Data

Project Name:	LSA 2019-01 – Amending the Comprehensive Plan, Chapter 7, 2030 FLU map and expanding Navy Federal Credit Union (NFCU) Urban Service Area Boundary Map.
Location:	5501 Frank Reeder Road and 9045 Security Place.
Parcel #s:	05-1S-31-1101-000-000
Acreage:	98.03 (+/-) acres
Request:	From Public (P) to Mixed-Use Urban (MU-U).
Agent:	Escambia County
Meeting Dates:	Planning Board, August 6, 2019 BCC August 15, 2019 (Transmittal)

Site Description and Summary of Proposed Amendment:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of a 98.03 (+/-) acres from Public (P) to Mixed-Use Urban (MU-U). The current zoning designation of the referenced parcels is NONE. Rezoning case Z-2019-08 is pending on the approval of this FLU map amendment. The rezoning case Z-2019-08 has been submitted to rezone the property from NONE to Heavy Commercial Light Industrial (HC/LI). The FLU amendment proposed will expand the existing Navy Federal Credit Union Campus property. As well with the FLU map amendment NFCU is proposing to amendment Chapter 7 Future Use Element OBJ FLU 5.1 NFCU Urban Service Area (USA) Boundary Map to include an additional 98.03 (+/-) acres.

The area is a portion of parcel 05-1S-31-1101-000-000 located west of existing Navy Federal Credit Union (NFCU) campus. West of the intersection of Interstate 10 and W. Nine Mile Road/US Highway 90A. The northern boundary abuts Frank Reeder Road. The property is being expanded to add additional parking for 300 more NFCU employees and two recreational areas. Recreational areas will be located one to the south along W. Nine Mile Road/US Highway 90A and the other along Frank Reeder road.

The property subject area to the south is residential zoned Low Density Mixed-Use (LDMU) and Low Density Residential (LDR) with a residential subdivision. To the West of the area is zoned NONE and Public (P) which is all vacant. To the north along Frank Reeder road is zoned Low Density Residential (LDR) with residential subdivisions. To the east is the existing NFCU campus which is zoned Heavy Commercial Light

Industrial (HC/LI) and properties owned my NFCU zoned Low Density Residential (LDR) with existing residential houses.

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific level of service (LOS) standards established by Escambia County are evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

CP Policy INF 1.1.7 Level of Service (LOS) Standards. *Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

CP Policy INF 1.1.11 Required New Service Connection. *All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer. Any new proposed development will have a complete revie during the Development Review Process.

Solid Waste Disposal.

CP Policy INF 2.1.2 Perdido Landfill Operation. *Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

CP Policy INF 2.1.4 Level of Service (LOS) Standards. *The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: The subject area is within the service area of ECUA and meets the adopted level of services standards in the Comprehensive Plan. Based on population growth projections and estimated annual Class 1 municipal solid waste received, the Perdido Landfill can accommodate the development.

Potable Water Service.

CP Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no*

later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.

CP Policy INF 4.1.6 Developer Responsibility. *The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

CP Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Analysis: The subject area is within the service area of ECUA for potable water and meets the adopted level of services standards in the Comprehensive Plan. Any new proposed development will have a complete review during the Development Review Process.

Stormwater Management.

CP Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

CP Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

CP Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: The current site is completely vacant; a new stormwater management system will have to be designed and need to be approved through the Development Review Committee (DRC). NFCU is currently already in the preliminary design phase and will submit plans to the Escambia County soon.

Streets and Access.

CP Policy MOB 1.1.1 Level of Service (LOS) Standards. *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

Analysis: The FLU amendment is for an expansion of the current USA boundary. Any new development will have to submit for Development Review Process.

Traffic Operations & Planning (TOP) Comments – LSA-2019-01

TOP Staff has reviewed the Large Scale Amendment LSA-2019-01 Frank Reeder Road (None to HC/LI), agenda item for the Planning Board meeting scheduled for August 6, 2019. Please see the below comments.

Frank Reeder Road is two-lane local roadway with no paved shoulders. The roadway is approximately 20 feet wide with limited right-of-way in certain areas. The existing right-of-way for this facility varies from 0 to 18 feet. Frank Reeder Road connects with CR 99 (Beulah Road) and will provide a link to the new I-10 interchange in the Beulah Road vicinity. Frank Reeder Road will also accommodate a portion of traffic from the large-scale adjacent developments including Navy Federal Credit Union and future development within the area of Outlying Field Eight (OLF8). Master planning of the OLF 8 site, procurement of master planner underway, and site planning for this site will help determine the amount of traffic that will need to be accommodated by Frank Reeder Road. The County is aware of the need to eventually improve and increase the capacity on Frank Reeder Road to accommodate the existing and future traffic demands. Future roadway improvements may include, but not limited to, roadway/lane widening, drainage upgrades, right-of-way, bicycle / pedestrian amenities, etc.

Currently, the County does not have any proposed improvement projects scheduled for Frank Reeder Road. Likewise, the Florida Department of Transportation does not have any improvement projects planned or scheduled.

The most recent count on Frank Reeder Road was taken in September of 2018 and the two-way traffic volume was 1,369, which is believed to be slightly over capacity.

TOP's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TOP comments during the Development Review process. Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: The FLU amendment does not include any impact on public schools.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and

services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

CP Policy FLU 1.3.1 Future Land Use Categories. *General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1* [of the Escambia County Comprehensive Plan].

Analysis: The referenced Comprehensive Plan table describes the current MU-U FLU as intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Residential density is limited to 25 dwelling units per acre. The Comprehensive Plan table describes the current C FLU as intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development.

The proposed amendment FLU, as described by the same policy, is intended to provide for uses or facilities owned or managed by the Federal, State, or county government or other public institutions or agencies. Residential density within the Public category has no limits on dwelling units per acre.

Approval of the amendment would allow for zoning to be consistent with the existing land use that is owned by Escambia County and create a consisted zoning for the existing use that is currently already developed.

Impact on Wellheads.

CP Policy CON 1.4.1 Wellhead Protection. *Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

Analysis: The property is not located in a wellhead protection area. The FLU Amendment will not impact the area. Any new development will have to submit for Development Review Process.

Impact on Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The FLU amendment does not have any significant impacts. During times of development review if any historic or archeological resources or structures are discovered the county will take the appropriate guidance, direction and technical assistance. In June of 2019, Prentice Thomas and Associates (PTA) Inc., had fieldwork carried out by a two-person archaeological crew under the direction of a field

supervisor. The crew conducted an intensive pedestrian survey and subsurface investigation over the entire tract, during which all surface and subsurface exposures were examined. This latter effort was augmented by systematic interval and judgmental shovel testing. A total of 131 (120 survey and 11 recording) 50 cm by 50 cm shovel tests were excavated. The effort resulted in the identification of one archaeological occurrence designated PTA-01-2019, a single unidentified prehistoric ceramic located in the southern portion of the project area. The archaeological occurrence is not eligible for nomination to the National Register of Historic Places (NRHP). No further work is recommended.

Impact on the Natural Environment.

CP Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: The proposed FLU amendment will not have an impact beyond existing development at this time. The FLU amendment application includes a report by Prentice Thomas and Associates with 8.11 acres of wetlands have been documented. As well the Escambia County's own wetland survey of the property is attached in the submittal application. Any natural resource issues will be appropriately addressed at the county Development Review process at the time of development.

Urban Sprawl

CP Objective FLU 1.3 Future Land Use Map Designations. *Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.*"

Analysis: The proposed FLU amendment would discourage urban sprawl through the characteristics of the existing development pattern and already developed area.

CP Policy FLU 2.2.1 Location. Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

CP Policy FLU 2.2.4 Existing Facilities. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

Analysis: The proposed FLU amendment site is being proposed for recreational use area to be developed and encompass multiple playing recreational fields in a central location to maximize the efficiency to the public and NFCU. The FLU amendment proposed would be consistent with NFCU property that already has a FLU destination of MU-U.

Under section **1-1.7.3 Nonconformance.** Lawfully established and maintained uses, structures, site conditions, and lots made nonconforming by later adoption or amendment of any land development regulations may continue, subject to the nonconformance provisions of Article 2.The provisions protect the interests of owners in continuing to use their property while providing the community a gradual remedy for existing undesirable conditions resulting from nonconformance. Actions that would expand nonconformance are prohibited and actions that would make nonconformance more permanent are restricted. Nothing in the LDC shall be interpreted as authorizing or approving the continuation or expansion of any uses, structures, conditions, or lots not lawfully established according to regulations in effect at the time of establishment.

Article 2 Nonconformance
Sec. 1-2.1 Purpose of article.
The purpose of this article is to establish land use regulations that define the legal status of nonconformance with LDC regulations, prohibit the expansion of any nonconformance, restrict activities that would make any nonconformance more permanent, and correct nonconformance to the extent practical. This article establishes specific provisions through which nonconforming uses, structures, lots and site conditions may be maintained, altered or reconstructed, and conditions under which the nonconformance is terminated.

Sec. 1-2.2 General conditions.

(a) Continuation. Lawfully established and maintained uses, structures, lots and site conditions that no longer comply with one or more land development regulations may continue in productive use as legal exceptions to those regulations only as prescribed by the nonconformance provisions of this article and related sections of the LDC. In allowing the continuation of such nonconformance it remains the intent of the LDC to prohibit the expansion and limit the alteration or reconstruction of nonconformities, and to discourage the continuation of those that are inconsistent with the purposes of applicable regulations. Where multiple nonconformities exist, each must comply with the provisions regarding their lawful continuation.

(b) Nonconformance status. Any nonconformance status of a use, structure, lot or site condition runs with the land and is not lost by changes of ownership, or management. However, once nonconforming status is lost, the use, structure, lot or condition shall comply with current LDC regulations. For the purposes of determining whether the right to continue a nonconformance is lost, all of the activities and structures on a lot are generally to be considered as a whole. For example, a unit vacancy in a nonconforming multi-tenant building does not result in the loss of the right to rent the unit if the use of the building as a whole is maintained.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16592 **Growth Management Report 9. 1.**
BCC Regular Meeting **Action**
Meeting Date: 08/15/2019
Issue: Action Item - Sea Spray Final Plat
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Sea Spray Permit # 19061960

That the Board take the following action concerning recording of Sea Spray Island (being a 6-lot residential subdivision), located in the Innerarity Community and lying north off Innerarity Point Road and connected and lying at the north end of Sea Spray Drive (an existing paved County Road). Owner and Developer is Pair Exchange, 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 Statute;

A. Approve the final plat for recording;

B. 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 MSBU (Municipal Services Benefit Unit); and

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

BACKGROUND:

The preliminary plat was approved on November 8, 2017. Development Services Department inspected the improvements on August 8, 2019 and found improvements substantially complete and in accordance with applicable County Requirements. An executed two-Year Warranty Agreement without Surety, and a Real Estate Infrastructure Maintenance Disclosure will be recorded with the Final

Plat. Staff has reviewed the final plat and related documents.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. A two Year Warranty Agreement without Surety has been reviewed and approved Assistant County Attorney, Kia Johnson on July 18, 2019.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court's Office for Clerk signatures and recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Two Year Warranty Agreement
Vicinity/Location Map
Infrastructure Disclosure Form
Final Plat Drawing

Prepared by:
Kramer A. Litvak, Esq.
Litvak Beasley Wilson & Ball, LLP
40 Palafox Place, Suite 300
Pensacola, Florida 32502

**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 Pair Exchange, LLC, a limited liability company organized under the laws of the State of Florida ("Developer")whose address is 6520 Scenic Highway, Pensacola, Florida 32504, 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 Sea Spray Island ("Development"), more particularly described on Exhibit A attached hereto; 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;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.

2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements ("Warranty Period"):

a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, the following infrastructure deficiencies: (i) cracked concrete and cracked curbing, (ii) minor ponding of water on the asphalt, (iii) minor settling of asphalt areas, (iv) minor deficiencies in storm pipe, (v) ponds recharging at a slow rate but still meeting regulatory requirements, and (vi) stabilization and erosion.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

Ashley A. Hopkins
(printed name)

Monica C Andrews
(printed name)

DEVELOPER/OWNER:

PAIR EXCHANGE, LLC, a Florida limited liability company

By: _____
Matthew J. Pair
Its: Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of June, 2019, by Matthew J. Pair as Manager of Pair Exchange, LLC, a Florida limited liability company. He/She (____) is personally known to me, or (X) has produced FL DL as identification.

_____
Signature of Notary

(Notary Seal)

Monica C Andrews
Name of Notary (printed)

MONICA C ANDREWS
MY COMMISSION # GG060198
EXPIRES January 05, 2021

Escambia County, through its Board of County Commissioners

By:_____

_____, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____ day of _____, 2019

_____

Deputy Clerk

BCC Approved:_____

Approved as to form and legal sufficiency.

By/Title: Kia M. Jolaus, ACA

Date: 7-19-19

EXHIBIT 'A'

Sea Spray Island legal

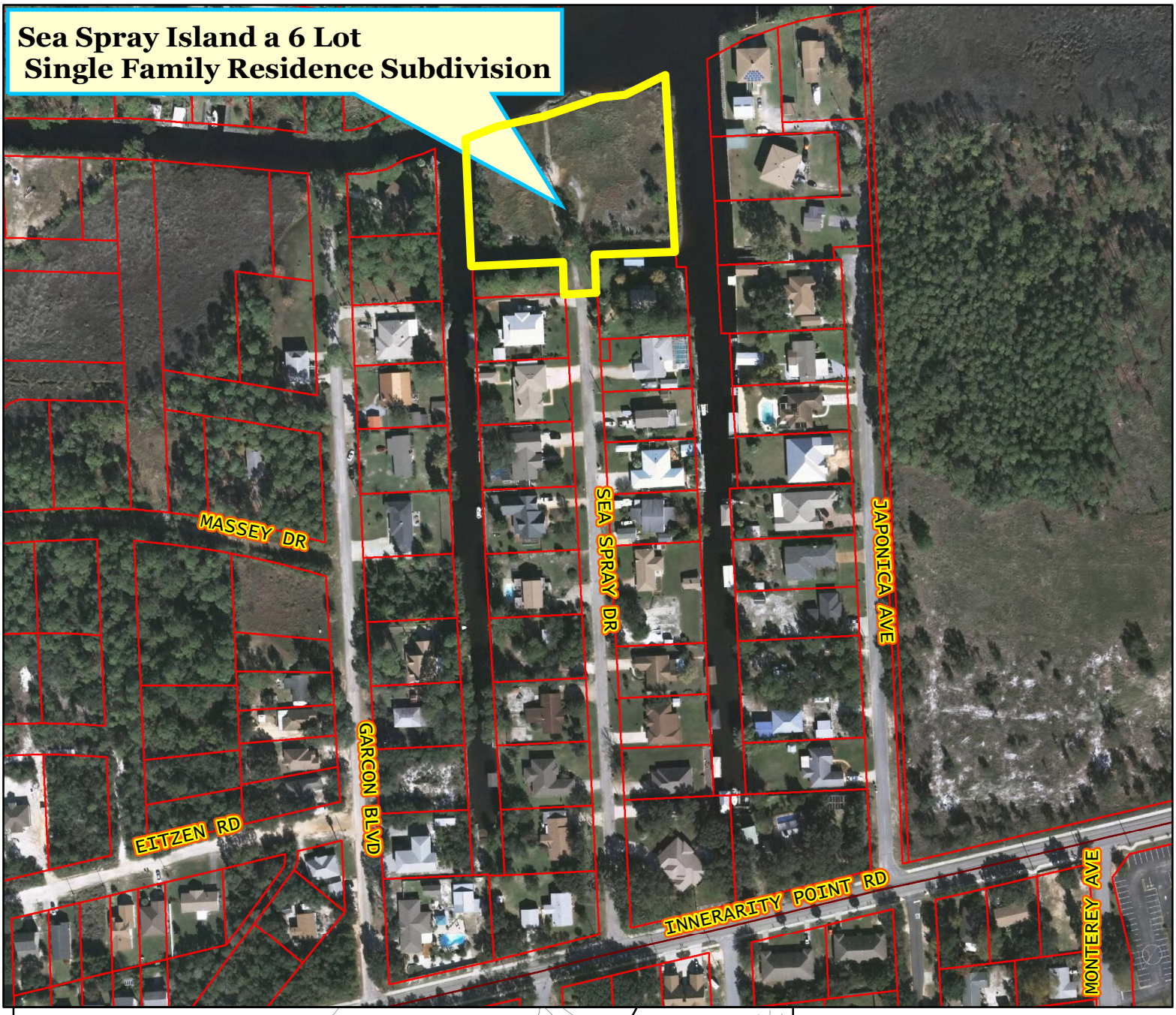
COMMENCE WHERE THE NORTHERLY RIGHT-OF-WAY LINE OF INNERARITY ROAD, (60.0' R/W) INTERSECTS WITH THE EAST RIGHT-OF-WAY LINE OF GARCON BOULEVARD, (60.0' R/W);
THENCE RUN N76°47'52"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF INNERARITY ROAD A DISTANCE OF 437.42 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SEA SPRAY DRIVE, (50.0' R/W);
THENCE DEPARTING SAID INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE AND WEST RIGHT-OF-WAY LINE, RUN N02°53'58"W ALONG SAID WEST RIGHT-OF-WAY LINE OF SEA SPRAY DRIVE A DISTANCE OF 1009.61 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE N02°53'58"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 55.29 FEET TO A POINT OF INTERSECTION WITH A LINE REFERRED TO AS THE CENTER LINE OF A MAN MADE CANAL AND THE MACKIE PROPERTY LINE (ORB 6665, PG 1554);
THENCE RUN S87°06'02"W, ALONG SAID MACKIE PROPERTY LINE, A DISTANCE OF 7.93 FEET TO A POINT WHICH FALLS AT THE APPROXIMATE MEAN HIGH WATER LINE OF SAID CANAL;
THENCE MEANDERING ALONG SAID APPROXIMATE MEAN HIGH WATER LINE, RUN NORTHWESTERLY ALONG A LINE BEARING N27°44'55"W A DISTANCE OF 29.55 FEET TO A POINT OF INTERSECTION; SAID POINT OF INTERSECTION BEARS WITNESS FROM A WITNESS CORNER WHICH YIELDS A BEARING OF S11°21'32"W, A DISTANCE OF 7.13 FEET FROM SAID WITNESS CORNER;
THENCE RUN SOUTHWESTERLY ALONG A LINE BEARING S89°10'03"W A DISTANCE OF 57.51 FEET TO A POINT OF INTERSECTION;
THENCE RUN NORTHWESTERLY ALONG A LINE BEARING N89°26'13"W A DISTANCE OF 47.85 FEET TO A POINT OF INTERSECTION; SAID POINT OF INTERSECTION BEARS WITNESS FROM A WITNESS CORNER WHICH YIELDS A BEARING OF S40°51'17"W, A DISTANCE OF 9.72 FEET FROM SAID WITNESS CORNER;
THENCE CONTINUE NORTHWESTERLY ALONG A LINE BEARING N11°14'57"W A DISTANCE OF 17.64 FEET TO A POINT OF INTERSECTION;
THENCE RUN NORTHEASTERLY ALONG A LINE BEARING N00°36'58"E A DISTANCE OF 59.57 FEET TO A POINT OF INTERSECTION;
THENCE RUN NORTHWESTERLY ALONG A LINE BEARING N08°36'40"W A DISTANCE OF 66.86 FEET TO A POINT OF INTERSECTION; SAID POINT OF INTERSECTION BEARS WITNESS FROM A WITNESS CORNER WHICH YIELDS A BEARING OF S83°01'41"W, A DISTANCE OF 11.70 FEET FROM SAID WITNESS CORNER;
THENCE RUN NORTHEASTERLY ALONG A LINE BEARING N55°02'53"E A DISTANCE OF 73.98 FEET TO A POINT OF INTERSECTION;
THENCE CONTINUE NORTHEASTERLY ALONG A LINE BEARING N59°19'40"E A DISTANCE OF 56.19 FEET TO A POINT OF INTERSECTION;
THENCE CONTINUE NORTHEASTERLY ALONG A LINE BEARING N66°52'54"E A DISTANCE OF 51.12 FEET TO A POINT WHERE SAID CANAL INTERSECTS WITH THE SOUTH SHORE LINE OF BAYOU GARCON; SAID POINT OF INTERSECTION BEARS WITNESS FROM A WITNESS CORNER WHICH YIELDS A BEARING OF N32°10'22"E, A DISTANCE OF 17.29 FEET FROM SAID WITNESS CORNER;
THENCE RUN SOUTHEASTERLY ALONG SAID SOUTH SHORE LINE A BEARING S74°12'53"E A DISTANCE OF 19.87 FEET TO A POINT OF INTERSECTION;
THENCE CONTINUE SOUTHEASTERLY ALONG A LINE BEARING S87°00'12"E A DISTANCE OF 44.17 FEET TO A POINT OF INTERSECTION;
THENCE RUN NORTHEASTERLY ALONG A LINE BEARING N76°21'45"E A DISTANCE OF 45.54 FEET TO A POINT OF INTERSECTION;
THENCE RUN SOUTHEASTERLY ALONG A LINE BEARING S85°37'44"E A DISTANCE OF 33.67 FEET TO A POINT WHERE SAID SOUTH SHORE OF BAYOU GARCON INTERSECTS WITH THE WEST RIGHT-OF-WAY LINE OF A MAN MADE CANAL; SAID POINT OF INTERSECTION BEARS WITNESS FROM

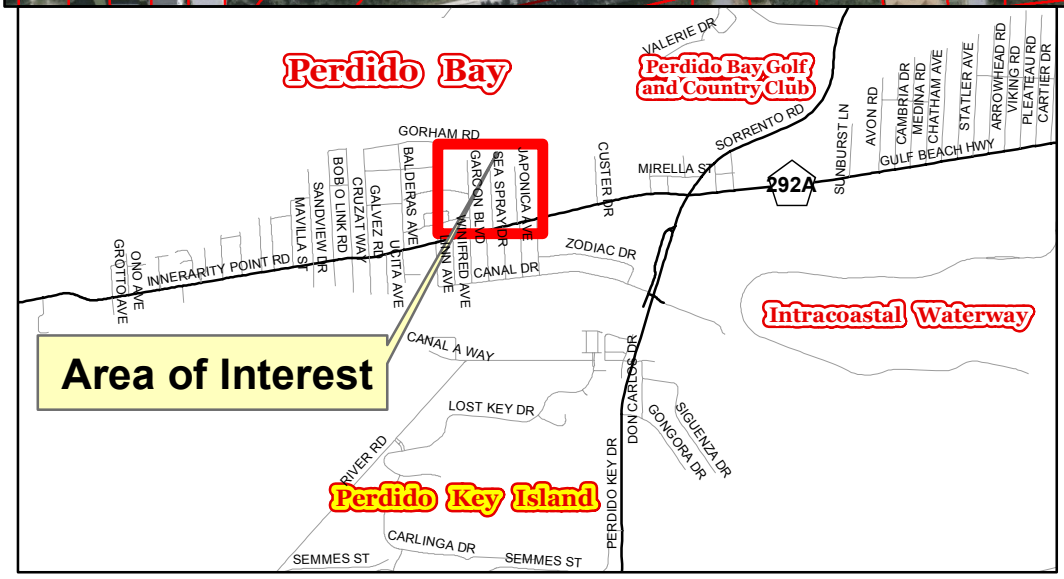
Sea Spray Island legal

A WITNESS CORNER WHICH YIELDS A BEARING OF N01°10'40"E, A DISTANCE OF 7.98 FEET FROM SAID WITNESS CORNER;
THENCE RUN SOUTHEASTERLY ALONG A LINE BEARING S26°49'50"E A DISTANCE OF 20.62 FEET TO A POINT OF INTERSECTION;
THENCE RUN SOUTHEASTERLY ALONG A LINE BEARING S05°46'00"E A DISTANCE OF 63.05 FEET TO A POINT OF INTERSECTION;
THENCE RUN SOUTHEASTERLY ALONG A LINE BEARING S01°12'28"E A DISTANCE OF 68.29 FEET TO A POINT OF INTERSECTION;
THENCE RUN SOUTHEASTERLY ALONG A LINE BEARING S03°36'20"E A DISTANCE OF 82.04 FEET TO A POINT OF INTERSECTION; SAID POINT OF INTERSECTION BEARS WITNESS FROM A WITNESS CORNER WHICH YIELDS A BEARING OF S54°23'56"E, A DISTANCE OF 10.60 FEET FROM SAID WITNESS CORNER;
THENCE RUN SOUTHWESTERLY ALONG A LINE BEARING S70°55'27"W A DISTANCE OF 8.04 FEET TO A POINT OF INTERSECTION;
THENCE RUN NORTHWESTERLY ALONG A LINE BEARING N85°37'59"W A DISTANCE OF 80.08 FEET TO A POINT OF INTERSECTION;
THENCE RUN SOUTHWESTERLY ALONG A LINE BEARING S85°09'58"W A DISTANCE OF 31.73 FEET TO A POINT OF INTERSECTION; SAID POINT OF INTERSECTION BEARS WITNESS FROM A WITNESS CORNER WHICH YIELDS A BEARING OF S19°47'48"E, A DISTANCE OF 11.83 FEET FROM SAID WITNESS CORNER;
THENCE RUN SOUTHWESTERLY ALONG A LINE BEARING S17°51'48"W A DISTANCE OF 28.18 FEET TO A POINT OF INTERSECTION;
THENCE DEPARTING SAID APPROXIMATE MEAN HIGH WATER LINE RUN S87°06'02"W A DISTANCE OF 1.71 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SEA SPRAY DRIVE;
THENCE RUN S02°50'32"E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 55.30 FEET;
THENCE DEPARTING AFORESAID EAST RIGHT-OF-WAY LINE RUN S87°07'11"W A DISTANCE OF 50.04 FEET TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE OF SEA SPRAY DRIVE AND THE POINT OF BEGINNING.

ALL LYING AND BEING IN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA.

Final Plat ~ Sea Spray Island
6 Lot Single Family Residences





N

ESCAMBIA COUNTY FLORIDA

Surveying RGG 7/25/2019

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: Sea Spray Island
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)	N/A	N/A
Retention Pond(s)	swale in R/W-county, swale in lot-homeowner	swale in R/W-county, swale in lot-homeowner
Stormwater Conveyance or Easements (rear yard)	N/A	N/A
Easements between lots (side yard)	N/A	N/A
Sewer Lift Station Central	N/A	N/A
Sewer System	wetwell & service line-homowner/trunk line in R/W-ECUA	wetwell &service line -homeowner/trunk line in R/W-ECUA
Water System	ECUA	ECUA
Gas	N/A	N/A
Other (i.e. Clubhouse)	N/A	N/A

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by:
HAMMOND ENGINEERING, INC.
3802 NORTH 'S' STREET
PENSACOLA, FL 32505

PAIR EXCHANGE, LLC-MATT PAIR, MANAGER
Seller's Name
6520 SCENIC HWY
Address
PENSACOLA, FL 32504
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:

7/2/2019 revised

Subdivision **Sea Spray Island**

Engineer **HEI**

Lot	Block	Type of Infrastructure	Responsible Entity	Ownership
1	A	10' utility easement along frontage	Homeowner	Home owner
1	A	Grinder pump sewer system	Homeowner	Home owner
2	A	10' utility easement along frontage	Homeowner	Home owner
2	A	Grinder pump sewer system	Homeowner	Home owner
3	A	10' utility easement along frontage	Homeowner	Home owner
3	A	Grinder pump sewer system	Homeowner	Home owner
4	A	10' utility easement along frontage	Homeowner	Home owner
4	A	Grinder pump sewer system	Homeowner	Home owner
5	A	10' utility easement along frontage	Homeowner	Home owner
5	A	Grinder pump sewer system	Homeowner	Home owner
6	A	10' utility easement along frontage	Homeowner	Home owner
6	A	Grinder pump sewer system	Homeowner	Home owner

FINAL PLAT OF

SEA SPRAY ISLAND

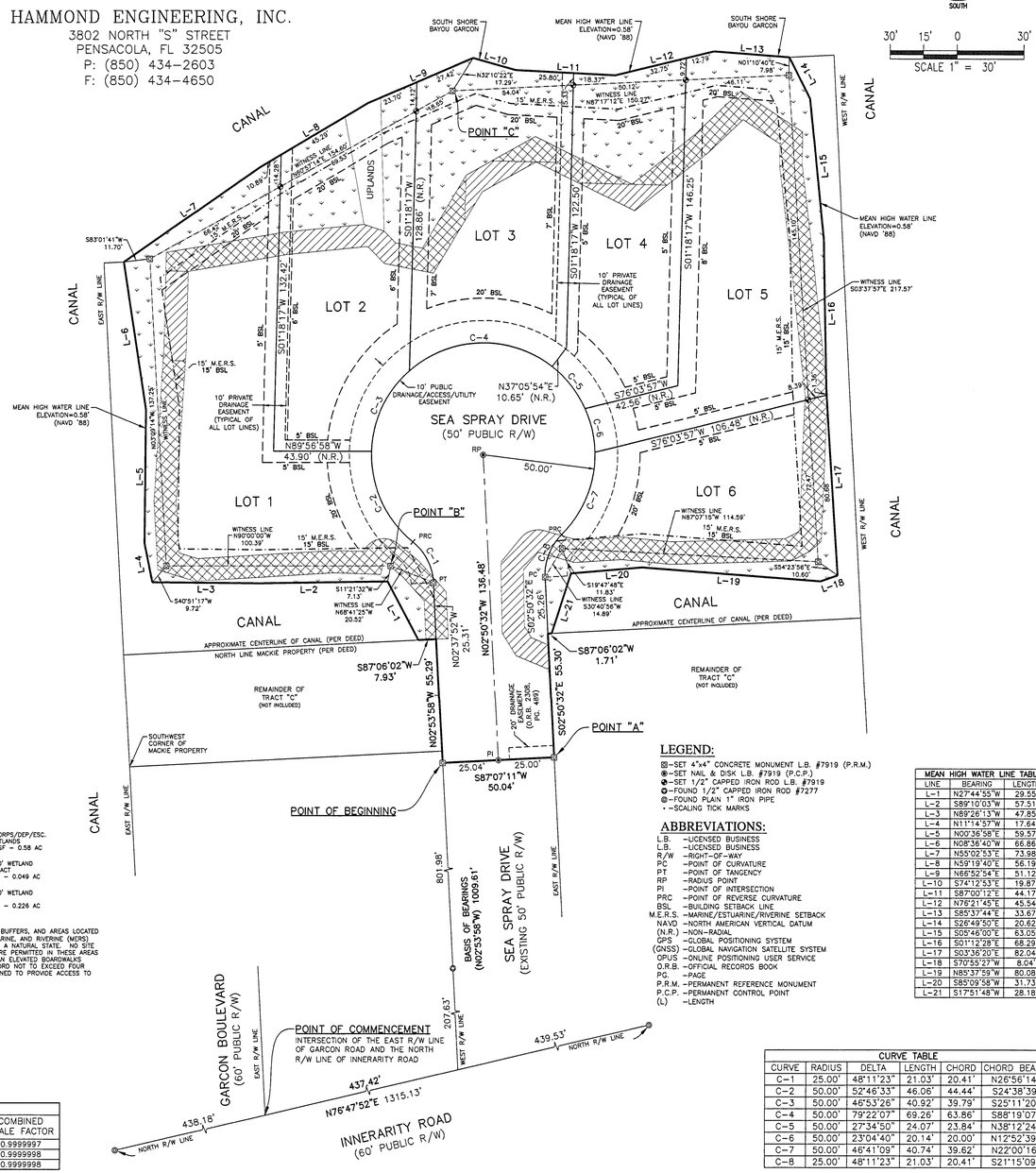
A 6 LOT SINGLE-FAMILY RESIDENTIAL RESUBDIVISION
BEING A PORTION OF TRACT "C" OF DEED BOOK 102, PAGE 308
SECTION 14, TOWNSHIP 3 SOUTH, RANGE 32 WEST
ESCAMBIA COUNTY, FLORIDA
ZONED: MDR FLU: MU-S
AUGUST 2019

OWNER / DEVELOPER:
PAIR EXCHANGE, LLC
MATT PAIR, MANAGER
6520 SCENIC HWY
PENSACOLA, FL 32504
(850) 501-7800

KJM Land Planning, LLC.
1616 W. Avery St.
Pensacola, FL 32501
(O) 850-438-0202
(F) 850-438-1307

HAMMOND ENGINEERING, INC.
3802 NORTH "S" STREET
PENSACOLA, FL 32505
P: (850) 434-2603
F: (850) 434-4650

BAYOU GARCON



DENOTES CORPS/DEP/ESC. COUNTY WETLANDS 25,311.70 SF – 0.58 AC	
DENOTES 10' WETLAND BUFFER IMPACT 2128.02 SF – 0.049 AC	
DENOTES 10' WETLAND BUFFER 9864.02 SF – 0.226 AC	

NOTE: WETLANDS, UPLAND BUFFERS, AND AREAS LOCATED WITHIN THE MARINE, ESTUARINE, AND RIVERINE (MERS) SETBACK SHALL REMAIN IN A NATURAL STATE. NO SITE DEVELOPMENT ACTIVITIES ARE PERMITTED IN THESE AREAS WITH THE EXCEPTION OF AN ELEVATED BOARDWALKS WITHIN EACH LOT OF RECORD NOT TO EXCEED FOUR FOOT IN WIDTH AND DESIGNED TO PROVIDE ACCESS TO NAVIGABLE WATERS.

LEGEND:

- ⊠–SET 4"x4" CONCRETE MONUMENT L.B. #7919 (P.R.M.)
- ⊕–SET NAIL & DISK L.B. #7919 (P.C.P.)
- ⊙–SET 1/2" CAPPED IRON ROD L.B. #7919
- ●–FOUND 1/2" CAPPED IRON ROD #7277
- ⊗–FOUND PLAIN 1" IRON PIPE
- ' –SCALING TICK MARKS

ABBREVIATIONS:

L.B. –LICENSED BUSINESS
L.B. –LICENSED BUSINESS
R/W –RIGHT–OF–WAY
PC –POINT OF CURVATURE
PT –POINT OF TANGENCY
RP –RADIUS POINT
PI –POINT OF INTERSECTION
PRC –POINT OF REVERSE CURVATURE
BSL –BUILDING SETBACK LINE
M.E.R.S. –MARINE/ESTUARINE/RIVERINE SETBACK
NAVD –NORTH AMERICAN VERTICAL DATUM
(N.R.) –NON–RADIAL
GPS –GLOBAL POSITIONING SYSTEM
(GNSS) –GLOBAL NAVIGATION SATELLITE SYSTEM
OPUS –ONLINE POSITIONING USER SERVICE
O.R.B. –OFFICIAL RECORDS BOOK
PG. –PAGE
P.R.M. –PERMANENT REFERENCE MONUMENT
P.C.P. –PERMANENT CONTROL POINT
(L) –LENGTH

MEAN HIGH WATER LINE TABLE		
LINE	BEARING	LENGTH
L–1	N27°44'55"W	29.55'
L–2	S89°10'03"W	57.51'
L–3	N89°26'13"W	47.85'
L–4	N11°14'57"W	17.64'
L–5	N00°36'58"E	59.57'
L–6	N08°36'40"W	66.86'
L–7	N55°02'53"E	73.98'
L–8	N59°19'40"E	56.19'
L–9	N66°52'54"E	51.12'
L–10	S74°12'53"E	19.87'
L–11	S87°00'12"E	44.17'
L–12	N76°21'45"E	45.54'
L–13	S89°37'44"E	33.67'
L–14	S26°49'50"E	20.62'
L–15	S05°46'00"E	63.05'
L–16	S01°12'28"E	68.29'
L–17	S03°36'20"E	82.04'
L–18	S70°55'27"W	8.04'
L–19	N85°37'59"W	80.08'
L–20	S85°09'58"W	31.73'
L–21	S17°51'48"W	28.18'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C–1	25.00'	48°11'23"	21.03'	20.41'	N26°56'14"W
C–2	50.00'	52°46'33"	46.06'	44.44'	S24°38'39"E
C–3	50.00'	46°53'26"	40.92'	39.79'	S25°11'20"W
C–4	50.00'	79°22'07"	69.26'	63.86'	S88°19'07"W
C–5	50.00'	27°34'50"	24.07'	23.84'	N38°12'24"W
C–6	50.00'	23°04'40"	20.14'	20.00'	N12°52'39"W
C–7	50.00'	46°41'09"	40.74'	39.62'	N22°00'16"E
C–8	25.00'	48°11'23"	21.03'	20.41'	S21°15'09"W

DESCRIPTION:

COMMENCE WHERE THE NORTHERLY RIGHT–OF–WAY LINE OF INNERARITY ROAD, (60.0' R/W) INTERSECTS WITH THE EAST RIGHT–OF–WAY LINE OF GARCON BOULEVARD, (60.0' R/W); THENCE RUN N76°47'52"E ALONG SAID NORTHERLY RIGHT–OF–WAY LINE OF INNERARITY ROAD A DISTANCE OF 437.42 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT–OF–WAY LINE OF SEA SPRAY DRIVE, (50.0' R/W);
THENCE DEPARTING SAID INTERSECTION OF THE NORTHERLY RIGHT–OF–WAY LINE AND WEST RIGHT–OF–WAY LINE, RUN N02°53'58"W ALONG SAID WEST RIGHT–OF–WAY LINE OF SEA SPRAY DRIVE A DISTANCE OF 1009.61 FEET TO THE **POINT OF BEGINNING;**
THENCE CONTINUE N02°53'58"W ALONG SAID RIGHT–OF–WAY LINE A DISTANCE OF 55.29 FEET TO A POINT OF INTERSECTION WITH A LINE REFERRED TO AS THE CENTER LINE OF A MAN MADE CANAL AND THE MACKIE PROPERTY LINE (ORB 6665, PG 1554);
THENCE RUN S87°06'02"W, ALONG SAID MACKIE PROPERTY LINE, A DISTANCE OF 7.93 FEET TO A POINT WHICH FALLS AT THE APPROXIMATE MEAN HIGH WATER LINE OF SAID CANAL;
THENCE MEANDERING ALONG SAID APPROXIMATE MEAN HIGH WATER LINE, RUN NORTHWESTERLY ALONG A LINE BEARING N27°44'55"W A DISTANCE OF 29.55 FEET TO A POINT OF INTERSECTION; SAID POINT OF INTERSECTION BEARS WITNESS FROM A WITNESS CORNER WHICH YIELDS A BEARING OF S11°21'32"W, A DISTANCE OF 7.13 FEET FROM SAID WITNESS CORNER;
THENCE RUN SOUTHWESTERLY ALONG A LINE BEARING S89°10'03"W A DISTANCE OF 57.51 FEET TO A POINT OF INTERSECTION;
THENCE RUN NORTHWESTERLY ALONG A LINE BEARING N89°26'13"W A DISTANCE OF 47.85 FEET TO A POINT OF INTERSECTION; SAID POINT OF INTERSECTION BEARS WITNESS FROM A WITNESS CORNER WHICH YIELDS A BEARING OF S40°51'17"W, A DISTANCE OF 9.72 FEET FROM SAID WITNESS CORNER;
THENCE CONTINUE NORTHWESTERLY ALONG A LINE BEARING N11°14'57"W A DISTANCE OF 17.64 FEET TO A POINT OF INTERSECTION;
THENCE RUN NORTHEASTERLY ALONG A LINE BEARING N00°36'58"E A DISTANCE OF 59.57 FEET TO A POINT OF INTERSECTION;
THENCE RUN NORTHWESTERLY ALONG A LINE BEARING N08°36'40"W A DISTANCE OF 66.86 FEET TO A POINT OF INTERSECTION; SAID POINT OF INTERSECTION BEARS WITNESS FROM A WITNESS CORNER WHICH YIELDS A BEARING OF S83°01'41"W, A DISTANCE OF 11.70 FEET FROM SAID WITNESS CORNER;
THENCE RUN NORTHEASTERLY ALONG A LINE BEARING N55°02'53"E A DISTANCE OF 73.98 FEET TO A POINT OF INTERSECTION;
THENCE CONTINUE NORTHEASTERLY ALONG A LINE BEARING N59°19'40"E A DISTANCE OF 56.19 FEET TO A POINT OF INTERSECTION;
THENCE CONTINUE NORTHEASTERLY ALONG A LINE BEARING N66°52'54"E A DISTANCE OF 51.12 FEET TO A POINT WHERE SAID CANAL INTERSECTS WITH THE SOUTH SHORE LINE OF BAYOU GARCON; SAID POINT OF INTERSECTION BEARS WITNESS FROM A WITNESS CORNER WHICH YIELDS A BEARING OF N32°10'22"E, A DISTANCE OF 17.29 FEET FROM SAID WITNESS CORNER;
THENCE RUN SOUTHEASTERLY ALONG SAID SOUTH SHORE LINE A BEARING S74°12'53"E A DISTANCE OF 19.87 FEET TO A POINT OF INTERSECTION;
THENCE CONTINUE SOUTHEASTERLY ALONG A LINE BEARING S87°00'12"E A DISTANCE OF 44.17 FEET TO A POINT OF INTERSECTION;
THENCE RUN NORTHEASTERLY ALONG A LINE BEARING N76°21'45"E A DISTANCE OF 45.54 FEET TO A POINT OF INTERSECTION;
THENCE RUN SOUTHEASTERLY ALONG A LINE BEARING S85°37'44"E A DISTANCE OF 33.67 FEET TO A POINT WHERE SAID SOUTH SHORE OF BAYOU GARCON INTERSECTS WITH THE WEST RIGHT–OF–WAY LINE OF A MAN MADE CANAL; SAID POINT OF INTERSECTION BEARS WITNESS FROM A WITNESS CORNER WHICH YIELDS A BEARING OF N01°10'40"E, A DISTANCE OF 7.98 FEET FROM SAID WITNESS CORNER;
THENCE RUN SOUTHEASTERLY ALONG A LINE BEARING S26°49'50"E A DISTANCE OF 20.62 FEET TO A POINT OF INTERSECTION;
THENCE RUN SOUTHEASTERLY ALONG A LINE BEARING S05°46'00"E A DISTANCE OF 63.05 FEET TO A POINT OF INTERSECTION;
THENCE RUN SOUTHEASTERLY ALONG A LINE BEARING S01°12'28"E A DISTANCE OF 68.29 FEET TO A POINT OF INTERSECTION;
THENCE RUN SOUTHEASTERLY ALONG A LINE BEARING S03°36'20"E A DISTANCE OF 82.04 FEET TO A POINT OF INTERSECTION; SAID POINT OF INTERSECTION BEARS WITNESS FROM A WITNESS CORNER WHICH YIELDS A BEARING OF S54°23'56"E, A DISTANCE OF 10.60 FEET FROM SAID WITNESS CORNER;
THENCE RUN SOUTHWESTERLY ALONG A LINE BEARING S70°55'27"W A DISTANCE OF 8.04 FEET TO A POINT OF INTERSECTION;
THENCE RUN NORTHWESTERLY ALONG A LINE BEARING N85°37'59"W A DISTANCE OF 80.08 FEET TO A POINT OF INTERSECTION;
THENCE RUN SOUTHWESTERLY ALONG A LINE BEARING S85°09'58"W A DISTANCE OF 31.73 FEET TO A POINT OF INTERSECTION; SAID POINT OF INTERSECTION BEARS WITNESS FROM A WITNESS CORNER WHICH YIELDS A BEARING OF S19°47'48"E, A DISTANCE OF 11.83 FEET FROM SAID WITNESS CORNER;
THENCE RUN SOUTHWESTERLY ALONG A LINE BEARING S17°51'48"W A DISTANCE OF 28.18 FEET TO A POINT OF INTERSECTION;
THENCE DEPARTING SAID APPROXIMATE MEAN HIGH WATER LINE RUN S87°06'02"W A DISTANCE OF 1.71 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT–OF–WAY LINE OF SEA SPRAY DRIVE;
THENCE RUN S02°50'32"E ALONG SAID EAST RIGHT–OF–WAY LINE A DISTANCE OF 55.30 FEET;
THENCE DEPARTING AFORESAID EAST RIGHT–OF–WAY LINE RUN S87°07'11"W A DISTANCE OF 50.04 FEET TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED WEST RIGHT–OF–WAY LINE OF SEA SPRAY DRIVE AND THE **POINT OF BEGINNING.**

ALL LYING AND BEING IN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA.

SURVEYORS NOTES:

–BASIS OF BEARINGS: GRID NORTH AND THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE STATE PLANE GRID BEARING OF N02°53'58"W ALONG THE WEST R/W LINE OF SEA SPRAY DRIVE AS MONUMENTED. THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE) – (NAD83) – (2011) – (EPOCH 2010.0000).
–ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE UNITED STATES STANDARD SURVEY FOOT.
–THE SURVEY ERROR OF CLOSURE MEETS THE SURVEY STANDARDS OF PRACTICE.
–THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THE SUBJECT PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.
–REFERENCE SOURCES IN FIELD DATA GATHERING OF EXISTING PROJECT SITE FIELD MONUMENTATION; COPY OF COUNTY PROPERTY APPRAISERS MAP No. 257; COPY OF SURVEY BY SWINNEY & ASSOCIATES, INC., JOB #06–9130, AS DATED 11/12/04; COPY OF BOUNDARY SURVEY BY THIS FIRM, JOB #17–17297, AS DATED 12/12/17; COPY OF DEED BOOK 102, PAGE 308.
–THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KJM LAND PLANNING, LLC., IS L.B. 7919.

FLOOD STATEMENT:

THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "AE", (EL 5 FEET), AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY NAME ESCAMBIA COUNTY UNINCORPORATED AREAS, COMMUNITY NUMBER 120080, FIRM MAP PANEL NUMBER 12033C0506G, MAP REVISION DATED SEPTEMBER 29, 2006.

NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. ANY PLATTED UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR CABLE TELEVISION SERVICES, BEING IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF FLORIDA STATUTES 177.091 (28).
3. THERE IS A 10–FOOT PRIVATE DRAINAGE EASEMENT ALONG EACH LOTS PROPERTY LINES; BEING 5–FOOT ON EACH SIDE OF EACH LOT. FENCES OR OTHER STRUCTURES IN THESE EASEMENTS SHALL NOT IMPEDE STORMWATER FLOW.
4. FENCES OR OTHER STRUCTURES SHALL NOT BE INSTALLED IN DRAINAGE/ACCESS EASEMENTS (PUBLIC OR PRIVATE). THESE SHALL BE ACCESSIBLE AT ALL TIMES.
5. NO BUILDING ON LOTS WITH PERMANENT WATER TABLE LESS THAN 2 FEET.
6. TOTAL NUMBER OF LOTS = 6.
7. PRIVATE RETENTION SWALES/PONDS LOCATED ON EACH RESIDENTIAL LOT ARE THE PROPERTY OWNER'S RESPONSIBILITY FOR MAINTENANCE.
8. NO SIGNAGE IS PROPOSED AS PART OF THIS PLAT.

BUILDING SETBACK REQUIREMENTS:

FRONT AND REAR: TWENTY FEET IN THE FRONT AND REAR.

SIDES: FIVE FEET OR TEN PERCENT OF THE LOT WIDTH AT THE STREET RIGHT–OF–WAY, WHICHEVER IS GREATER, BUT NOT REQUIRED TO EXCEED 15 FEET.

GEODESY NOTE:

TIES TO THE ESCAMBIA COUNTY GPS NETWORK WERE MADE IN ACCORDANCE WITH THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE. ALL GEOGRAPHIC COORDINATES (LATITUDES AND LONGITUDES) REFERENCED HEREON ARE REFERENCED TO REF FRAME NAD 83 DATUM. (NGS 2011) (EPOCH 2010.0000). VERTICAL DATA IS BASED ON GPS/GNSS STATIC OBSERVATIONS THROUGH THE FLORIDA PERMANENT REFERENCE NETWORK, CONTINUOUSLEY OPERATING REFERENCE STATION NETWORK, PROCESSED, COMPUTED AND REDUCED UTILIZING THE NGS OPUS SOLUTION SOFTWARE IN CONCURRENCE WITH THE GEOID 12B MODEL. ELEVATION IS RELATIVE TO NAVD 88 AND ARE ACCURATE TO 2–3 CM.

STATE PLANE COORDINATE TABLE								
STATION	NORTHING	EASTING	SCALE FACTOR	CONVERGENCE	LATITUDE (N)	LONGITUDE (W)	ELEVATION	COMBINED SCALE FACTOR
POINT "A"	491914.79'	1042535.39'	0.999952	–01°28'25.78"	30°19'11.4784"	87°26'06.1733"	4.40'	0.9999997
POINT "B"	492000.23'	1042462.35'	0.999952	–01°28'30.21"	30°19'12.3053"	87°26'07.0315"	2.89'	0.9999998
POINT "C"	492212.33'	1042489.56'	0.999952	–01°28'30.08"	30°19'14.4110"	87°26'06.7834"	2.20'	0.9999998

TO CONVERT GRID DISTANCE TO GROUND DISTANCES MULTIPLY GROUND DISTANCE BY AVERAGE COMBINED SCALE FACTOR

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW
DRC Chairman Signature: Charles F. Gonzalez Date: Aug 7, 2019
Printed Name: Charles F. Gonzalez
Development Services Director or Designee
This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not relieve the applicant from responsibility of architect, engineer, surveyor or other signatory from responsibility of accuracy of design as it relates to this Development Order (DO) must be obtained through the Development Review Process prior to the commencement of construction. This DO approval does not constitute approval by any other agency. All additional state/federal permits must be obtained and presented to the county prior to approval of a final plat or the issuance of state/federal permits may be required and presented to the county prior to approval of a final plat or the issuance of a building permit.

CLERK OF THE CIRCUIT COURT CERTIFICATE OF APPROVAL

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTION 177.011 THROUGH 177.151 OF THE FLORIDA LEGISLATURE) AS AMENDED FROM TIME TO TIME) AND THE SAME WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2019, AND FILED IN PLAT BOOK _____ AT PAGE _____ OF SAID COUNTY.

_____ SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

CERTIFICATE OF APPROVAL

COMMISSIONERS OF ESCAMBIA COUNTY,
STATE OF FLORIDA
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE _____ DAY OF _____, 2019 WAS APPROVED FOR FILING BY THE SAID BOARD AND I, CLERK OF THE CIRCUIT COURT WAS INSTRUCTED TO SO CERTIFY HEREON.

_____ SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

CERTIFICATE OF PLAT REVIEW:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2019.

_____
JOSEPH BARRETT, P.S.M., COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. L.S. 6260

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT PAIR EXCHANGE, LLC., A FLORIDA LLC, AS OWNER AND DEVELOPER, AND TRUSTMARK NATIONAL BANK, AS MORTGAGEE OF THE LAND DESCRIBED HEREIN, AND PLATTED HEREON AS SEA SPRAY ISLAND ("THE LAND") HEREBY DEDICATE TO THE PUBLIC: ALL ROADS, RIGHTS–OF–WAYS, AND 10' PUBLIC DRAINAGE/ACCESS EASEMENT ALONG CUL–DE–SAC RIGHT OF WAY; AND TO ALL UTILITY PROVIDERS: THE 10' UTILITY EASEMENT; AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

_____ PAIR EXCHANGE, LLC.
WITNESS A FLORIDA LLC
_____
PRINTED NAME
_____ _____
WITNESS BY: MATT PAIR
ITS: MANAGER
_____
PRINTED NAME

_____ MORTGAGEE
WITNESS TRUSTMARK NATIONAL BANK
_____
PRINTED NAME
_____ BY: _____
WITNESS ITS: _____
_____
PRINTED NAME

ACKNOWLEDGEMENT

COUNTY OF ESCAMBIA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019, BY _____ OF PAIR EXCHANGE, LLC., HE IS PERSONALLY KNOWN TO ME AND DID NOT TAKE AN OATH.

_____
NOTARY PUBLIC
STATE OF FLORIDA

MY COMMISSION EXPIRES

ACKNOWLEDGEMENT

COUNTY OF ESCAMBIA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019, BY _____ OF TRUSTMARK NATIONAL BANK, HE IS PERSONALLY KNOWN TO ME AND DID NOT TAKE AN OATH.

_____
NOTARY PUBLIC
STATE OF FLORIDA

MY COMMISSION EXPIRES

CERTIFICATE OF ATTORNEY:

I, KRAMER LITVAK, AS A MEMBER OF THE FLORIDA BAR AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER FORM AND TO MEET THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, CHAPTER 2, ARTICLE 5.
SIGNED THIS _____ DAY OF _____, 2019.

_____
KRAMER LITVAK
LITVAK, BEASLEY, WILSON AND BALL, LLP
40 PALAFOX PLACE, SUITE 300
PENSACOLA, FL 32502

ENGINEER'S CERTIFICATE:

I, THOMAS G. HAMMOND, JR. P.E., HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR SEA SPRAY ISLAND, ALL PROPOSED ROADWAYS, DRAINAGE AND OTHER IMPROVEMENTS AS SHOWN HEREON COMPLY WITH APPLICABLE–FEDERAL, STATE AND LOCAL DEVELOPMENT REQUIREMENTS.

_____
THOMAS G. HAMMOND, JR. P.E.
PROFESSIONAL ENGINEER #54574
STATE OF FLORIDA

THOMAS G. HAMMOND, JR. No. 54574 STATE OF FLORIDA PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE PLAT AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE FIELD SURVEY WAS PERFORMED AND PLAT PREPARED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011 – 177.151, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME; THAT PERMANENT REFERENCE MONUMENTS, AND PERMANENT CONTROL POINTS, HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON.

SIGNED THIS 7TH DAY OF August 2019.

_____
MICHAEL WATTS AUSTIN
PROFESSIONAL SURVEYOR AND MAPPER L.S. #5458
STATE OF FLORIDA

KJM LAND PLANNING, LLC.
1616 W. AVERY ST.
PENSACOLA, FL 32501
LICENSED BUSINESS L.B. #7919.

NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SIGNING SURVEYOR & MAPPER

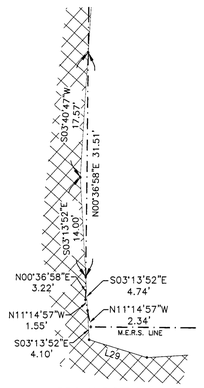
RESTRICTIVE COVENANTS FILED OFFICIAL RECORD BOOK _____ PAGE _____

PLAT BOOK _____ PAGE _____

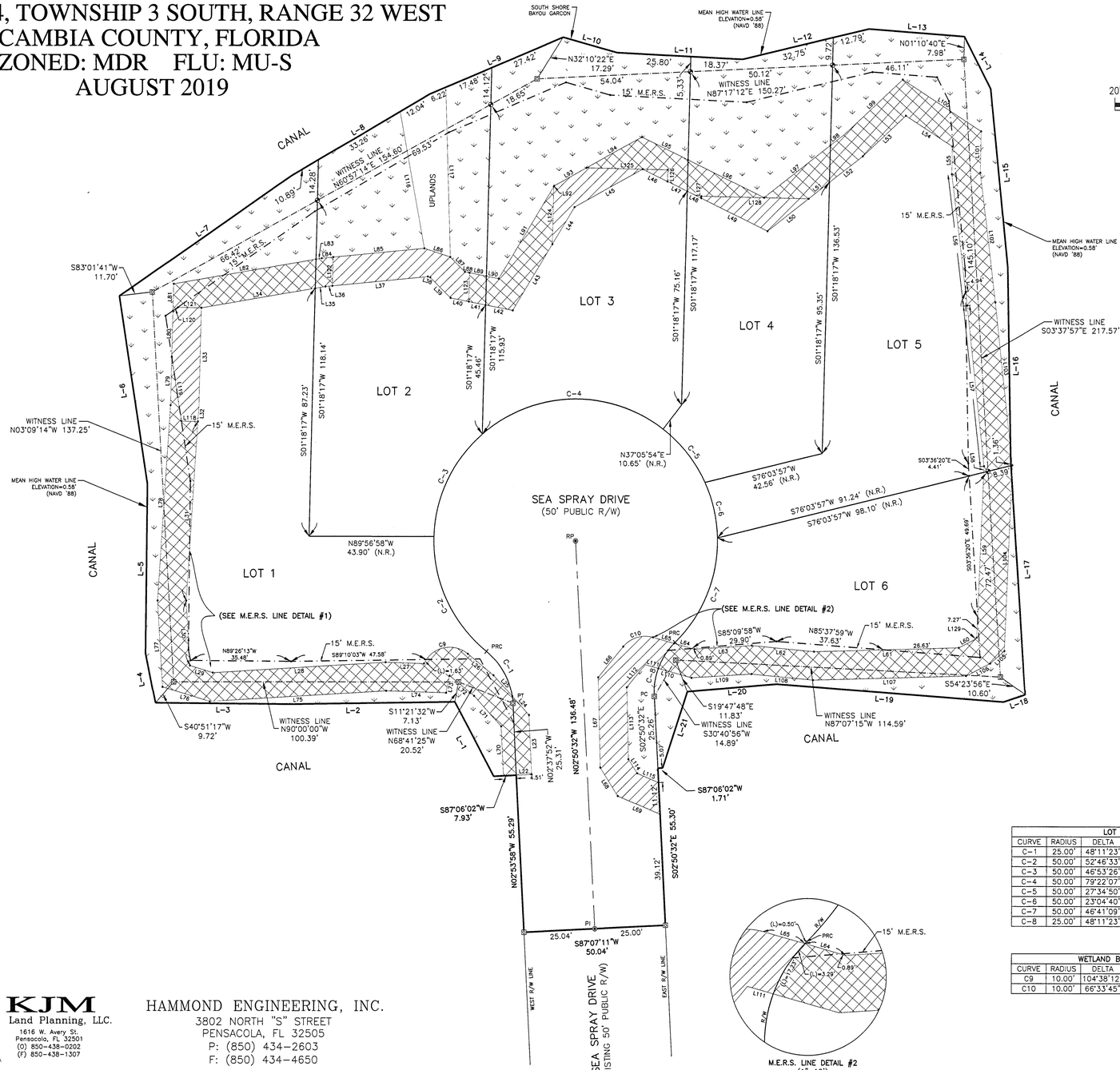
FINAL PLAT OF

SEA SPRAY ISLAND

A 6 LOT SINGLE-FAMILY RESIDENTIAL RESUBDIVISION
BEING A PORTION OF TRACT "C" OF DEED BOOK 102, PAGE 308
SECTION 14, TOWNSHIP 3 SOUTH, RANGE 32 WEST
ESCAMBIA COUNTY, FLORIDA
ZONED: MDR FLU: MU-S
AUGUST 2019



M.E.R.S. LINE DETAIL #1
(1"=10')



DENOTES CORPS/DEP/ESC. COUNTY WETLANDS 25,311.70 SF ~ 0.58 AC

DENOTES 10' WETLAND BUFFER IMPACT 2128.02 SF ~ 0.049 AC

DENOTES 10' WETLAND BUFFER 9864.02 SF ~ 0.226 AC

NOTE: WETLANDS, UPLAND BUFFERS, AND AREAS LOCATED WITHIN THE MARINE, ESTUARINE, AND RIVERINE (MERS) SETBACK SHALL REMAIN IN A NATURAL STATE. NO SITE DEVELOPMENT ACTIVITIES ARE PERMITTED IN THESE AREAS WITH THE EXCEPTION OF AN ELEVATED BOARDWALKS WITHIN EACH LOT OF RECORD NOT TO EXCEED FOUR FOOT IN WIDTH AND DESIGNED TO PROVIDE ACCESS TO NAVIGABLE WATERS.

LEGEND:

⊠=SET 4"x4" CONCRETE MONUMENT L.B. #7919 (P.R.M.)
⊕=SET NAIL & DISK L.B. #7919 (P.C.P.)
⊙=SET 1/2" CAPPED IRON ROD L.B. #7919
• =SCALING TICK MARKS

ABBREVIATIONS:

L.B. –LICENSED BUSINESS
L.B. –LICENSED BUSINESS
R/W –RIGHT-OF-WAY
PC –POINT OF CURVATURE
PT –POINT OF TANGENCY
RP –RADIUS POINT
PI –POINT OF INTERSECTION
PRC –POINT OF REVERSE CURVATURE
M.E.R.S. –MARINE/ESTUARINE/RIVERINE SETBACK
NAVD –NORTH AMERICAN VERTICAL DATUM
(N.R.) –NON-RADIAL
O.R.B. –OFFICIAL RECORDS BOOK
PG. –PAGE
P.R.M. –PERMANENT REFERENCE MONUMENT
P.C.P. –PERMANENT CONTROL POINT
(L) –LENGTH

M.E.R.S. LINE DETAIL #2
(1"=10')

BUFFER LINE TABLE		
LINE	BEARING	LENGTH
L22	S87°22'21"W	5.49'
L23	S02°37'39"E	20.96'
L24	S41°47'35"E	8.93'
L25	S41°47'35"E	9.72'
L26	S50°16'49"E	11.82'
L27	S88°07'35"E	13.54'
L28	N86°32'27"E	60.95'
L29	S72°49'27"E	8.49'
L30	S03°13'52"E	22.84'
L31	S03°40'47"W	63.08'
L32	S03°40'47"W	5.35'
L33	S01°18'17"W	34.66'
L34	S80°13'52"W	40.76'
L35	N80°13'52"E	3.66'
L36	S84°20'29"W	2.43'
L37	S84°20'29"W	33.71'
L38	N70°07'23"W	0.90'
L39	N44°35'16"W	10.16'
L40	N78°51'12"W	6.48'
L41	S78°51'12"E	6.09'
L42	N78°51'12"W	9.71'
L43	S30°56'08"W	27.16'
L44	S30°56'08"W	15.21'
L45	S60°53'06"W	27.42'
L46	N63°42'02"W	9.75'
L47	N63°42'02"W	7.72'
L48	S63°42'02"E	5.52'
L49	N63°42'02"W	26.10'
L50	S51°37'58"W	18.39'
L51	N51°37'58"E	9.34'
L52	S51°37'58"W	14.75'
L53	S46°30'34"W	20.82'
L54	N56°44'25"W	19.67'
L55	N00°46'45"E	9.74'
L56	N06°53'57"W	46.50'
L57	N06°16'44"W	56.79'
L58	S02°17'57"W	2.16'
L59	N02°17'57"E	58.18'
L60	N62°42'51"E	6.10'
L61	N88°22'02"E	50.96'
L62	S84°33'14"E	22.07'
L63	N86°19'24"E	20.23'
L64	S74°11'32"E	7.45'
L65	S74°11'32"E	7.71'
L66	N39°14'43"E	14.00'
L67	N01°09'29"W	31.69'
L68	N31°50'37"W	11.75'
L69	N66°53'23"W	16.22'

WETLAND LINE TABLE		
LINE	BEARING	LENGTH
L70	S02°37'39"E	17.42'
L71	S41°47'35"E	14.35'
L72	S50°16'49"E	11.08'
L73	N12°23'48"E	6.16'
L74	S88°07'35"E	21.14'
L75	N86°32'27"E	62.30'
L76	S72°49'27"E	17.26'
L77	S03°13'52"E	30.39'
L78	S03°40'47"W	68.82'
L79	S01°18'17"W	16.94'
L80	S01°18'17"W	16.26'
L81	S01°18'17"W	9.48'
L82	S80°13'52"W	50.95'
L83	N80°13'52"E	2.06'
L84	S84°20'29"W	4.01'
L85	S84°20'29"W	32.16'
L86	N71°31'35"W	9.63'
L87	N44°35'16"W	7.29'
L88	N78°51'12"W	1.67'
L89	N78°51'12"W	6.09'
L90	S78°51'12"E	4.42'
L91	S30°56'08"W	37.71'
L92	S30°56'08"W	0.30'
L93	S60°53'06"W	13.06'
L94	S60°53'06"W	22.28'
L95	S63°42'02"E	18.07'
L96	N63°42'02"W	29.95'
L97	S51°37'58"W	29.69'
L98	N51°37'58"E	6.01'
L99	S46°30'34"W	28.30'
L100	N56°44'25"W	33.08'
L101	N00°46'45"E	14.56'
L102	N06°53'57"W	45.89'
L103	N06°16'44"W	57.59'
L104	N02°17'57"E	65.40'
L105	N48°54'38"E	6.72'
L106	N62°42'51"E	9.59'
L107	N88°22'02"E	53.85'
L108	S84°33'14"E	21.89'
L109	N86°19'24"E	21.15'
L110	S74°11'32"E	12.10'
L111	S74°11'32"E	4.78'
L112	N39°14'43"E	10.32'
L113	N01°09'29"W	25.26'
L114	N31°50'37"W	5.85'
L115	N66°53'23"W	8.19'
L116	S10°10'11"E	48.81'
L117	N01°36'40"W	59.70'
L129	N48°54'38"E	1.20'

MEAN HIGH WATER LINE TABLE		
LINE	BEARING	LENGTH
L–1	N27°44'55"W	29.55'
L–2	S89°10'03"W	57.51'
L–3	N89°26'13"W	47.85'
L–4	N11°14'57"W	17.64'
L–5	N00°36'58"E	59.57'
L–6	N08°36'40"W	66.86'
L–7	N55°02'53"E	73.98'
L–8	N59°19'40"E	56.19'
L–9	N66°52'54"E	51.12'
L–10	S74°12'53"E	19.87'
L–11	S87°00'12"E	44.17'
L–12	N76°21'45"E	45.54'
L–13	S85°37'44"E	33.67'
L–14	S26°49'50"E	20.62'
L–15	S05°46'00"E	63.05'
L–16	S01°12'28"E	68.29'
L–17	S03°36'20"E	82.04'
L–18	S70°55'27"W	8.04'
L–19	N85°37'59"W	80.08'
L–20	S85°09'58"W	31.73'
L–21	S17°51'48"W	28.18'

LOT CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C–1	25.00'	48°11'23"	21.03'	20.41'	N26°56'14"W
C–2	50.00'	52°46'33"	46.06'	44.44'	S24°38'39"E
C–3	50.00'	46°53'26"	40.92'	39.79'	S25°11'20"W
C–4	50.00'	79°22'07"	69.26'	63.86'	S88°19'07"W
C–5	50.00'	27°34'50"	24.07'	23.84'	N38°12'24"W
C–6	50.00'	23°04'40"	20.14'	20.00'	N12°52'39"W
C–7	50.00'	46°41'09"	40.74'	39.62'	N22°00'16"E
C–8	25.00'	48°11'23"	21.03'	20.41'	S21°15'09"W

WETLAND BUFFER CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C9	10.00'	104°38'12"	18.26'	15.83'	S77°24'05"W
C10	10.00'	66°33'45"	11.62'	10.98'	S72°31'36"W

BUFFER SEPARATION LINE TABLE		
LINE	BEARING	LENGTH
L118	N88°41'43"W	5.85'
L119	N08°36'40"W	22.83'
L120	N55°02'53"E	2.11'
L121	N88°41'43"W	8.30'
L122	S01°18'17"W	10.07'
L123	N01°18'17"E	10.15'
L124	S01°18'17"W	20.23'
L125	S88°41'43"E	28.59'
L126	S01°18'17"W	4.12'
L127	S01°18'17"W	0.71'
L128	N88°41'43"W	37.81'

OWNER / DEVELOPER:
PAIR EXCHANGE, LLC
MATT PAIR, MANAGER
6520 SCENIC HWY
PENSACOLA, FL 32504
(850) 501-7800

KJM
Land Planning, LLC.
1616 W. Avery St.
Pensacola, FL 32501
(O) 850-438-0202
(F) 850-438-1207

HAMMOND ENGINEERING, INC.
3802 NORTH "S" STREET
PENSACOLA, FL 32505
P: (850) 434-2603
F: (850) 434-4650

RESTRICTIVE COVENANTS FILED OFFICIAL RECORD BOOK _____ PAGE _____

PLAT BOOK _____ PAGE _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16575 **Growth Management Report 9. 2.**
BCC Regular Meeting **Action**
Meeting Date: 08/15/2019
Issue: Action Item - Lost Key C12 Final Plat #19072330
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Lost Key C12 Permit # 19072330

That the Board take the following action concerning recording of Lost Key C12 Townhomes (being a 48-lot residential private townhome development), located on Perdido Key Island and lying east off Lost Key Boulevard and north of Perdido Key Drive. Owner and Developer is WCI Communities, 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 Statute;

A. Approve the final plat for recording;

B. Approve the street name "Cordgrass Lane".

BACKGROUND:

The preliminary plat and construction plans were approved on January 2, 2019. The Escambia County Public Safety Department approved the street name Cordgrass Lane on August 23, 2019. Development Services Department inspected the improvements on August 8, 2019 and found improvements substantially complete and in accordance with applicable County Requirements. A Real Estate Infrastructure Maintenance Disclosure will be recorded with the Final Plat. Staff has reviewed the final plat and related documents.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court's Office for Clerk signatures and recording in the public records of Escambia County, Florida.

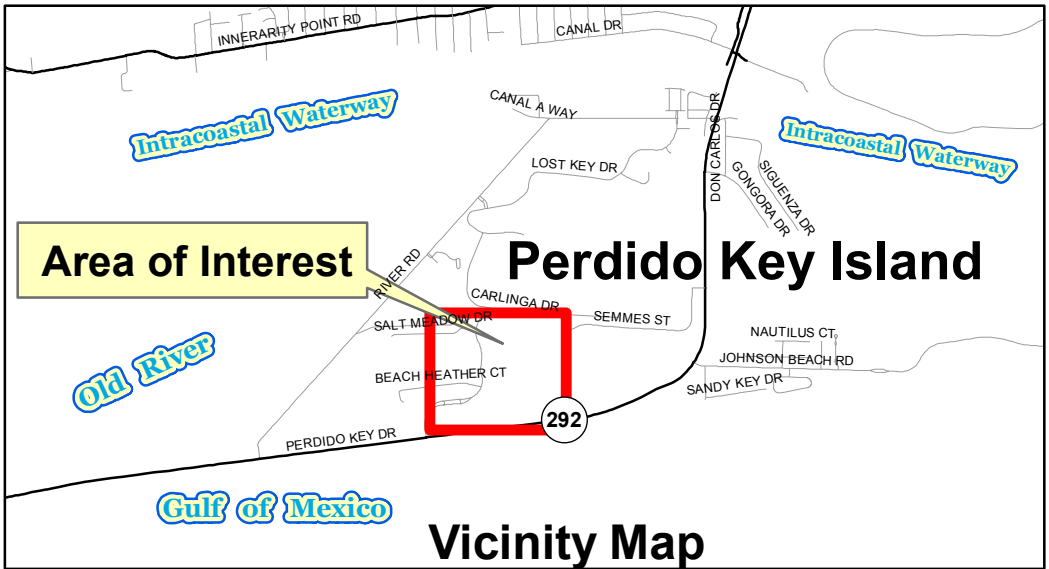
COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Vicinity/Location Map
Infrastructure Maintenance Disclosure
Street Name Approval Letter
Final Plat Drawing

Final Plat ~ Lost Key C12 Townhomes
48 Lot Single Family Townhomes



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ESCAMBIA COUNTY FLORIDA

Surveying RGG 8/8/2019

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: **Lost Key C12 Townhomes**

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)	HOA	HOA
Bridge(s)	N/A	N/A
Retention Pond(s)	HOA	HOA
Stormwater Conveyance or Easements (rear yard)	HOA	Homeowner
Easements between lots (side yard)	HOA	Homeowner
Sewer Lift Station Central	N/A	N/A
Sewer System	ECUA	ECUA
Water System	HOA	HOA
Gas	N/A	N/A
Other (i.e. Clubhouse)	N/A	N/A

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by:

Rebol-Battle & Asscoiates
2301 N 9th Ave. Suite 300
Pensacola, FL 32503

FOR

WCI Communities LLC
Seller's Name
14000 Perdido Key Dr
Address
Perdido Key, Fl 32507
City, State, Zip Code

AS TO SELLER(S):

_____
Seller's Name: WCI Communities LLC

_____
Seller's Name: _____

_____
Witness' Name: _____

_____
Witness' Name: _____

AS TO BUYER(S):

_____
Buyer's Name: _____

_____
Buyer's Name: _____

_____
Witness' Name: _____

_____
Witness' Name: _____

Effective:

Lost Key C12 Townhomes

Lot	Type of Infrastructure	Responsible Entity	Ownership
87	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
88	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
89	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
90	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
91	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
92	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
93	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
94	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
95	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
96	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
97	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
98	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
99	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
100	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
101	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
102	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
103	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
104	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner

105	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	10' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner
	7.5' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner
106	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	10' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner
	7.5' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner
107	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	10' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner
	7.5' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner
108	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	10' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner
	7.5' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner
109	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	10' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner
	7.5' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner
110	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	10' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner
	7.5' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner
111	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	10' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner
	7.5' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner
112	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	10' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner
	7.5' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner
113	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner
114	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
115	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner

116	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
117	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
118	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
119	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
120	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
121	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
122	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
123	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
124	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
125	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
126	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
127	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
128	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
129	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
130	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
131	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner
132	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner
133	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage and access easement	Resort Villas III at Lost Key Golf & Beach Club Homeowners Association, Inc	Homeowner
134	5' private utility easement along front property line	Homeowner	Homeowner
	4' wall easement	Homeowner	Homeowner
	7.5' drainage easement	Homeowner	Homeowner

Board of County Commissioners • Escambia County, Florida

Andrew Hamilton, Emergency Communications Chief
Public Safety Department

August 23, 2018

Street Name Approval Letter

The following names have been submitted for approval:

Cordgrass Lane

The streets are located in:

Lost Key C12 Townhome

The name was requested by:

REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
TELEPHONE 850.438.0400

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

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW

DRC Chairman Signature: Charles F. Gonzalez IV Date: 8.7.2019

Printed Name: Charles F. Gonzalez IV
Development Services Director or Designee

This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order (DO) must be obtained through the Development Review Process prior to the commencement of construction. This DO approval does not constitute approval by any other agency. All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

FINAL PLAT OF
LOST KEY C12 TOWNHOMES

A RESUBDIVISION OF A PORTION OF LOTS 100, 101, AND 102 GULF BEACH SUBDIVISION (PLAT BOOK 4, PAGE 52) SECTIONS 34 & 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST PERDIDO KEY, ESCAMBIA COUNTY, FLORIDA

AUGUST, 2019

CIVIL ENGINEER
JEREMY R. KING P.E. No. 76144
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
(850) 438-0400

OWNER AND DEVELOPER
WCI COMMUNITIES, LLC
14000 PERDIDO KEY DRIVE
PERDIDO KEY, FLORIDA 32507

PROFESSIONAL SURVEYOR AND MAPPER
MARK A. NORRIS P.S.M. No. 6211
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
(850) 438-0400

PREPARED BY

RBA

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400
Fax 850.438.0448
EB 00009657 LB7916

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE AND ASSOCIATES)

A PORTION OF LOTS 100, 101 AND 102, GULF BEACH SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTIONS 14, 26, 27, 34 AND 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, AS RECORDED IN PLAT BOOK 4 AT PAGE 52 OF PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

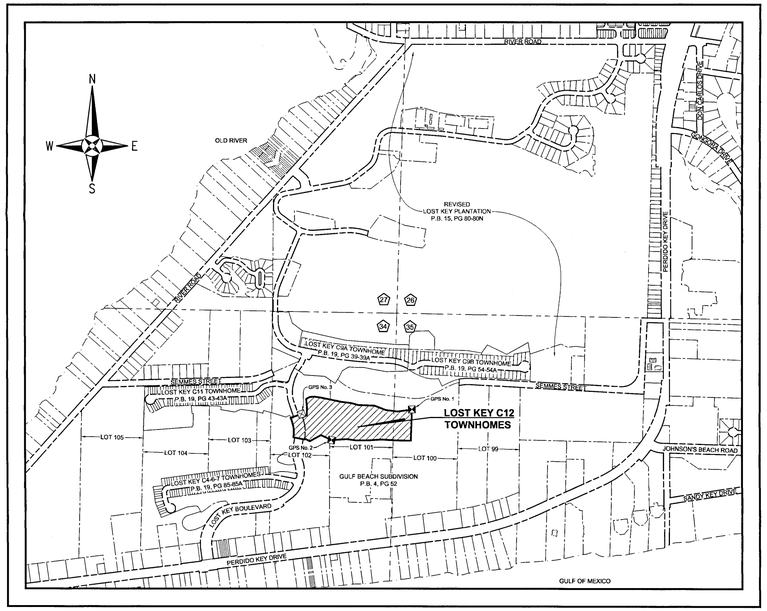
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOST KEY C11 TOWNHOME, AS RECORDED IN PLAT BOOK 19 AT PAGE 43 AND 43A, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 18°59'11" EAST ALONG THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF LOST KEY BOULEVARD (PRIVATE R/W VARIES) FOR A DISTANCE OF 34.74 FEET; THENCE DEPARTING SAID EASTERLY R/W LINE PROCEED NORTH 67°12'49" EAST FOR A DISTANCE OF 47.87 FEET; THENCE PROCEED NORTH 02°21'25" EAST FOR A DISTANCE OF 77.99 FEET; THENCE PROCEED NORTH 05°38'34" WEST FOR A DISTANCE OF 96.55 FEET; THENCE PROCEED NORTH 60°15'26" EAST FOR A DISTANCE OF 44.48 FEET; THENCE PROCEED NORTH 86°30'40" EAST FOR A DISTANCE OF 46.29 FEET; THENCE PROCEED SOUTH 83°01'45" EAST FOR A DISTANCE OF 84.77 FEET; THENCE PROCEED SOUTH 78°27'35" EAST FOR A DISTANCE OF 130.55 FEET; THENCE PROCEED SOUTH 77°39'01" EAST FOR A DISTANCE OF 94.14 FEET; THENCE PROCEED SOUTH 81°59'09" EAST FOR A DISTANCE OF 114.43 FEET; THENCE PROCEED SOUTH 73°09'03" EAST FOR A DISTANCE OF 69.25 FEET; THENCE PROCEED SOUTH 88°10'32" EAST FOR A DISTANCE OF 171.57 FEET; THENCE PROCEED SOUTH 69°06'30" EAST FOR A DISTANCE OF 126.13 FEET; THENCE PROCEED SOUTH 82°38'59" EAST FOR A DISTANCE OF 125.34 FEET; THENCE PROCEED NORTH 81°58'13" EAST FOR A DISTANCE OF 153.05 FEET; THENCE PROCEED SOUTH 02°07'00" WEST FOR A DISTANCE OF 330.77 FEET; THENCE PROCEED NORTH 88°47'37" WEST FOR A DISTANCE OF 147.00 FEET; THENCE PROCEED NORTH 86°42'25" WEST FOR A DISTANCE OF 165.54 FEET; THENCE PROCEED SOUTH 85°56'15" WEST FOR A DISTANCE OF 129.81 FEET; THENCE PROCEED SOUTH 89°22'56" WEST FOR A DISTANCE OF 134.16 FEET; THENCE PROCEED NORTH 80°54'14" WEST FOR A DISTANCE OF 93.73 FEET; THENCE PROCEED SOUTH 86°30'16" WEST FOR A DISTANCE OF 163.25 FEET; THENCE PROCEED NORTH 65°11'22" WEST FOR A DISTANCE OF 123.91 FEET; THENCE PROCEED SOUTH 61°34'45" WEST FOR A DISTANCE OF 136.54 FEET; THENCE PROCEED NORTH 61°17'15" WEST FOR A DISTANCE OF 59.34 FEET TO A NON-TANGENT POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY, SAID CURVE HAVING A RADIUS OF 435.00 FEET, ALSO BEING A POINT ON THE AFORESAID CURVED EASTERLY R/W LINE OF LOST KEY BOULEVARD; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVED R/W LINE FOR AN ARC DISTANCE OF 9.39 FEET (DELTA ANGLE = 1°14'10", CHORD DISTANCE = 9.39 FEET; CHORD BEARING = SOUTH 09°46'04" WEST); THENCE DEPARTING SAID CURVED EASTERLY R/W LINE PROCEED NORTH 79°36'51" WEST FOR A DISTANCE OF 120.00 FEET TO A NON-TANGENT POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY, SAID CURVE HAVING A RADIUS OF 315.00 FEET, ALSO BEING A POINT ON THE WESTERLY R/W LINE OF SAID LOST KEY BOULEVARD; THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVED R/W LINE FOR AN ARC DISTANCE OF 161.48 FEET (DELTA ANGLE = 29°22'20", CHORD DISTANCE = 159.72 FEET; CHORD BEARING = NORTH 04°18'01" WEST) TO THE POINT OF TANGENCY OF SAID CURVED R/W LINE; THENCE PROCEED NORTH 18°59'11" WEST ALONG SAID WESTERLY R/W LINE FOR A DISTANCE OF 50.93 FEET TO A POINT ON THE AFORESAID SOUTHERLY LINE OF LOST KEY C11 TOWNHOME; THENCE DEPARTING SAID WESTERLY R/W LINE PROCEED NORTH 71°00'49" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTIONS 34 AND 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 10.23 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON ARE REFERENCED TO THE PLAT BEARING OF S 71°00'49" W ALONG THE SOUTHERLY LINE OF LOST KEY C11 TOWNHOME AS RECORDED IN PLAT BOOK 19, AT PAGE 43 & 43A, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; A COPY OF THE REVISED LOST KEY PLANTATION PLAT AS RECORDED IN PLAT BOOK 15 AT PAGE 80 OF THE PUBLIC RECORDS OF ESCAMBIA, COUNTY, FLORIDA; A COPY OF THE GULF BEACH SUBDIVISION PLAT AS RECORDED IN PLAT BOOK 4 AT PAGE 52 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "AO (DEPTH 1')", SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0512G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
3. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
4. AN AMERICAN LAND TITLE ASSOCIATION COMMITMENT WAS FURNISHED AND USED IN THE PREPARATION OF THIS PLAT, ISSUED BY ASSOCIATION LAW GROUP, P.L., AND DATED NOVEMBER 28, 2018.
5. THE PLATTED PROPERTY IS SUBJECT TO A GRANT OF EASEMENT TO COX COMMUNICATION GULF COAST, L.L.C.; RECORDED IN OFFICIAL RECORDS BOOK 6230, AT PAGE 1249 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
6. THE PLATTED PROPERTY IS SUBJECT TO AN EASEMENT FOR FOR ELECTRIC SERVICE GRANTED TO GULF POWER COMPANY, A FLORIDA CORPORATION; RECORDED IN OFFICIAL RECORDS BOOK 7555, AT PAGE 926 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
7. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
8. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
9. ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO SERVE AS EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF SECTION 177.091 (28) FLORIDA STATUTES.
10. ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF ALL UTILITIES AS PROVIDED BY GULF POWER COMPANY, ENERGY SERVICES OF PENSACOLA, EMERALD COAST UTILITIES AUTHORITY, BELLSOUTH, COX COMMUNICATIONS OR OTHER APPLICABLE UTILITY COMPANIES SERVICING THIS AREA AND ALL SUCCESSORS AND ASSIGNS OF THE AFOREMENTIONED UTILITY PROVIDERS.
11. ALL LANDSCAPING, FENCING, RETAINING WALLS OR OTHER STRUCTURES MAINTAINED OR CONSTRUCTED WITHIN THE PRIVATE DRAINAGE EASEMENTS MUST NOT OBSTRUCT THE FLOW OF WATER ACROSS OR THROUGH SAID DRAINAGE EASEMENTS.
12. AS PER THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, DSM 2-1.3(D) SIGHT TRIANGLE REQUIREMENTS:
    - AT A MINIMUM, A SITE TRIANGLE SHALL BE PROVIDED 35' FROM EDGE OF PAVEMENT TO 35' EDGE OF PROPOSED ROAD OR DRIVEWAY.
11. ALL LOT LINES ARE RADIAL UNLESS NOTED AS NON-RADIAL (NR).
12. FENCES OR OTHER STRUCTURES SHALL NOT BE INSTALLED IN PRIVATE DRAINAGE / ACCESS EASEMENTS. THESE EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES.
13. THERE ARE 15 FOOT PRIVATE DRAINAGE EASEMENTS ALONG EACH PROPERTY LINE, BEING 7.5 FEET ON EACH LOT. FENCES OR OTHER STRUCTURES IN THESE EASEMENTS SHALL NOT IMPEDE STORMWATER FLOW.
14. NO SIGN IS PROPOSED FOR THIS SUBDIVISION.
15. IMPACTS TO HABITAT OF THE PERDIDO KEY BEACH MOUSE ARE COVERED THROUGH THE U.S ARMY CORPS OF ENGINEERS PERMIT SAJ-1994-04539 (SP-SWA) AND ASSOCIATED U.S. FISH AND WILDLIFE BIOLOGICAL OPINION. AN AUTHORIZATION OF COVERAGE WILL BE ISSUED THROUGH THE PERDIDO KEY HABITAT CONSERVATION PLAN THAT WILL DOCUMENT THE FINAL ACREAGE AUTHORIZED FOR IMPACTS TO PERDIDO KEY BEACH MOUSE HABITAT AND PRESERVATION AREAS.



VICINITY MAP
SCALE: 1" = 750'

SITE INFORMATION

PROPERTY ZONING:	PR-PK
FUTURE LAND USE:	MU-PK
PROPERTY REFERENCE No'S:	14-3S-32-1001-000-100, 14-3S-32-1001-000-101, & 14-3S-32-1001-000-102
PROPERTY AREA:	10.23 ACRES (UPLANDS)
FLOOD MAP:	ZONE "AO", MAP No.12033C0512G, DATED 09-29-06
REQUIRED BUILDING SETBACKS:	FRONT YARD - 21 FEET SIDE YARD - 11 FEET REAR YARD - 16 FEET
No. OF PROPOSED LOTS	48

SHEET INDEX

SHEET 1 SITE INFORMATION, DESCRIPTION, GENERAL NOTES, DEDICATION & CERTIFICATES
SHEET 2 FINAL PLAT, LEGEND, CURVE & LINE TABLES

STATE PLANE COORDINATES
HORIZONTAL DATUM: NORTH AMERICAN DATUM 83 (2011) FLORIDA NORTH ZONE

STATION	NORTHING	EASTING	LATITUDE (NORTH)	LONGITUDE (WEST)	SCALE FACTOR	CONVERGENCE ANGLE	ELEVATION	ELEVATION FACTOR	COMBINED SCALE FACTOR
GPS No. 1	484704.2989	1042111.4058	N030°18'00.0203"	W087°26'08.8911"	0.99995110	-001° 28' 31.14"	6.52	1.00000400	0.99995510
GPS No. 2	484408.4869	1040863.5846	N030°17'56.7749"	W087°26'23.0338"	0.99995107	-001° 28' 38.25"	7.13	1.00000397	0.99995504
GPS No. 3	484654.9551	1040948.5103	N030°17'59.2355"	W087°26'22.1378"	0.99995110	-001° 28' 37.80"	7.80'	1.00000394	0.99995504

LOCATION ESTABLISHED FROM FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK.

FORMULA TO CONVERT GRID DISTANCE TO GROUND DISTANCE: DIVIDE THE GRID DISTANCE BY THE MCSF

FORMULA TO CONVERT GROUND DISTANCE TO GRID DISTANCE: MULTIPLY THE GROUND DISTANCE BY THE MCSF

MEAN COMBINED SCALE FACTOR (MCSF) = $\frac{CSF_1 + CSF_2}{2}$ GROUND DISTANCE = $\frac{GRID\ DISTANCE}{MCSF}$ GRID DISTANCE = GROUND DISTANCE x MCSF

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DEDICATION:

KNOW ALL MEN BY THESE PRESENT THAT WCI COMMUNITIES LLC., THE OWNER OF THE LANDS HEREIN DESCRIBED, HAS CAUSED THIS PLAT OF LOST KEY C12 TOWNHOMES TO BE MADE AND DOES HEREBY MAKE THE FOLLOWING DEDICATIONS & RESERVATIONS:

A. TO THE LOST KEY GOLF AND BEACH CLUB MASTER ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS PARCEL 'A' (WET RETENTION POND, PRIVATE), PARCEL 'B' (WET RETENTION POND, PRIVATE), PARCEL 'C' (CORDGRASS LANE, 50' RIGHT-OF-WAY/UTILITY EASEMENT, PRIVATE), PARCEL 'E' (LOST KEY BOULEVARD, 120' RIGHT-OF-WAY/UTILITY EASEMENT, PRIVATE) FOR PURPOSES OF OWNERSHIP AND RESPONSIBILITY OF OPERATION AND MAINTENANCE.

B. TO THE LOST KEY GOLF AND BEACH CLUB MASTER ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS ALL 15' PRIVATE DRAINAGE/ACCESS EASEMENTS, AND ALL 10' PRIVATE DRAINAGE/ACCESS EASEMENTS, DESIGNATED ON PLAT FOR PURPOSES OF ACCESS.

C. TO RESORT VILLAS III AT LOST KEY GOLF AND BEACH CLUB HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS PARCEL 'D' (COMMON AREA, PRIVATE) FOR PURPOSES OF OWNERSHIP AND RESPONSIBILITY OF OPERATION AND MAINTENANCE.

D. TO RESORT VILLAS III AT LOST KEY GOLF AND BEACH CLUB HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS ALL 15' PRIVATE DRAINAGE/ACCESS EASEMENTS, AND ALL 10' PRIVATE DRAINAGE/ACCESS EASEMENTS, DESIGNATED ON PLAT FOR PURPOSES OF OPERATION AND MAINTENANCE.

E. TO ALL UTILITY PROVIDERS, UTILITY EASEMENTS OVER PARCEL 'C' (CORDGRASS LANE, 50' RIGHT-OF-WAY/UTILITY EASEMENT, PRIVATE), PARCEL 'E' (LOST KEY BOULEVARD, 120' RIGHT-OF-WAY/UTILITY EASEMENT, PRIVATE) AND THE 5' UTILITY EASEMENTS LOCATED ADJACENT TO PARCEL 'C' (CORDGRASS LANE), AND THE 10' UTILITY EASEMENT LOCATED ADJACENT TO PARCEL 'C' (CORDGRASS LANE) FOR PURPOSES OF OPERATION AND MAINTENANCE.

IN WITNESS WHEREOF, WCI COMMUNITIES LLC, HAS CAUSED THESE PRESENTS TO BE MADE AND SIGNED IN ITS NAME BY ITS AUTHORIZED AGENT.

WITNESS 1: _____

SCOTT KEILING, DIRECTOR OF LAND ACQUISITION AND DEVELOPMENT, WCI COMMUNITIES LLC.

WITNESS 2: _____

NOTARY PUBLIC:

BEFORE THE SUBSCRIBER PERSONALLY APPEARED SCOTT KEILING, DIRECTOR OF LAND ACQUISITION AND DEVELOPMENT, WCI COMMUNITIES LLC., KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY_____ KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2019.

SIGNATURE _____ COMMISSION NO._____

PRINT NAME _____ MY COMMISSION EXPIRES:_____ SEAL

NOTARY PUBLIC, STATE OF FLORIDA

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF THE COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE _____ DAY OF _____, 2019, WAS APPROVED FOR FILING BY SAID BOARD, AND I, AS SAID CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREON.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT

CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177.011 THROUGH 177.151 OF THE FLORIDA LEGISLATURE, AS AMENDED FROM TIME TO TIME) AND THE SAME WAS FILED FOR RECORDS ON THE _____ DAY OF _____, 2019, AND FILED IN PLAT BOOK _____, AT PAGES _____, OF SAID COUNTY.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT

SEAL

CERTIFICATE OF PLAT REVIEW:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA.
SIGNED THIS_____ DAY OF_____, 2019.

JOSEPH E. BARRETT, PROFESSIONAL SURVEYOR AND MAPPER
FOR ESCAMBIA COUNTY, FLORIDA
STATE OF FLORIDA REGISTRATION No.6260

SEAL

CERTIFICATE OF ATTORNEY:

I, JEFF COOPERMAN, AS MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNER HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED.
SIGNED THIS_____ DAY OF_____, 2019.

JEFF COOPERMAN, ESQUIRE

ENGINEER'S CERTIFICATE:

I, JEREMY R. KING, HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR LOST C12 TOWNHOMES, AND THAT ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS.
SIGNED THIS_____ DAY OF_____, 2019.

JEREMY R. KING, PROFESSIONAL ENGINEER
STATE OF FLORIDA P.E. LICENSE No. 76144

SEAL

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011 - 177.151, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME; THAT THE BOUNDARY INFORMATION ON PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS / STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME; THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED FROM TIME TO TIME; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON.
SIGNED THIS 7TH DAY OF AUGUST, 2019.

MARK A. NORRIS, PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No.6211 LB No.7916
REBOL-BATTLE & ASSOCIATES
2301 NORTH NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503

MARK A. NORRIS — NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER — STATE OF FLORIDA

SHEET 1 0F 2 SHEETS

DECLARATION OF RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK:_____,PAGE(S):_____

PLAT BOOK:_____,PAGE:_____

FINAL PLAT OF
LOST KEY C12 TOWNHOMES

A RESUBDIVISION OF A PORTION OF LOTS 100, 101, AND 102
GULF BEACH SUBDIVISION (PLAT BOOK 4, PAGE 52)
SECTIONS 34 & 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST
PERDIDO KEY, ESCAMBIA COUNTY, FLORIDA
AUGUST, 2019

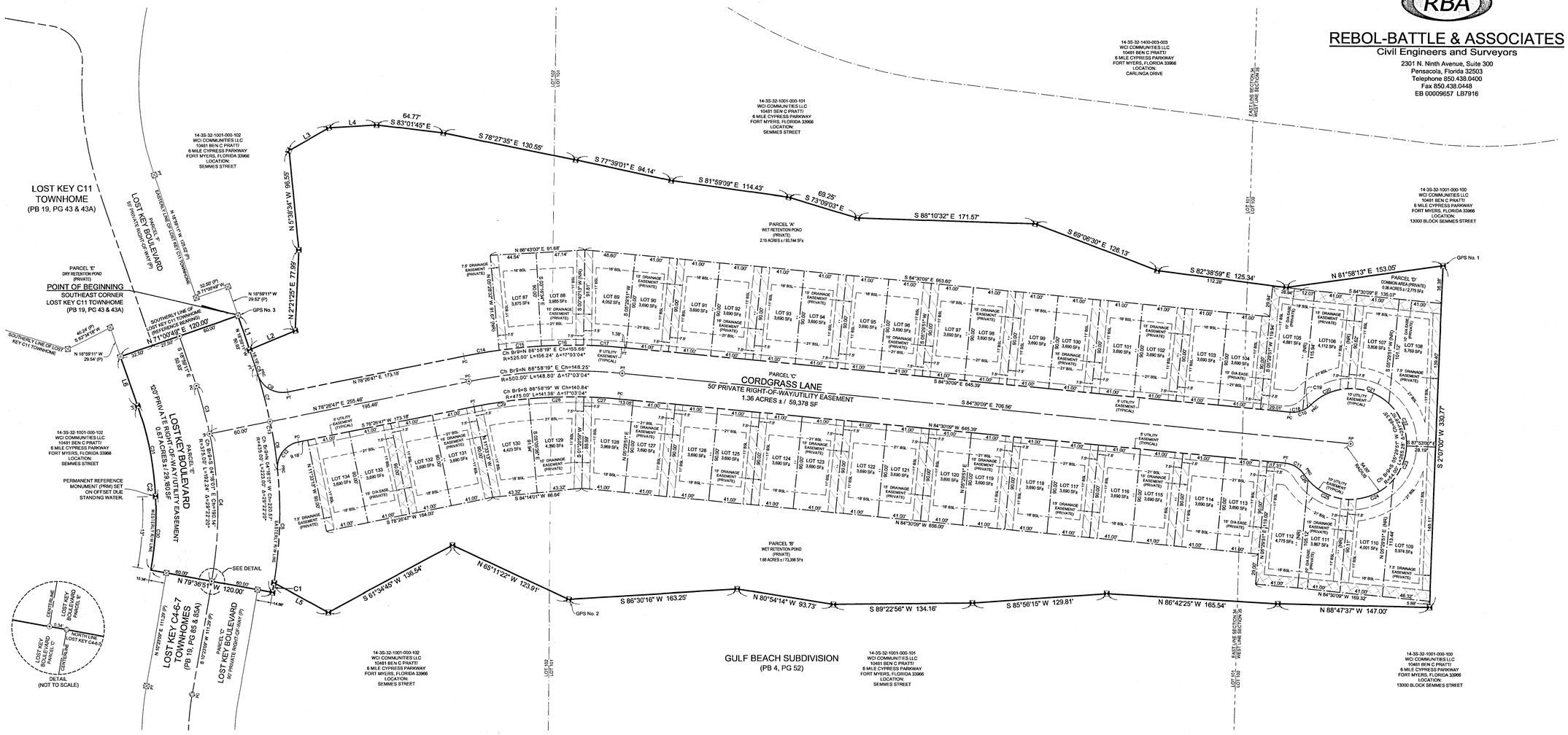
HORIZONTAL SCALE
50 0 25 50 100 200
(IN FEET)
1 INCH = 50 FEET

CIVIL ENGINEER
JEREMY R. KING P.E. No. 76144
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
(850) 438-0400

PROFESSIONAL SURVEYOR AND MAPPER
MARK A. NORRIS P.S.M. No. 6211
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
(850) 438-0400

OWNER AND DEVELOPER
WCI COMMUNITIES, LLC
14000 PERDIDO KEY DRIVE
PERDIDO KEY, FLORIDA 32507

PREPARED BY
REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400
Fax 850.438.0448
EB 00009657 LB7916



BOUNDARY CURVE TABLE

CURVE No.	RADIUS	LENGTH	DELTA ANGLE	CHORD	CHORD BEARING
C1	435.00'	9.39'	1°14'10"	9.39'	S 09°46'04" W
C2	315.00'	161.48'	29°22'20"	159.72'	N 04°18'01" W

CENTERLINE CURVE TABLE

CURVE No.	RADIUS	LENGTH	DELTA ANGLE	CHORD	CHORD BEARING
C3	375.00'	48.65'	7°25'58"	48.61'	S 15°16'12" E
C4	375.00'	143.59'	21°56'22"	142.72'	S 00°35'02" E

LOT CURVE TABLE

CURVE No.	RADIUS	LENGTH	DELTA ANGLE	CHORD	CHORD BEARING
C5	435.00'	109.80'	14°27'48"	109.51'	N 01°56'05" E
C6	435.00'	47.38'	6°14'24"	47.35'	N 08°26'01" W
C7	435.00'	47.38'	6°14'24"	47.35'	N 14°40'25" W
C8	435.00'	9.05'	1°11'34"	9.05'	N 18°23'24" W
C9	25.00'	36.55'	83°45'36"	33.38'	S 59°40'25" E
C10	25.00'	22.14'	50°44'05"	21.42'	N 70°07'49" E
C11	25.00'	22.14'	50°44'05"	21.42'	N 59°08'06" W
C12	25.00'	36.55'	83°45'36"	33.38'	S 36°33'59" W

LOT CURVE TABLE

CURVE No.	RADIUS	LENGTH	DELTA ANGLE	CHORD	CHORD BEARING
C13	435.00'	94.76'	12°28'48"	94.57'	N 11°33'13" W
C14	525.00'	34.79'	3°47'45"	34.78'	N 80°20'40" E
C15	525.00'	41.06'	4°28'53"	41.05'	N 84°28'59" E
C16	525.00'	40.86'	4°27'35"	40.85'	N 88°57'13" E
C17	525.00'	39.53'	4°18'51"	39.52'	S 86°39'34" E
C18	25.00'	12.51'	28°39'15"	12.37'	N 81°10'14" E
C19	25.00'	9.63'	22°04'50"	9.57'	N 55°48'11" E
C20	54.00'	39.61'	42°01'36"	38.73'	N 65°46'34" E
C21	54.00'	43.49'	46°08'35"	42.32'	S 70°08'20" E
C22	54.00'	46.35'	49°11'03"	44.94'	S 22°28'32" E
C23	54.00'	35.67'	37°50'43"	35.02'	S 21°02'21" W
C24	54.00'	48.82'	51°47'47"	47.17'	S 65°51'36" W
C25	54.00'	44.95'	47°41'25"	43.66'	N 64°23'48" W
C26	54.00'	6.39'	6°47'03"	6.39'	N 37°09'35" W
C27	475.00'	34.39'	4°08'53"	34.38'	N 86°34'35" W
C28	475.00'	53.42'	6°26'35"	53.39'	S 88°07'41" W
C29	475.00'	53.55'	6°27'36"	53.53'	S 81°40'35" W
C30	315.00'	71.47'	13°00'00"	71.32'	N 03°53'09" E
C31	315.00'	90.01'	16°22'20"	89.71'	N 10°48'01" W

BOUNDARY LINE TABLE

LINE No.	BEARING	LENGTH
L1	S 18°59'11" E	34.74'
L2	N 67°12'49" E	47.87'
L3	N 60°15'30" E	44.48'
L4	N 86°30'40" E	46.29'
L5	N 61°17'15" W	59.34'
L6	N 18°59'11" W	50.93'

BUILDING SETBACK REQUIREMENTS:
FRONT YARD SHALL BE 21 FEET
SIDE YARDS SHALL BE 11 FEET
REAR YARD SHALL BE 16 FEET

LEGEND:

■	SET 4"x4" CONCRETE PRM (No. LB 7916)	L1	DENOTES LINE NUMBER (SEE LINE TABLE)
⊙	SET PCP NAIL & DISK (No. LB 7916)	LB	DENOTES LICENSE BUSINESS
○	FOUND PCP NAIL & DISK (No. LB 7916)	±	DENOTES MORE OR LESS
⊠	FOUND 4"x4" CONCRETE PRM (No. LB 7916)	No.	DENOTES NUMBER
	DENOTES DRAINAGE EASEMENT	(NR)	DENOTES NON-RADIAL
	DENOTES DRAINAGE/ACCESS EASEMENT	PG	DENOTES PAGE
⑯	DENOTES SECTION NUMBER	PB	DENOTES PLAT BOOK
&	DENOTES AND	(P)	DENOTES PLAT INFORMATION
BSL	DENOTES BUILDING SET BACK LINE	PC	DENOTES POINT OF CURVATURE
Ch Brg	DENOTES CHORD BEARING	PI	DENOTES POINT OF INTERSECTION
Ch	DENOTES CHORD LENGTH	PRC	DENOTES POINT OF REVERSE CURVATURE
C1	DENOTES CURVE NUMBER (SEE CURVE TABLE)	PT	DENOTES POINT OF TANGENCY
Δ	DENOTES DELTA ANGLE	PCP	DENOTES PERMANENT CONTROL POINT
DIA	DENOTES DIAMETER	PRM	DENOTES PERMANENT REFERENCE MONUMENT
D/A EASE.	DENOTES DRAINAGE / ACCESS EASEMENT	R	DENOTES RADIUS
FT.	DENOTES FEET	RP	DENOTES RADIUS POINT
GPS	DENOTES GLOBAL POSITIONING SYSTEM	R/W	DENOTES RIGHT-OF-WAY
INC.	DENOTES INCORPORATED	SF	DENOTES SQUARE FEET
L	DENOTES LENGTH OF ARC		

SHEET 2 0F 2 SHEETS

DECLARATION OF RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK:_____,PAGE(S):_____

PLAT BOOK:_____,PAGE:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16505 **Growth Management Report 9. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 08/15/2019
Issue: Scheduling 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:

September 5, 2019

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 August 6, 2019.

1.	**Case No.:**	**Z-2019-09**
	Address:	10307 Tanton Rd
	Property Reference No.:	29-2S-31-2101-001-001
	Property Size:	4.5 (+/-) acres
	From:	MDR, Medium Density Residential district (10 du/acre) and LDR, Low Density Residential district (four du/acre)
	To:	MDR, Medium Density Residential district (10 du/acre)
	FLU Category:	MU-S, Mixed-Use Suburban
	Commissioner District	1
	Requested by:	Tom Hammond, Agent for Randall Builders Group, LLC., Owner
	Planning board Recommendation:	Approval
	Speakers:	Tom Hammond, Margaret Hostetter, Ellen Knott, Theresa Blackwell
2.	**Case No.:**	**Z-2019-10**
	Address:	2425 E Johnson Ave
	Property Reference No.:	17-1S-30-2100-000-004

Property Size:	0.47 (+/-) acres
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:	Wiley C. "buddy" Page, Agent for Bhupat Patel, Owner
Planning board Recommendation:	Approval
Speakers:	Wiley C. "Buddy" Page

3. Case No.: Z-2019-11

Address:	2001 W Nine Mile Rd
Property Reference No.:	12-1S-31-1100-004-003
Property Size:	3.67 (+/-) acres
From:	HDMU, High Density Mixed-Use district (25 du/acre)
To:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Wiley C. "Buddy Page, Agent for David E and Willie P Bailey, Trustees
Planning Board Recommendation:	Approval
Speakers:	Wiley C. "Buddy Page

4. Case No.: Z-2019-12

Address:	11545 Sorrento Rd
Property Reference No.:	12-3S-31-3301-000-000
Property Size:	18.78 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	Com, Commercial district(25 du/acre)
FLU Category:	MU-S, Mixed-use Suburban
Commissioner District:	2
Requested by:	Wiley C. "Buddy Page, Agent for Robert Dale, Jr and Karen H. Dale, Owners
Planning Board Recommendation:	Denial
Speakers:	Wiley C. "Buddy Page, Suzanne Wells,Alice Mullins, Catherine Buck, Joe Schiller, Carole Tebay

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Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16581 **County Administrator's Report 9. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/15/2019
Issue: Request for Disposition of Property - Recommend Authorization Be Given to Dispose Obsolete Equipment
From: Kris Blom, IT Supervisor
Organization: State Attorney's Office
CAO Approval:

RECOMMENDATION:
Request for Disposition of Property for the Office of the State Attorney - Dispose of Obsolete Equipment/Computers - Kris Blom, IT Supervisor, Office of the State Attorney

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

BACKGROUND:
IT equipment purchased from Article 5 funding by Office of State Attorney.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
Approved by Kris Blom, IT Supervisor, Office of State Attorney.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:

Recommend Escambia County pick up items for disposal. Please coordinate with Kris Blom.

Attachments

osa-disposal-forms-4

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: _____ COST CENTER NO: 410306

Kris Blom DATE: 7/16/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. Blom Phone No: 850-595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E56398	Fax	77101344	FO-DC535	07	OBSOLETE
Y	E60751	Multifunction Printer	20065021	MFX-3530	13	OBSOLETE
Y	E60752	Multifunction Printer	20065014	MFX-3530	13	OBSOLETE
Y	E52477	Printer	99-163T1	Optra T634TN	03	OBSOLETE
Y	E55018.	Printer	790DISK	T644TN	06	OBSOLETE
Y	E55073	Printer	S7908300	T644	06	OBSOLETE

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Stacey King

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 7/16/2019 Information Technology Technician Signature: Stacey C King

Date: 7/16/2019

FROM: Escambia County Department Director (Signature): K. Blom

Director (Print Name): Kris Blom

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: _____ COST CENTER NO: 410306

Kris Blom DATE: 7/16/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 850-595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E55600	Printer	7911HH5	T644N	06	OBSOLETE
Y	E56373	Laptop	5XVZLD1	Optiplex GX745	07	OBSOLETE
Y	E58573	Laptop	9BCT1M1	Latitude E6500	10	OBSOLETE
Y	E58575	Laptop	B9CT1M1	Latitude E6500	10	OBSOLETE
Y	E58576	Laptop	CZBT1M1	Latitude E6500	10	OBSOLETE
Y	E58998	Laptop	1539YN1	Latitude E6510	11	OBSOLETE

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Stacey King

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 7/16/2019 Information Technology Technician Signature: _____

Date: 7/16/2019

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Kris Blom

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: _____ COST CENTER NO: 410306

Kris Blom DATE: 7/16/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. Blom Phone No: 850-595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E59014	Laptop	DVXV2M1	Latitude E6510	11	OBSOLETE
Y	E59431	Laptop	9BMHBS1	Latitude E6520	12	OBSOLETE
Y	E59434	Laptop	3QLKBS1	Latitude E6520	12	OBSOLETE
Y	E60126	Laptop	9Q54LV1	Latitude E6530	12	OBSOLETE
Y	E61015	Laptop	1G6DTZ1	E6530	14	OBSOLETE
Y	E61017	Laptop	9P6DTZ1	E6530	14	OBSOLETE

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Stacey King

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 7/16/2019 Information Technology Technician Signature: Stacey L King

Date: 7/16/2019

FROM: Escambia County Department Director (Signature): K. Blom

Director (Print Name): Kris Blom

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: _____ COST CENTER NO: 410306

Kris Blom DATE: 7/16/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. Blom Phone No: 850-595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E61482	Multifunction Printer	20168009	3530	14	OBSOLETE
Y	E61485	Multifunction Printer	20168009	3530	14	OBSOLETE
Y	E60299	Laptop	9LC2LX1	6530	13	OBSOLETE
Y	E60300	Laptop	76C2LX1	6530	13	OBSOLETE
Y						OBSOLETE
Y						OBSOLETE

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Stacey King

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 7/16/2019 Information Technology Technician Signature: Stacey C King

Date: 7/16/2019

FROM: Escambia County Department Director (Signature): K. Blom

Director (Print Name): Kris Blom

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16613 **County Administrator's Report 9. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/15/2019
Issue: Disposition of Property
From: Ryan Wingate, Information System Support Technician
Organization: Escambia County Property Appraiser
CAO Approval:

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

That the Board approve the Request for Disposition of Property Form for the Property Appraiser's Office for all equipment, which is described and listed on the Request Form.

BACKGROUND:
Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statue 274.06.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
This Recommendation is in compliance with the Board's Policy Section II, Part B. 1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Disposal Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Escambia County Property Appraisers Office COST CENTER NO: _____

Chris Jones, CFA DATE: 08/02/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Chris Jones Phone No: (850) 434-2735

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	47774	HP LASERJET 4000N PRINTER	USMB275275	LASERJET 4000N	10/1/1998	
Y	55443	HASLER-WJ10 MAIL MACHINE	15534648		8/28/2006	
Y	56787	IBM INFOPRINT 1552	S791736G	INFOPRINT 1552	9/23/2007	
Y	62619	Xerox WorkCentre 3350	VMA65247	XWC3550X	4/24/2003	

Disposal Comments: Property has outlived its lifespan to be effectively used.

INFORMATION TECHNOLOGY (IT Technician): Ryan Wingate
Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 08/02/2019 Information Technology Technician Signature: Ryan Wingate

Date: 08/02/2019

FROM: Escambia County Department Director (Signature): Gary "Bubba" Peters

Director (Print Name): Gary "Bubba" Peters

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-16631 **County Administrator's Report 9. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/15/2019
Issue: Property Disposal/Health Department
From: John J. Lanza, MD, PhD, MPH, FAAP, Director and Health Officer
Organization: Florida Dept. of Health in Esc. Co.
CAO Approval:

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

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

BACKGROUND:
Florida Statutes requires the Board of County Commissioners to declare surplus all assets listed on the County's fixed asset inventory that will be disposed. The assets are no longer fit for their intended use and have minimal residual value.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Items have minimal residual value. Recommend that items be picked up for recycling.

Attachments

Disposition of Property

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Florida Department of Health in Escambia COST CENTER NO: _____

Linda Moyer DATE: August 1, 2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Linda Moyer Phone No: 595-6500 x1010

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	49969	Modular furniture-Flex-Y-Plan	n/a		2001	poor
	60381	Ultrasonic Cleaner-Henry Schein	12228-122258	Maxiseep S310	2012	poor
	61826	X-Ray Unit-Sirona	24704	4684606 D3302	2015	poor
	61827	Television-Samsung	029H3CAFA02992	UN55H7150AF	2014	poor
	62756	Computer Laptop-Dell	8P1DQ72	XPS 12	2016	lost
	64387	Maxisweep Ultrasonic Cleaner	17363-187697		2018	good

Disposal Comments: Equipment is obsolete, broken or lost and no longer fit for intended use.

INFORMATION TECHNOLOGY (IT Technician): Rudy Lopez

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: August 5, 2019 Information Technology Technician Signature:

Date: August 1, 2019

FROM: Escambia County Department Director (Signature):

Director (Print Name): John J. Lanza, MD, PhD, MPH, FAAP, FHPS

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16579 **County Administrator's Report 9. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/15/2019
Issue: Request for Disposition of Property
From: Robert E. Dye, Interim Facilites Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Facilities Management Department - Robert E. Dye, Facilities Management Interim Department Director

That the Board approve the Request for Disposition of Property Form for the Facilities Management Department, for property which is described and listed on the Disposition Form, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; and were disposed of when the Central Booking and Detention Facility was demolished.

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:

This Recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, all property will be disposed of according to the Disposition of County Property Policy.

Attachments

Disposition Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Facilities Management COST CENTER NO: 210606

Robert Dye, Interim Director, Facilities Management DATE: 7/26/2019

Property Custodian (PRINT FULL NAME) KAREN MYERS

Property Custodian (Signature): Karen Myers Phone No: 850-595-3190

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	55816-000	Ice Machine	06111280011070	Ice 1406	2007	Demolished with Bldg.
N	55924-000	Backflow at CBDF	181259	Watts 909	2007	Demolished with Bldg
N	58116-000	Sewer Auger Tool	68001631	GO 68HD PE	2008	Demolished with Bldg.

Disposal Comments: This items were in the Central Booking and Detention Facilities which has been demolished.

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: 7-26-19

FROM: Escambia County Department Director (Signature): Robert E. Dye

Director (Print Name): Robert E. Dye, Interim Director, Facilities Management

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-16583 **County Administrator's Report 9. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/15/2019
Issue: Request for Disposition of Property
From: Robert E. Dye, Interim Facilites Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Facilities Management Department - Robert E. Dye, Facilities Management Interim Department Director

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

BACKGROUND:
Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or properly disposed.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, all property will be disposed of according to the Disposition of County Property Policy.

Attachments

Disposition 59404 & 58527

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Facilities Management COST CENTER NO: 210606

Robert Dye, Interim Director, Facilities Management DATE: 7/29/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Karen Myers Phone No: 850-595-3190

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	59404-000	Air Unit	T000206AAGT00614	MS24Y3FMR24UY3F	2011	Inoperable
N	58527-000	AC Unit PAC-098.235	306C102688445002	W36 H1-A00	2009	Inoperable

Disposal Comments: Items disposed of properly

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): R. E. Dye

Director (Print Name): Robert E. Dye, Interim Director, Facilities Management

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-16608 **County Administrator's Report 9. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/15/2019
Issue: Disposition Of Property
From: SCOTT MACDONALD, Interim Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - Scott MacDonald, Interim Information Technology Department Director

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

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.06.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Information Technology Division will remove the property tag and return the tag and signed Disposition to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Information Technology Department's inventory.

Attachments

Disposition Of Property 01
Disposition Of Property 02
Disposition Of Property 03

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Brandon W. Knuth DATE: 07/31/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.07.31 19:32:34 -05'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60609	Dell Server	4D9X9Y1	R250	2013	Obsolete/Bad
Y	59090	Dell Server	B601FQ1	R410	2011	Obsolete/Bad
Y	62039	Cisco Web Filter	FCH1848V2BU	S380	2015	Obsolete/Bad
Y	55679	Dell Desktop	BNYJFC1	Optiplexe 745	2007	Obsolete/Bad
Y	59067	Dell Laptop	3FXP4Q1	Latitude 6410	2011	Obsolete/Bad
Y	59102	Dell Desktop	3DFHFQ1	OptiPlex 780	2011	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 03/20/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.07.31 19:32:50 -05'00'

Date: 03/20/2019

FROM: Escambia County Department Director (Signature): Scott MacDonald Digitally signed by Scott MacDonald Date: 2019.08.02 08:38:21 -05'00'

Director (Print Name): Scott MacDonald

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 08/15/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Brandon W. Knuth DATE: 07/31/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.08.01 20:14:30 -05'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	59542	Getac Laptop	RC139S0319	S400	2012	Obsolete/Bad
Y	61294	Dell Laptop	F3C7H12	Latitude 5540	2014	Obsolete/Bad
Y	59454	Getac Laptop	RC463B0377	B300	2012	Obsolete/Bad
Y	62691	Getac Laptop	RG363B0479	300GS	2016	Obsolete/Bad
Y	59953	Getac Laptop	RC639S0231	S400	2012	Obsolete/Bad
Y	58919	Dell Laptop	H6JNWM1	Latitude 5510	2010	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 07/31/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.08.01 20:14:48 -05'00'

Date: 07/31/2019

FROM: Escambia County Department Director (Signature): Scott MacDonald Digitally signed by Scott MacDonald Date: 2019.08.02 08:38:51 -05'00'

Director (Print Name): Scott MacDonald

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 08/15/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Brandon W. Knuth DATE: 07/31/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.08.01 20:30:23 -05'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60020	Dell Laptop	F64KVV1	Latitude 5520	2012	Obsolete/Bad
Y	59966	Getac Laptop	RC639S0352	S400	2012	Obsolete/Bad
Y	59548	Getac Laptop	RC139S0362	S400	2012	Obsolete/Bad
Y	59543	Getac Laptop	RC139S0323	S400	2012	Obsolete/Bad
Y	59540	Getac Laptop	RC139S0306	S400	2012	Obsolete/Bad
Y	59512	Getac Laptop	RC463B0403	B300	2012	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 07/31/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.08.01 20:30:37 -05'00'

Date: 07/31/2019

FROM: Escambia County Department Director (Signature): Scott MacDonald Digitally signed by Scott MacDonald Date: 2019.08.02 08:39:29 -05'00'

Director (Print Name): Scott MacDonald

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 08/15/2019

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-16598 **County Administrator's Report 9. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/15/2019
Issue: Request for Disposition of Property
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Corrections Department - William R. Powell, Director of Corrections

That the Board approve the two Request for Disposition of Property Forms for the Corrections Department, listing a total of two items. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be approved for disposal.

BACKGROUND:
Escambia County policy establishes the procedure for disposing of surplus or obsolete equipment. The property listed on the attached Request for Disposition of Property has been checked and declared to be of no further use to the County. The items no longer function properly and for this reason, approval of disposition is being requested.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with FS 274.07 and BCC Policy B-1, s, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Once approved, the department will coordinate the disposal of the items listed.

Attachments

Disposition of Property Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Corrections COST CENTER NO: 290401

Whitney C. Lucas DATE: 06/12/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Whitney C. Lucas Phone No: 850-595-3114

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	61294	Dell E5540 Laptop Computer	F3C7H12	Dell	2014	Poor

Disposal Comments: This item no longer functions per BCC IT staff

INFORMATION TECHNOLOGY (IT Technician): Brandon Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 07/29/2019 Information Technology Technician Signature: Brandon Knuth

Date: _____

FROM: Escambia County Department Director (Signature):

Director (Print Name): Chief Wm. Rich Powell

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 08/15/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Corrections COST CENTER NO: 290401

Whitney C. Lucas DATE: 08/01/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Whitney C Lucas Phone No: 850-595-3114

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	61074	STX-20 Heat Press	NA	Hotronix STX-20	2014	Poor

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Chief Wm. Rich Powell

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 08/15/2019

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-16520 **County Administrator's Report 9. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/15/2019
Issue: Application for Hurricane Loss Mitigation Program
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Application for the Hurricane Loss Mitigation Program - Tonya Green, Neighborhood & Human Services Department Director

That the Board acknowledge the submission of the Hurricane Loss Mitigation Program Application for $194,000, to the State of Florida Division of Emergency Management as signed by the Interim Assistant County Administrator.

BACKGROUND:

On July 1, 2019, the State of Florida released a Request for Proposals for the Hurricane Loss Mitigation Program (HLMP)/RFP No: RFP-DEM-18-19-045 (Exhibit I) soliciting proposals from local governments or not for profits to perform mitigation retrofit improvements to approved structures. Eligible improvements include replacement of roof sheathing and roof coverings, strengthening of roof deck attachments, installation of hurricane straps and secondary water barriers, etc. The deadline for the application was July 24, 2019. The Neighborhood & Human Services (NHS) Department worked with not for profit Rebuild Northwest Florida, Inc. (Rebuild) to submit an Application requesting $194,000 (Exhibit II) by the required deadline. The proposed Application anticipates Rebuild implementing the project as a subrecipient, with referrals to be provided by NHS. Applicant priority will be given to residents located in County Community Redevelopment Areas. If any funds remain after those referrals are assisted, the balance will be utilized to address applicants currently on Rebuild's waiting list that are on fixed incomes and cannot provide the 25% match required by their existing program. All funds must be expended by June 2020. Award notices from the State are anticipated August 12, 2019.

If funding is awarded, a Grant Agreement will be brought back to the Board for

approval, as well as a Subrecipient Agreement with Rebuild. No match is required for this Grant.

BUDGETARY IMPACT:

No match is required for the Application. If awarded, Grant funds will be deposited into Fund 151 and/or Fund 110, Cost Center to be determined. An advance may be requested, with requests provided on a reimbursable basis.

LEGAL CONSIDERATIONS/SIGN-OFF:

If funding is awarded by the State, a Grant Agreement between the County and FDEM will be submitted to the Board for approval, as well as a Subrecipient Agreement with Rebuild, which will be reviewed and approved by the County Attorney's office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Application is in compliance with the County Competitive Grant Application Policy.

IMPLEMENTATION/COORDINATION:

If funding is approved by the State, the Grant will be implemented by NHS/Community Redevelopment Agency staff in conjunction with Rebuild.

Attachments

Ex I-HLMP Request for Proposals
EX II-Escambia HLMP Application

State of Florida
Division of Emergency Management

Request for Proposals (RFP)
For
Hurricane Loss Mitigation Program
RFP No: RFP-DEM-18-19-045

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Any protest must be timely filed with the Division of Emergency Managements' Agency Clerk: Sherin Joseph, 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100.

Procurement Officer: Jenene Helms
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Phone: 850-815-4609
Email: Jenene.Helms@em.myflorida.com

1) BACKGROUND

For background into the Division's Hurricane Loss Mitigation Program ("HLMP"), please see the scope of work attached to this solicitation.

2) SOLICITATION

Through this Request for Proposals ("RFP"), the Division solicits written proposals from responsible and responsive Proposers who seek to perform mitigation retrofit improvements to approved structures.

In order to qualify for an award, the proposed mitigation retrofit improvements must reduce losses or reduce the cost of rebuilding after a disaster. Additionally, Proposers must identify structures that are not in compliance with the current edition of the Florida Building Code ("FBC").

When determining the effectiveness of a particular retrofit improvement, the Division will focus on the amount of reduction in risk exposure associated with the mitigation of a structure, not the age of that structure. Nonetheless, the Division encourages Proposers to target structures that fail to comply with no less than the 2001 edition of the FBC as retrofit improvements to those properties may yield the greatest savings for the Hurricane Catastrophe Fund. Please see Exhibit A, Scope of Work.

3) PROPOSERS

For the purpose of this document, the term "Proposer" means the prime Recipient acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer's team. The term "proposal" means the complete response of the Proposer to the RFP, including properly completed forms and supporting documentation. After the award, said Proposer will be referred to as the "Recipient".

4) ELIGIBLE PROPOSERS

Grant funds awarded under the Hurricane Loss Mitigation Program qualify as state financial assistance under the Florida Single Audit Act. *See* Section 215.971, Florida Statutes. The Catalog of State Financial Assistance number (CSFA#) is 31.066. The Legislature provides the Division with Hurricane Loss Mitigation funds through section 215.555(7)(c), Florida Statutes, and through the grants and aid appropriation category. The following table lists the categories of eligible and ineligible proposers:

Eligible proposers	**Ineligible proposers**
Governmental entities	Individual homeowners
Nonprofit organizations	For-profit organizations that do not qualify as private educational institutions
Public and private educational institutions	

The following statutory sections provide additional guidance:

a) Section 215.555(7)(c), Florida Statutes, limits HLMP funding to "local governments, state agencies, public and private educational institutions, and nonprofit organizations."

b) **Grants and aid.** In order to qualify for an award of a State-Funded Grant Agreement under the "grants and aid" appropriation category, a Recipient must be either a unit of government or nonstate entity. *See* Section 216.011(1)(r), Florida Statutes.

c) **Nonstate entity.** As defined by section 215.97(2)(m), Florida Statutes, nonstate entity "means a local governmental entity, nonprofit organization, or for-profit organization that receives state financial assistance."

1. **Local governmental entity.** As defined by section 215.97(2)(j), Florida Statutes, local governmental entity "means a county as a whole, municipality, or special district or any other entity excluding a district school board, charter school, Florida College System institution, or public university, however styled, which independently exercises any type of governmental function within the state."

2. **Nonprofit organization.** As defined by section 215.97(2)(l), Florida Statutes, nonprofit organization "means any corporation, trust, association, cooperative, or other organization that:

   a. "Is operated primarily for scientific, educational service, charitable, or similar purpose in the public interest.

   b. "Is not organized primarily for profit.

   c. "Uses net proceeds to maintain, improve, or expand the operations of the organization.

   d. "Has no part of its income or profit distributable to its members, directors, or officers."

3. **For-profit organization.** As defined by section 215.97(2)(g), Florida Statutes, for-profit organization "means any organization or sole proprietor that is not a governmental entity or a nonprofit organization."

5) RESPONSIBILITY

In order to qualify as a responsible vendor as that term is defined by section 287.012(25), Florida Statutes, a proposer must demonstrate the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

6) PROPOSALS

Applicants may submit one (1) proposal for a maximum award amount of $194,000. Subcontractors may appear in more than one proposal. Sections 30 through 32 of this RFP provide additional guidance on proposal requirements.

7) RESPONSIVENESS

a) **Vendor**. In order to qualify as a responsive vendor as that term is defined by section 287.012(27), Florida Statutes, a Proposer must submit a proposal that conforms in all material respects to this solicitation.

b) **Proposal**. In order to qualify as a responsive proposal as that term is defined by section 287.012(26), Florida Statutes, a proposal must conform in all material respects to this solicitation.

1. The Division shall not consider any proposal that contains a material deviation from the terms of this solicitation. However, the Division reserves the right to consider a proposal that contains a minor deviation or irregularity so long as that minor deviation or irregularity does not provide a competitive advantage over the other proposers.

2. The Division shall not permit a vendor to amend a proposal after the due date for submissions – even if to correct a deviation or irregularity.

3. Proposals shall not be considered if not received by the Division on or before the date and time specified as the due date for submission.

4. All proposals must be typed or printed in ink.

5. A proposal may fail to qualify as responsive by reasons that include, but are not limited to:

    a. Failure to include a material form or addendum;
    b. Failure to include material information;
    c. Modification of the proposal specifications;
    d. Submission of conditional proposals or incomplete proposals; and,
    e. Submission of indefinite or ambiguous proposals.

6. Other conditions which may cause rejections of proposals include but are not limited to:

    a. Submission of more than one proposal from the same vendor;
    b. Evidence of collusion among proposers;
    c. Obvious lack of experience or expertise to perform the required work;

d. Failure to perform or meet financial obligations on previous contracts or grant agreements; and,
e. Inclusion on the United States Comptroller General's List of Ineligible Contractors for Federally Financed or Assisted Projects.

8) SELECTION CRITERIA

The Division will make awards to the responsible and responsive proposers whose proposals represent the most advantageous options for the State. In other words, the Division will evaluate each proposal in order to determine which ones provide the best value. In making these determinations, the Division will focus on specific criteria such as technical excellence and cost. Section 40 of this solicitation outlines the Proposal Evaluation Process that the Division will use.

9) AWARDS

The Division intends to award State-Funded Grant Agreements to the most responsive and responsible Proposers whose proposals are determined to be the most advantageous to the Division. After awards, said Proposers will be referred to as the "Recipient". Awards will be offered to the Proposer with the overall highest average score, then to the Proposer with the next highest average score, and so on, until all funds have been offered or all eligible proposals have been funded. Partial funding may be offered to Proposers in order to expend all available money.

The Notice of Intent to Award will be announced and posted on the Vendor Bid System at**:** **http://vbs.dms.state.fl.us/vbs/main_menu** after final evaluation and totaling of scores at the Selection Committee meeting specified in the Schedule of Events (See Introduction Section 2, Schedule of Events). If the Division is confronted with identical scoring from multiple vendors, the Division shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code.

10) PERIOD OF PERFORMANCE

The Division anticipates that the period of performance will begin on date of final execution of the Agreement by the Division and be effective through June 30, 2020.

11) TIMELINE OF EVENTS

Provided below is a list of critical dates and actions. These dates are subject to change. Notice of changes (addenda) will be posted on the MFMP Vendor Bid System at **www.myflorida.com** (click on "BUSINESS", then click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information.

Timeline of Events - Action/Location	Event Time (Eastern Time)	Event Date
RFP posted on the VBS.		7/1/2019
Deadline to submit questions to the Procurement Officer.	10:00 AM	7/8/2019
Division's anticipated posting of answers to Respondent's questions on the VBS.		7/10/2019
Deadline to submit Proposal and all required documents to the Procurement Officer.	10:00 AM	7/24/2019
Public Opening. Florida Division of Emergency Management 2555 Shumard Oak Blvd, Tallahassee, FL 32399	10:30 AM	7/24/2019
Formal Evaluations Conducted.		7/29/2019- 8/5/2019
Scores due to Procurement Officer from Evaluators.	10:00 AM	8/5/2019
Anticipated date to post Notice of Intent to Award.		8/12/2019
Anticipated contract start date.		8/26/2019

12) CONTACT PROVISION

As required by section 287.057(23), Florida Statutes, the Division highlights the following provision:

> Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

13) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address, or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at: 1 (800) 955-8771 (TDD).

14) MYFLORIDAMARKETPLACE

Since July 1, 2003, the State has been using the State of Florida's web-based electronic procurement system known as MyFloridaMarketPlace ("MFMP"). Proposers must be registered and active in the state of Florida's MFMP system by the time and date of the technical proposal opening or they will be considered non-responsive. All prospective proposers that are not registered should go to https://vendor.myfloridamarketplace.com/ to complete on-line registration, or call 1-866-352-3776 for assisted registration.

15) FLORIDA DEPARTMENT OF FINANCIAL SERVICES (DFS) W-9 INITIATIVE

The Florida Department of Financial Services (DFS) requires all proposers that do business with the state to submit an electronic Substitute Form W-9. Proposers must submit their W-9 forms electronically at: https://flvendor.myfloridacfo.com to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

16) QUESTIONS & ANSWERS

Any technical questions arising from this Request for Proposal must be forwarded, in writing, to the procurement specialist identified below. Questions must be received no later than the time and date reflected on the Schedule of Events. The Division's written response to written inquiries submitted timely by proposers will be posted to MFMP at: http://myflorida.com/apps/vbs/vbs_www.main_menu no later than the time and date reflected in Section 2, Schedule of Events. To access the Vendor Bid System (click on BUSINESS', then click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"). It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Jenene Helms
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100
Jenene.Helms@em.myflorida.com
Phone #: (850) 815-4609

Questions regarding administrative aspects of the solicitation process should be directed to the Procurement Specialist in writing at the above address or by phone #: (850) 815-4609.

17) ORAL INSTRUCTIONS / CHANGES TO THE REQUEST FOR PROPOSAL / ADDENDA

No negotiations, decisions, or actions will be initiated or executed by a proposer as a result of any oral discussions with a State employee. Only those communications which are in writing from the Division will be considered as a duly authorized expression on behalf of the Division.

Notices of changes (addenda) will be posted on the Florida Vendor Bid System at: **http://vbs.dms.state.fl.us/vbs/main_menu.** It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal. All addenda will be acknowledged by signature and subsequent submission of addenda with proposal when so stated in the addenda.

18) DIVERSITY ACHIEVEMENT

The Division encourages the recruitment and utilization of minority, women, and veteran businesses. The Division, its vendors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that minority, women, and veteran businesses have the opportunity to compete for and perform contract work for the Division in a non-discriminatory environment.

a) As defined by section 288.703(1), Florida Statutes, a certified minority business enterprise is a business which received certification from the certifying organization or jurisdiction in accordance with sections 287.0943(1) and (2), Florida Statutes.

b) As defined by section 295.187(3), Florida Statutes, a certified veteran business enterprise is an independently owned and operated business that:

1. Employs 200 or fewer permanent full-time employees;
2. Together with its affiliates has a net worth of $5 million or less or, if a sole proprietorship, has a net worth of $5 million or less including both personal and business investments;
3. Is organized to engage in commercial transactions;
4. Is domiciled in this state;
5. Is at least 51 percent owned by one or more wartime veterans or service-disabled veterans; and
6. The management and daily business operations of which are controlled by one or more wartime veterans or service-disabled veterans or, for a service-disabled veteran having a permanent and total disability, by the spouse or permanent caregiver of the veteran.

For information on Certification Procedures for Vendor Preference programs, contact Thaddeus “Thad” Fortune, Certification Administrator, Office of Supplier Diversity at (850) 487-0915 or e-mail: **Thad.Fortune@dms.myflorida.com**

19) SCOPE OF SERVICES

Details of the work, information and items to be furnished by the Proposer are described in the Scope of Work, Exhibit “A”, attached hereto and made a part hereof.

20) QUALIFICATIONS

The Division will determine whether the Proposer is qualified to perform the services being contracted based upon their proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this Request for Proposal.

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the Scope of Work (Exhibit A). Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise exempted by the Division’s Project Manager. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

In accordance with sections 607.1501, 605.0902, and 620.1902, Florida Statutes, foreign corporations, foreign limited liability companies, and foreign limited partnerships must be authorized to do business in the State of Florida. “Foreign Corporation” means a corporation for profit incorporated under laws other than the laws of this state. Such authorization should be obtained by the proposal due date and time, but in any case, must be obtained prior to grant agreement execution. For authorization, contact:

Florida Department of State
R. A. Gray Building
500 S. Bronough
Tallahassee, Florida 32399-0250
Phone #: (850) 245-6051

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the proposal due date and time, but in any case, must be obtained prior to grant agreement execution. For licensing, contact:

Florida Department of Business & Professional Regulation
1940 North Monroe Street
Tallahassee, Florida 32399-0797
Phone #: (850) 487-1395

21) WARRANTY / SUBSTITUTIONS

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less

than ninety (90) days from the date of acceptance by the purchaser. Any deviation from these criteria must be documented in the proposal or the above statement shall prevail.

All items provided during the performance of the contract found to be poorly manufactured will not be accepted, but returned to the Contractor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Division, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and returning those that are defective.

22) LIABILITY INSURANCE

The Contractor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Division. Nor shall the Contractor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Contractor shall submit the required Certificates of insurance to:

Florida Division of Emergency Management
C/O Jenene Helms
2555 Shumard Oak Blvd. /Tallahassee, Florida 32399-2100.

The Contractor must carry and keep in force during the period of this agreement a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least $150,000.00 per person and $300,000.00 each occurrence, and property damage insurance of at least $150,000.00 each occurrence, for the services to be rendered in accordance with this contract.

All insurance policies shall be with insurers qualified and licensed to do business in the state of Florida. Such policies shall provide that the insurance is *not* cancellable except upon thirty (30) days prior written notice to the Division.

The Division shall be exempt from, and in no way liable for, any sums of money which may represent a deduction in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor or subcontractor providing such insurance.

23) AGREEMENT DOCUMENT

The Division's "State-Funded Grant Agreement" is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the contract resulting from this RFP. In submitting a proposal, the proposer agrees to be legally bound by these terms and conditions.

24) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

After the proposal due date and prior to contract execution, the Division reserves the right to perform or have performed an on-site review of the Proposer's facilities and qualifications. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified and experienced staff and can provide overall management facilities. The review may also serve to verify whether the Proposer has financial capability adequate to meet the contract requirements.

Should the Division determine that the proposal has material misrepresentations or that the size or nature of the Proposer's facilities or the number of experience personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Division has the right to reject the proposal.

25) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

Any person who is adversely affected by the contents of this Request for Proposal must follow the procedure outlined in Section 120.57(3), Florida Statutes and file protests with the Division: **Division of Emergency Management, Agency Clerk, 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100.**

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

26) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. All contractors must e-verify the employment status of their employees and subcontractors to the extent permitted by federal law and regulation. The U.S. Department of Homeland Security website (e-verify) is available at: **http://www.dhs.gov.**

27) RESERVATIONS

The Division reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Division's official file, without obligation to the Division.

28) ADDITIONAL TERMS & CONDITIONS

No conditions may be applied to any aspect of the RFP by the proposer. Any conditions placed on any aspect of the RFP documents by the proposer may result in their proposal being rejected as a conditional proposal (see "RESPONSIVENESS OF PROPOSALS").

DO NOT WRITE IN CHANGES ON ANY PART OF THIS RFP OR THE ATTACHMENTS. The only recognized changes to the RFP prior to proposal opening will be written addenda issued by the Division.

29) PROPOSAL FORMAT INSTRUCTIONS

This section contains instructions that describe the required format for the proposal. All proposals submitted shall be marked as follows:

TECHNICAL PROPOSAL NUMBER:
RFP-DEM-18-19-045 HURRICANE LOSS MITIGATION PROGRAM
(One Sealed Package for Technical)

30) TECHNICAL PROPOSAL (13 PAGES MAX)

The Proposer must submit one (1) original, four (4) copies and one (1) thumb drive that contain the Technical Proposal, which must be divided into the sections described below. The original must be labeled "Original" and must contain an original signature of the authorized official. Since the Division will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. Proposals shall contain the following:

a) **Transmittal Letter** (Limit 1 Page). Each Proposer shall provide a transmittal letter signed by an authorized individual for the organization submitting the proposal to the Division in response to this RFP. The letter must include the following:

1. RFP Number RFP-DEM-18-19-045: Hurricane Loss Mitigation Program

2. Organization Name: Must be an eligible Proposer as defined in Section 5.0;

3. Project Title: A short title that adequately describes the project;

4. Federal Tax ID Number: For organization classification purposes;

5. Submission Category: As defined in Section 1 and as defined in the Scope of Work as outlined in Exhibit A.

6. Point of Contact Information: Name, title, address, telephone number, cell number, (if applicable), and email address.

b) **Table of Contents** (Not included in page count)**.** Each proposal shall provide a table of contents which clearly indicates the page numbers for the required sections.

c) **Executive Summary** (Limit 2 Page). The Proposer shall provide an Executive Summary to be written in non-technical language to include:

1. The project description – A brief description and purpose of the project;
2. A summary of the Proposer's overall capabilities and qualifications,
3. The Proposer's relative previous experience,
4. The Proposer's approach for accomplishing the services specified herein.

d) **Project Team** (Limit 2 Pages).

The Proposer shall identify the Project Manager and key personnel on the Proposer's project team. The Proposer shall provide a summary of the Project Manager's qualifications and each team member's relevant experience as it relates to the Scope of Work. Further, the Proposer shall identify and summarizes a grant cycle experience where the project management team had successfully addressed all necessary requirements for completion.

e) **Work Plan** (Limit 3 Pages). A Work Plan shall be provided that describes how the Proposer will complete the Scope of Work as shown in Exhibit A. Detailed information should address the following:

1. Project Timeline. Identify milestones and number of days to complete each respective milestone and projected date of completion, DEM report submission, deliverable dates, invoice dates and estimated project start and finish dates.
2. Identify individual team members' work responsibilities, estimated time to complete the task and how the assignment relates to the project timeline;
3. Establish and discuss the methodology that will be used to measure performance and maintain schedules.
4. Identify any equipment that is required to complete the Scope of Work.

f) **Need/ Justification/ Vulnerability** (5 Pages). Clearly identify a demonstrated mitigation need and explain how this project will solve the need. Provide information and/or history on proposed area and residents, as they have been or are capable of being impacted. Identify and demonstrate long and/or short-term tangible benefits of this project.

g) **Exhibit B, Acknowledgement Form** (Not included in page count). Fully completed and executed Exhibit B, as attached to this RFP.

31) PRESENTING THE PROPOSAL

The proposal shall be limited to a page size of eight and one-half by eleven inches (8 ½" x 11"). Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages (one page) comprising the proposal. Type size shall not be less than 10-point font. Proposals must be securely bound in a binder. The proposal should be indexed and all pages sequentially numbered. It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be

acceptable in their existing form in an Appendix. The two (2) CD's should be labeled Technical Proposal with the RFP number, and the organization's name.

32) DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more proposals which are equal with respect to quality and service are received, the Division shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code, which includes a preference for solicitation responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F. S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the proposal for this preference.

33) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the Division to make paper and electronic copies necessary for the use of Division staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, and Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public. The Division will own all outreach products developed under this proposal.

34) CONFIDENTIAL, PROPRIETARY OR TRADE SECRET MATERIAL

If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Respondent shall mark the document as "Confidential" and simultaneously provide the Division with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Division's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Respondent claims are confidential, proprietary, trade secret or otherwise not subject to disclosure, under Chapter 119, Florida Statutes.

In the event of a request for public records to which documents marked as confidential are responsive, the Division will provide the Redacted Copy to the requestor. If a requester asserts a right to the Confidential Information, the Division will notify the Respondent that such an assertion has been made. It is the Respondent's responsibility to provide legal support for its position that the information in question is exempt from disclosure under chapter 119 or other applicable law. If the Division becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Division shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted

portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a reply, the Respondent agrees that its failure to mark documents in accordance with the terms above constitutes a waiver of any and all claims of confidentiality and authorizes the Division to release all documents and information that is not marked in accordance with the terms above.

By submitting a reply, the Respondent agrees to protect, defend, and indemnify the Division for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

35) FLORIDA ACCOUNTABILITY CONTRACT TRACKING SYSTEM (FACTS)

In 2011, the Florida Legislature amended Section 215.985, F.S., relating to the Transparency Florida Act, requiring the Department of Financial Services (DFS) to provide public access to a state contract tracking system; identifying the information that must be made available on the system; and requiring Florida state governmental entities to update data in the system. On March 1, 2012, DFS implemented a centralized web-based contract reporting system to increase transparency and accountability in government contracting in Florida. The system, known as Florida Accountability Contract Tracking System or FACTS, displays grant and contract procurement information, expenditure data, audit information, and contract document images. The link to the DFS FACTS public website is: https://facts.fldfs.com. Any contract resulting from this solicitation will be included in the FACTS system.

36) COSTS INCURRED IN RESPONDING

This Request for Proposal does not commit the Division or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a proposal or to make necessary studies or designs for the preparation thereof, nor to procure or contract any articles or services.

37) MAIL OR DELIVER PROPOSAL TO: (DO NOT FAX or E-MAIL)

RFP-DEM-18-19-045 Hurricane Loss Mitigation Program
Florida Division of Emergency Management
C/O Jenene Helms
2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100

It is the Proposer's responsibility to assure that the proposal is delivered to the proper place on or before the Proposal Due date and time (See introduction Section 2 Schedule of Events). Proposals which for any reason are not so delivered shall not be considered.

By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

All proposals and associated forms shall be signed and dated in ink by a duly authorized representative of the Proposer.

Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal. This may require an on-site observation.

38) MODIFICATIONS, RESUBMITTAL & WITHDRAWAL

Proposers may modify submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted proposal shall be in writing and must be signed by an authorized signatory of the Proposer. Upon receipt and acceptance of such a request, the entire proposal will be returned to the Proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in a sealed envelope to be opened at the same time as the proposal. The RFP number, due date and time should appear on the envelope of the modified proposal.

39) PROPOSAL OPENING

All proposal openings are open to the public. Proposals will be opened by the Division at the date, time and location in the Schedule of Events (See Introduction Section 2 Schedule of Events).

40) PROPOSAL EVALUATION PROCESS

An Evaluation Committee will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP).

The Procurement Office will distribute to each member of the Evaluation Committee a copy of each technical proposal. The Evaluation Committee members will independently evaluate the proposals based on the evaluation categories established below, in order to assure that proposals are uniformly rated. Evaluation Committee members' scores for each proposal will be totaled and that total divided by the number of team members to obtain an average total score for each proposal. Proposers must attain an average score of sixty (60) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than sixty (60) points for their Technical Proposal score, the Technical Proposal will not receive any further consideration.

Technical evaluation is the process of reviewing the Proposer's Transmittal Letter, Executive Summary, Project Team, References, Work Plan, Needs/Justification, Cost Control and Modifier. The review of these categories will demonstrate the Proposer's understanding of the project, and highlight the qualifications, approach and capabilities in order to assure a quality product. Each Proposer must reach a minimal score of 60 to be

considered for funding. The following "up to" point system is established for scoring the technical proposals:

Evaluation Categories and Point Value (up to 100 points):

a) Transmittal Letter: 2 Points

b) Executive Summary: 10 Points

c) Project Team: 20 Points

d) Work Plan 20 Points

e) Need/Justification 48 Points

41) POSTING OF INTENDED AWARD

The Division's decision will be posted on the MFMP Vendor Bid System at: http://myflorida.com/apps/vbs/vbs_www.main_menu on date and time in the Schedule of Events, and will remain posted for a period of seventy-two (72) hours. Any person who is adversely affected by the contents of this Request for Proposal must follow the procedure outlined in Section 120.57(3), Florida Statutes and file protests with the Division: **Division of Emergency Management, Agency Clerk, 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100.**

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

42) REQUEST TO WITHDRAW PROPOSAL

Requests for withdrawal will be considered if received by the Division, in writing, within seventy-two (72) hours after the proposal opening time and date. Requests received in accordance with this provision will be granted by the Division upon proof of the impossibility to perform based upon obvious error on the part of the proposer.

43) AWARD OF THE AGREEMENT

Services will be authorized to begin when the Proposer receives a State-Funded Grant Agreement executed by both parties, indicating the encumbrance of funds and award of the agreement.

44) FINANCIAL CONSEQUENCES / CONTRACT CONDITIONS

The Agreement will contain financial consequence language as required by the Florida Department of Financial Services, similar to the following examples:

a) The Division reserves the right to withhold payment of 5 percent from invoices for late performance, or to implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform or comply with provisions of this Contract. These consequences for non-performance shall not be considered penalties.

b) Provided the Contractor performs in accordance with the scope of work outlined in the awarded contract, the Division will pay the Contractor on a project completion percentage basis. However, the Division will withhold the final 25 percent until such time as an independent inspector paid by the Division certifies that the services performed under the awarded contract completely satisfy the requirements and specifications outlined in the Scope of Work.

Please see Exhibit A, Scope of Work for the Financial Consequences that will be included in the awarded agreement.

45) TERMS AND CONDITIONS

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

a) Exhibit “A”, Scope of Work
b) Exhibit “B”, Acknowledgement
c) Exhibit “C” Evaluation Worksheet
d) Instructions to Respondents (PUR 1001)
e) General Conditions (PUR 1000)
f) Exhibit “D”, Drug-Free Workplace Program Certification
g) State-Funded Grant Agreement

46) PUBLIC RECORDS

If this Agreement involves a contract for services, and if the Contractor is acting on behalf of the Division, then the Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. In accordance with section 119.0701(2), Florida Statutes, the contractor must:

a) Keep and maintain public records required by the public agency to perform the service.

b) Upon request from the publics 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 this chapter 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 term 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 contractor 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 request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

As required by section 119.0701(2)(a), Florida Statutes, the Division includes the following statement in at least 14-point boldfaced type:

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: FLORIDA DIVISION OF EMERGENCY MANAGEMENT, (850) 815-4156, Records@em.myflorida.com., 2555 Shumard Oak Blvd., Tallahassee, FL 32399.

Pursuant to section 287.058(1)(c), Florida Statutes, the Division may unilaterally cancel a contract if the vendor refuses to allow public access to all non-exempt documents, papers, letters, or other material made or received by the contractor in conjunction with the contract.

47) COOPERATION WITH THE INSPECTOR GENERAL

Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

48) ATTACHED FORMS PUR 1000, GENERAL CONTRACT CONDITIONS & PUR 1001, GENERAL INSTRUCTIONS TO RESPONDENTS

These are standard forms from the Department of Management Services that the Division is required to include in all formal solicitations*. The following paragraphs do not apply to this Request for Proposal*:

a) PUR 1001, Paragraph 3, Electronic Submission; and

b) PUR 1001, Paragraph 4, Terms and Conditions.

EXHIBIT "A"
SCOPE OF WORK AND BUDGET

HISTORICAL BACKGROUND

In 1993, the Legislature created the Florida Hurricane Catastrophe Fund ("Cat Fund"). Codified in section 215.555, Florida Statutes, the Cat Fund: (1) provides a form of reinsurance for residential property insurers; and, (2) authorizes the expenditure of certain moneys to support programs that mitigate hurricane losses.

Section 215.555 requires that each insurance company pay premiums into the Cat Fund; those premiums are calculated based on actual catastrophic exposure. Initially, the Cat Fund collected from both "Participants" and "Non-Participants." The term "Participants" refers to insurers who provide residential policies and small business commercial policies covering structures and contents; the term "Non-Participants" refers to insurers who provide property and casualty coverage. The latter is broader than the former; and, the former falls under the broader category of the latter. In other words, "Non-Participant" coverage includes "Participant" coverage; but, "Non-Participant" coverage also includes other types of insurance.

The State Board of Administration oversees the Cat Fund, which qualifies as a trust fund under state law.

In 1994, the Internal Revenue Service ("IRS") issued a letter addressing the status of the Cat Fund for Federal income tax purposes. Recognizing that Participant contributions to the Cat Fund make the Fund look like a taxable, reinsurance program, the IRS nonetheless concluded that revenue earned by the Cat Fund qualifies as tax-exempt. In reaching this conclusion, the IRS focused on two, key components of the program: (1) the Non-Participant contributions; and, (2) the fact that the "State will appropriate moneys from the Fund each year and expend such moneys for specified purposes which are unrelated to its obligations under the Contracts." Thus, in finding the Cat Fund tax exempt, the IRS relied at least in part on the mandatory use of some Cat Fund moneys for the public purpose of hurricane loss mitigation.

For fiscal year 1997-1998, the Legislature appropriated the $10 million from the Cat Fund and split that appropriation into three categories: $4.1 million to match grants from the Federal Emergency Management Agency; $3.1 million going to the Residential Construction Mitigation Program under the Department of Community Affairs; and, $2.8 million for sand dune restoration.

Citing policy considerations, Governor Chiles vetoed the $2.8 million appropriation for sand dune restoration. In his veto message, Governor Chiles stated that "[f]unding of these projects from these funds would set the wrong precedent; these funds should be for the purpose of enhancing residential mitigation."

Despite the IRS' reliance on Florida's assertion that it would annually appropriate at least $10 million in Cat Fund moneys for hurricane loss mitigation programs, Governor Chiles' decision to veto the sand dune appropriation reduced that year's overall mitigation appropriation down to $7.2 million.

In 1999, the Florida Legislature passed the "Bill Williams Residential Safety and Preparedness Act" ("the Act"). With an effective date of July 1, 2000, the Act created the Hurricane Loss Mitigation Program ("HLMP") as outlined in section 215.559, Florida Statutes.

The House of Representatives staff analysis describes the purpose of the Act as follows: "This bill creates the Hurricane Loss Mitigation Clearing Trust Fund ("HLMCTF") to receive transfers from the Florida Hurricane Catastrophe Fund ("Cat Fund") to provide funding for hurricane mitigation programs." Addressing the concern that another line item veto could threaten the tax exempt status of the Cat Fund, the analysis goes on to state: "The creation of the HLMCTF assures that the $10 million will be appropriated from the Cat Fund, thus making it less likely that a line item veto will jeopardize the tax exempt status of the Cat Fund."

PRESENT SITUTATION

Currently, the Legislature annually appropriates $10 million from the Florida Hurricane Catastrophe Fund to the Florida Division of Emergency Management ("Division") for the Division to administer the HLMP. By statute, that $10 million is allocated as follows:

- $3.5 million "to improve the wind resistance of residences and mobile homes, including loans, subsidies, grants, demonstration projects, and direct assistance; educating persons concerning the Florida Building Code cooperative programs with local governments and the Federal Government; and other efforts to prevent or reduce losses or reduce the cost of rebuilding after a disaster."
- $3 million "to retrofit existing facilities used as public hurricane shelters"
- $2.8 million "to inspect and improve tie-downs for mobile homes"
- $700,000 "to the Florida International University center dedicated to hurricane research"

Previously, the Division allocated $3.5 million for the Residential Construction Mitigation Program ("RCMP"), which provided grant funding to governmental entities, and nonprofit organizations as a means to improve the resiliency of residential structures within their communities. The RCMP utilized a benefit-cost analysis (BCA) for each of the submitted projects in order to determine whether the mitigation retrofits were cost-effective.

Presently, the Division seeks to expand the $3.5 million HLMP appropriation beyond just the RCMP. Going forward, the Division will allocate $3.5 million for construction mitigation efforts that will "prevent or reduce losses or reduce the cost of rebuilding after a disaster" – provided that the construction:

- Involves a structure; and,
- Does not supplant any other mitigation grant program funded by or through the Division.

The Recipient will provide mitigation retrofit improvements as identified in RFP-DEM-18-19-045 on as many qualified structures as possible during the period of performance for this Agreement and within the awarded amount. The Division of Emergency Management's (Division) Project Information Sheet (PIS) will be the controlling document that monitors expenditures for the approved mitigation properties.

All structures shall be located in the geographical boundaries of the State of Florida and be approved by the Division. The Recipient shall focus on a comprehensive approach that ties together all aspects of mitigation.

The Recipient shall be responsible for the implementation, management, coordination, and facilitation of all aspects related to the mitigation retrofit projects approved under this RFP.

After the execution of a State-Funded Grant Agreement, the Recipient shall conduct an inspection of properties and identify a group of properties eligible for mitigation retrofit improvements. The Recipient shall submit a list of those properties to the Division within forty-five (45) days of the signed and executed contract. The Recipient shall submit project information and the estimated mitigation costs on a 2018 Project Information Spreadsheet (PIS) pdf provided by the Division at the time of award or contract execution. Color photographs of the structures (four elevations, all openings to include doors, roof pictures at least level with the roof, condition of the soffit and fascia, interior attic pictures, and any other visual documentation for additional mitigation) are required with the submission of the PIS. Color photographs are to be sent in jpeg form to the Division for review. The Recipient may identify additional properties over the course of the fiscal year until all awarded funds are expended (see table 1).

Authorized mitigation retrofit improvements include:

a) Replacement of roof sheathing;
b) Replacement of roof covering;
c) Strengthening of roof deck attachment;
d) Installation of secondary water barrier;
e) Installation of hurricane straps;
f) Installation of window and door opening protection;
g) Installation of hurricane resistant windows and doors;
h) Brace bottom chord gable end;
i) Anchoring of wall or floor units to the foundation; and,
j) Other mitigation construction efforts involving structures provided that the construction does not supplant any other mitigation grant program funded by or through the Division.

The intent of the program is to mitigate a structure comprehensively. Comprehensive mitigation takes into account as many facets of mitigation as can be achieved given the Recipient's budget for an identified structure. Where a comprehensive approach cannot be implemented, the Recipient must clearly justify (i.e., structure has already been partially mitigated or structure does not otherwise require certain measures) the reasons for the deviation. All awarded funds must be directly related to mitigation improvements.

The Division will conduct a benefit-cost analysis (BCA) for each of the submitted properties to determine if the mitigation retrofits are cost-effective. The BCA results in a numerical ratio expression of the cost-effectiveness of a mitigation project and is calculated as: total project mitigation benefits divided by total project mitigation costs. A project with a BCA ratio of one or greater has more benefits than costs and is therefore considered cost-effective. Some of the submitted properties may receive a BCA ratio of less than one (1). However, if the combined BCA ratio for the submitted group of properties is equal to one (1) or greater the group of properties may be approved. Specific properties may be added or withdrawn if necessary in order to achieve a combined BCA of one (1) or greater. The Division will prioritize projects with the highest BCA ratio over projects with a lower BCA ratio.

Upon the Recipient receiving a BCA score of (1) or greater, the Division will alert the Recipient to begin the processing of open bidding for construction services. **It is important to note that no construction shall be started prior to the Division's approval of the mitigation improvements.**

The HLMP grant is a reimbursable grant. Therefore, no Pre-award costs are authorized. Further, the Recipient should secure funding in order to ensure maximum performance. The Division expects that each Recipient will fully spend their awarded grant amount. The Division retains the right to review Recipient performance and take corrective action at any time. The following Tasks and Deliverables will be achieved in order for the Recipient to be reimbursed.

Task 1 (Identification and inspection): The Recipient shall identify structures for possible mitigation improvements. Then, the Recipient shall conduct a comprehensive mitigation inspection of all identified structures. The mitigation inspection shall be performed by a state certified mitigation inspector or local building official. The inspector shall identify any previous mitigation improvements as well as any mitigation deficiencies. The inspection shall be completed using the state standard "Uniform Mitigation Verification Inspection Form". The inspector shall further ensure that all necessary information is given to the Recipient (i.e. measurements, counts, and applicable notes). Additionally, the inspector shall provide the following information in addition to the Uniform Mitigation Verification Inspection Form:

a) An opinion on whether the structure can be retrofitted to effectively improve structural survivability;
b) An estimate of the roof square footage;
c) An estimate of the square footage of windows and doors;

d) An indication whether the home has gable end reinforcement;
e) A statement detailing any additional mitigation needs (such as vent strengthening, fascia or soffit repair, etc.).

Task 2 (Submission of the PIS): The Recipient shall submit to the Division a PIS for each structure identified for possible mitigation retrofits. The Recipient will provide all the requested information for each structure, to include color photographs. The electronic PIS will be provided to the Recipient by the Division. The original document should not be altered in any way. As part of the submission, the Recipient shall identify whether:

a) the structure is on grade or not;
b) any unpermitted work has occurred at the structure; and,
c) if any outstanding liens or judgments are attached to the structure or its underlying property.

Task 3 (Scope of work development): The Recipient shall develop a Scope of Work (SOW) for each project approved by the Division. The SOW shall be based on all the mitigation retrofit measures identified on the PIS and approved by the Division. If required by the local building official, certified drawings will be developed for mitigation improvements and approved by a State of Florida Registered Professional Engineer or Florida Registered Architect as required. The Recipient shall select a Qualified, Licensed Florida Contractor in accordance with the Recipient's procurement policy to complete the SOW for each Division approved structure.

Task 4 (Construction): Upon completion and approval of Tasks 1 through 3 by the Division, the construction phase shall commence. The Recipient, or its Subcontractors, shall complete all mitigation retrofit measures as approved by the Division that have been identified on the PIS. The minimum level of required service includes, but is not limited to the completion of all or some of the mitigation retrofit measures identified the PIS. All construction work shall be completed by a Qualified and Licensed, Florida Contractor.

Task 5 (Final inspection): Upon completion of the mitigation retrofit improvements, a post inspection must be performed by the Recipient and a member of the Division's Technical Unit to ensure that all activities on the scope of work have been properly completed in compliance with issued building permits, as well as, any and all applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications.

Requests for reimbursement: During the course of the Fiscal Year, the Recipient is required to submit, at a minimum quarterly, Request for Reimbursements (RFR). The recipient is required to submit a quarterly report on the progress of the overall project. The quarterly report is due no later than fifteen (15) calendar days past the end of the quarter (see table 1). Documentation is required to support each RFR, Examples of supporting documentation are provided below for both construction expenses and project management expenses. In some cases, all the mitigation retrofit improvements

may not be fully completed; however, a partial reimbursement request may be submitted. Additional documentation in the form of an Affidavit signed by the project manager attesting to the completion of the work identified in RFR is required.

Construction expenses: The Recipient will pre-audit bills, invoices, and/or charges submitted by the subcontractors and pay the subcontractors for approved bills, invoices, and/or charges. Recipient will submit Reimbursement Requests (Attachment D) to the Division with copies of Subcontractor's bills, invoices, and/or charges and Proof-of-Payment by the Recipient in the form of cancelled checks, payroll records, electronic payment verification, etc. The Recipient shall ensure that the Contractor's Invoice clearly identifies each mitigation item installed.

Project management expenses: The Recipient shall provide 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 must be clearly shown.

DELIVERABLES:

Deliverable 1 (Identification and inspection): The Recipient will provide to the Division a copy of the Uniform Mitigation Verification Inspection Form and any additional information provided by the certified mitigation inspector or building official.

Due Date: Mitigation reports identifying the recipients selected structures are due within forty-five (45) days of the final contract execution date. The Recipient may continue to identify additional properties for addition to the project until April 15, 2020 at which no additional properties will be considered for mitigation activity.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed $15,000) and expenses associated with project identification, plan development, and inspection services.

Deliverable 2 (Submission of the PIS): Based on the work described in Tasks 1 and 2, the Recipient shall submit, in an electronic format, the completed Initial Project Information Spreadsheet (PIS). All the requested information identified by the PIS is required and shall be provided, including multiple color photographs provided in digital format. The color photographs may be sent by email, one structure per email, or via the Division's File Transfer Protocol (FTP) site. The HLMP Project Number and property owner name must be in the subject line of an email. In the FTP method, each property shall be in a separate file. The file names need to be short but identifiable. File names such as last name and address number (jones1234), or recipient's tracking number on the PIS. Approval of individual properties will be based on a combined BCA ratio.

Due Date: Initial PIS is due within forty-five (45) days of the final contract execution date. Recipient requested addition or deletion of properties is due by April 15, 2020.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed $15,000) and Construction Expenses associated with project identification, plan development, completion, and submission of the initial Division's Project Information Spreadsheet (PIS).

Deliverable 3 (Scope of work development): Based on the work described in Task 3**,** the Recipient shall submit, in an electronic format, a spreadsheet that contains the following information:

a) Recipient Name and HLMP Project Number;
b) Property Owner's Name;
c) Selected Contractor's Name and date of Contractor selection for each mitigation measure;
d) Detailed description of mitigation activities to be implemented on each structure that includes unit count, measurements, material and labor costs; and,
e) Florida Product Approval Code for each mitigation product to be installed.

Due Date: Within fourteen (14) days of Contractor selection.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed $15,000) associated with the approved Project's SOW, bidding process, or Contractor selection and creation of detailed spreadsheet.

Deliverable 4 (Construction): Based on the work described in Task 4, the Recipient shall provide a Request for Reimbursement (RFR) Package that includes the following information:

a) Recipient's Invoice, to include;
- The Period of Performance;
- A breakdown of material and labor cost;
- Description of Work Performed; and,
- Payment amount requested for reimbursement.

b) Request for Reimbursement; (Attachment D)
- Signed and dated Summary Page with relevant Detail Pages;
- Sub-Contractor's Invoice:
    a. Sub-Contractor Name;
    b. Property owner name and address;
    c. Date work performed;
    d. Exact mitigation measure completed; and,
    e. Amount requested for each mitigation measure,

- Copies of Canceled Checks or Electronic Funds Payment Verification;
- Quarterly Report; and,
- Affidavit of Partial Competition (if applicable).

Due Date: Deliverable 4, is due on a regular basis, but shall be submitted at least quarterly, starting with the first quarter after the final Agreement execution date and every quarter thereafter. It shall include the quarterly report. The quarterly submission is due fifteen (15) calendar days after the close of the quarter.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed $15,000) and Construction Expenses associated with all the mitigation retrofit improvements. The mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted.

Deliverable 5 (Final inspection): Based on the work described in Task 5, the Recipient shall provide a Final Close-Out Package digital media device that will include the following:

a) Request for Final Inspection, which may be sent ahead of the storage device to expedite scheduling of final inspection, on agency/company letter head identifying the HLMP Project number, contract number and must include the following statements:
   - The project is 100% complete;
   - Scope of Work for each structure has been completed; and,
   - All relevant building Codes and Standards have been satisfied.

b) A digital media device that contains electronic folders for each individual property. The folders must have PDF formatted documents for each of the following:
   - Approved PIS;
   - Scope of Work;
   - Color Photographs, in digital format, documenting mitigation work (pre and post);
   - Building Permit;
   - Post-Inspection Reports/Certificates of Completion for each structure;
   - Florida Approved Product Codes, Miami-Dade Approval Codes, Notice of Acceptance/Product Approvals; and,
   - All applicable Lien Waivers.

c) An Electronic Spreadsheet to include;
   - Homeowner's Name;
   - Homeowner's Address;
   - Pre and Post Inspection Dates;
   - Retrofit Measures Completed; and,
   - Retrofit Cost;

Due Date: A request for closeout is to be received by the Division on or before June 15, 2020.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management Expenses and Construction Expenses associated with Final Closeout preparation, final inspections, and any additional mitigation performed as required by final inspection. The "**Final Reimbursement Request"** must be submitted by August 15, 2020.

Financial Consequences: If the recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

a) Temporarily withhold cash payments pending correction of the deficiency by the recipient;
b) Disallow all or part of the cost of the activity or action not in compliance;
c) Wholly or partly suspend or terminate the current award for the recipient;
d) Withhold further awards for the program; or,
e) Take other remedies that may be legally available.

Key Deliverable Dates: The key deliverable dates are designed to aid the Recipient in fully expending the awarded grant funding. The Division will monitor the Recipient's performance by using the following dates as markers. Should the Recipient fall off this schedule, the Division will reach out to the Recipient and work towards an appropriate correction. The Division retains the right to review all Recipients for performance. Further, should the Recipient need additional time, the Recipient need only to demonstrate a work plan to the Division. These dates assume blue sky conditions throughout the life of the grant. Should the Division or the Recipient be impacted by disaster, event, or incident, the deliverable dates would be altered.

KEY ACTIVITY	DUE DATE	COMMENT
Deliverable 1: Identification and Inspection	No later than 45 days post contract execution.	Additional structures may be considered for mitigation until April 15, 2020.
Deliverable 2: Submission of the PIS	No later than 45 days post contract execution.	
Deliverable 3: Scope of Work Development	No later than 14 business days after vendor selection.	
Deliverable 4: Construction	To be completed by June 1, 2020.	Completion of all mitigation retrofit work.

Deliverable 5: Final Inspection	No later than June 15, 2020.	
Deliverable 5: Final Invoice	No later than August 15, 2020.	Cannot be released until the Division receives recommendation to close out the project by the Technical Unit.

Budget: The Budget is designed to account for HLMP Awarded Funds. Each invoice and request for reimbursement should clearly identify the amount of HLMP funds requested and provide supporting documentation.

This is HLMP Project Number HLMP19-000, Recipient Vendor Name., The Period of Performance for this project shall start upon contract execution and ends June 30, 2020.

EXPENDITURE CATEGORIES	**AWARD**
Salary & Benefits	
Other Personnel / Contractual Services	
Project Management Expenses	$15,000
Construction Expenses	$179,000
Totals	$194,000

EXHIBIT "B"
ACKNOWLEDGEMENT
RFP-DEM-18-19-045
HURRICANE LOSS MITIGATION PROGRAM

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: _____ FEID #: _____

Address: _____

City: _____ State: _____

Zip Code: _____

Telephone Number: _____ E-Mail Address: _____

Authorized Signature: _____ Date: _____

Printed / Typed: _____Title: _____

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

EXHIBIT "C" SCORESHEET RFP-DEM-18-19-045 HURRICANE LOSS MITIGATION PROGRAM	Total Points Earned
Evaluator Name:	
Name of Proposer:	
Transmittal Letter - Up to 2 Points	
Required Information: Proposer includes the following information: RFP Number, Organization Name: Must be an eligible Proposer as defined in Section 5.0, Project Title: A short title that adequately describes the project, Federal Tax ID Number, Submission Category, and Point of Contact Information: Name, title, address, telephone number, cell number, (if applicable), and email address.	0/1
Signature by Authorized Official: Proposer includes signature of authorized city or organization official.	0/1
	___of 2
Executive Summary – Up to 10 Points	
Project Description: Proposer includes brief description and purpose of the grant project.	0/2/4
Capabilities and Qualifications: Proposer includes brief descriptions of the resources available to them throughout the project.	0/2
Experience: Proposer explains the history of experience that the city or organization has had with project and/or grant management.	0/2

Approach: Proposer provides approaches for grant's promotion, selection of the structure, contractor bidding, and quality control and compliance methods.	0/2
	___ of 10
Project Team – Up to 20 Points	
Identification of Managers and Key Personnel: Proposer identifies the Project Manager and key personnel on the Proposer's project team.	0/5
Relevant Summary of Qualifications and Experience: Proposer provides a summary of the Project Manager's qualifications and each team member's relevant experience as it relates to the Scope of Work.	0/5/8
Successful Completion of a Grant Cycle: Proposer identifies and summarizes a grant cycle experience where they had successfully completed all necessary requirements for completion.	0/5/7
	___ of 20
Work Plan – Up to 20 Points	
Project Timeline: Proposer identifies milestones and number of days to complete each respective milestone and projected date of completion, DEM report submission, deliverable dates, invoice dates and estimated project start and finish dates.	0/5/10
Team Member's Responsibilities: Proposer identifies individual team members' work responsibilities, estimated time to complete the task and how the assignment relates to the project timeline.	0/5

Performance measures/meeting scheduled deadline: Proposer establishes and discusses the methodology that will be used to measure performance and maintain schedules..	0/5
	___ of 20
Needs/Justification – Up to 48 Points	
Identify Need: Proposer clearly identifies a demonstrated mitigation need.	0/5/10
Vulnerability: Proposer provides information and/or history on proposed area and residents, as they have been or are capable of being impacted by weather conditions.	0/5/10
Financial Need: Proposer use income statistics to define a financial need.	0/5/8
Solution: Proposer correlates the receiving of the grant to specific mitigation actions.	0/5/10
Short term/ Long term Benefits: Proposer defines short term and long term benefits to the community, and economic impacts at the state and local level.	0/5/10
	___ of 48
Total Score	_____ **of 100**

State of Florida
PUR 1001
General Instructions to Respondents

Contents

1. Definitions.
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17. Contract Formation.
18. Contract Overlap.
19. Public Records.
20. Protests.
21. Limitation on Vendor Contact with Agency During Solicitation Period

1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
(b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
(c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
(d) "Response" means the material submitted by the respondent in answering the solicitation.
(e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also

disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount ($25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential

respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

21. Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

State of Florida
PUR 1000
General Contract Conditions

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to

accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by

Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may

require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS.The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the

General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the

greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for

failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34.Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, 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." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon

mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.
State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

EXHIBIT D

CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals are received from respondents which are both certified minority businesses (as set forth above), and which are equal with respect to price , quality and service, the proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

A. 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.

B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection A.

D. In the statement specified in subsection A, notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, F.S., 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.

E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____

VENDORS SIGNATURE DATE

Catalog of State Financial Assistance (CSFA) #:_____

Contract Number:_____

STATE-FUNDED GRANT AGREEMENT

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 _____, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- The Division has the authority to grant these funds to the Recipient upon the terms and conditions below; and,
- The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

1. LAWS, RULES, REGULATIONS AND POLICIES

The Division and the Recipient shall be governed by all applicable State and Federal laws, rules, and regulations. 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.

A. This Agreement involves “state financial assistance,” as that term is defined in section 215.97(2)(q), Florida Statutes.

B. Under this Agreement, the Division serves as the “State awarding agency” as that term is defined by section 215.97(2)(p), Florida Statutes.

C. Under this Agreement, the term “Recipient”, as defined by section 215.97(2)(n), Florida Statutes, means a “nonstate entity that receives state financial assistance directly from a state awarding agency.”

D. As required by section 215.97(5)(a), Florida Statutes, this Agreement provides the recipient with “information needed by the recipient to comply with the requirements of” the Florida Single Audit Act.

E. As required by section 215.971(1), Florida Statutes, this Agreement includes:

(1) A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

(2) 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.

(3) A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

(4) A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(5) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

(6) A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

2. TERMS AND CONDITIONS

This Agreement, to include the attachments, contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Division and the Recipient.

3. EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4. MODIFICATION

This Agreement may only be modified or amended upon mutual written agreement of the Division and the Recipient. No oral agreements or representations shall be valid or binding upon either party to this Agreement.

5. SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

6. 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 Recipient. As part of his/her duties, the Grant Manager for the Division shall:

(1) Monitor and document Recipient performance; and,

(2) Review and document all deliverables for which the Recipient requests payment.

B. The Division's Grant Manager for this Agreement is:

_____

_____

_____

Telephone:_____

Fax:_____

Email:_____

C. The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

_____

_____

_____

Telephone:_____

Fax:_____

Email:_____

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.

7. PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on _____, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

8. 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 Recipient only for allowable costs incurred by the 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 $_____.

D. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

(1) The required minimum acceptable level of service to be performed; and,

(2) The criteria for evaluating the successful completion of each deliverable.

E. 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 Recipient.

F. For the purposes of this Agreement, the term "improper payment" means or includes:

(1) 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,

(2) 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.

G. 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.

9. PAYMENTS

A. Any advance payment under this Agreement is subject to Section 216.181(16), Florida Statues. 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 Recipient's quarterly reporting as referenced in paragraph 6 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 paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

10. 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, 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.

11. PROCUREMENT

A. The Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable state laws and regulations.

B. The Recipient shall maintain records sufficient to detail the history of any procurement. These records will include, but are not necessarily limited to the following:

(1) Rationale for the method of procurement;

(2) Selection of contract type;

(3) Contractor selection or rejection; and,

(4) The basis for the contract price.

C. The 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 Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

D. If the Recipient chooses to subcontract any of the work required under this Agreement, then the 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 Recipient within three (3) business days. While the 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 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 Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 16 above; and,

(2) Refuse to reimburse the Recipient for any costs associated with that solicitation.

E. If the Recipient chooses to subcontract any of the work required under this Agreement, then the 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 Recipient within three (3) business days. The Division will review the unexecuted contract for compliance with all applicable procurement standards. The Division will not substitute its judgment for that of the Recipient. While the 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 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 Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

(2) Refuse to reimburse the Recipient for any costs associated with that subcontract.

F. The Recipient agrees to include in any subcontract the following:

(1) The subcontractor is bound by the terms of this Agreement;

(2) The subcontractor is bound by all applicable state and federal laws and regulations; and,

(3) The subcontractor shall hold the Division and 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. The 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. The Recipient shall conduct any procurement under this agreement in a manner providing full and open competition. Accordingly, the Recipient shall not:

(1) Place unreasonable requirements on firms in order for them to qualify to do business;

(2) Require unnecessary experience or excessive bonding;

(3) Use noncompetitive pricing practices between firms or between affiliated companies;

(4) Execute noncompetitive contracts to consultants that are on retainer contracts;

(5) Authorize, condone, or ignore organizational conflicts of interest;

(6) Specify only a brand name product without allowing vendors to offer an equivalent;

(7) 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;

(8) Engage in any arbitrary action during the procurement process; or,

(9) 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. The Recipient shall not use a geographic preference when procuring commodities or services under this Agreement.

J. The Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with section 287.057(1)(a), Florida Statutes.

K. The Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with section 287.057(1)(b), Florida Statutes.

L. For each subcontract, the 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.

12. RECORDS

A. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Chief Inspector General of the State of Florida, the Division, the Department of Financial Services, 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 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 Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

B. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

C. 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.

D. 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.

E. The Recipient shall maintain all records for the 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.

13. INTELLECTUAL PROPERTY

A. Except as provided below, intellectual property rights to all property created or otherwise developed under or in connection with the performance of this Agreement are hereby reserved to and shall be owned by the State of Florida.

B. If the Recipient has pre-existing intellectual property rights, then the Recipient shall retain all rights and entitlements to that pre-existing intellectual property unless the Agreement provides otherwise.

C. If any intellectual property 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 Recipient shall refer the intellectual property to the Division for a determination whether the State of Florida will seek patent, copyright, trademark, or other intellectual property protection in its name.

D. Within thirty days of execution of this Agreement, the 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, copyright, trademark, or other intellectual property protection. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (a), have the right to all intellectual property which accrues during performance of the Agreement.

E. If the 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 Recipient shall become the sole property of the 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 Recipient, under this Agreement, for Florida government purposes.

14. AUDITS

A. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by Rule 10.554(1)(g) of the Rules of the Auditor General, GAAP are "those accounting principles generally accepted in the United States of America, as defined by the GASB *Codification of Governmental Accounting and Financial Reporting Standards*, Section 1000 *The Hierarchy of Generally Accepted Accounting Principles*." 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)."

B. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by Rule 10.554(1)(h) of the Rules of the Auditor General, GAGAS are "those audit standards set forth in the publication *Government Auditing Standards* issued by the Comptroller General of the United States." 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."

C. As defined by section 215.97(2)(a), Florida Statutes, the term “audit threshold” means “the threshold amount used to determine when a state single audit or project-specific audit of a nonstate entity shall be conducted in accordance with” the Florida Single Audit Act. The current audit threshold is $750,000.

D. As required by sections 215.97(2)(a) and 215.97(8)(a), Florida Statutes, “[e]ach nonstate entity that expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such nonstate entity shall be required to have a state single audit, or a project-specific audit, for such fiscal year in accordance with” the requirements of the Florida Single Audit Act and in accordance with “additional requirements established in rules of the Department of Financial Services and rules of the Auditor General.” In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, 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.

E. In accordance with section 215.97(8)(f), Florida Statutes, the 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 Recipient’s fiscal year.

F. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, then the 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 Recipient of such non-compliance.

G. If the Recipient expends less than $750,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the 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).

H. As required by section 215.97(5)(d), Florida Statutes, the Recipient shall provide the Division with “one copy of each financial reporting package prepared in accordance with” the requirements of the Florida Single Audit Act.

I. As defined by section 215.97(2)(e), Florida Statutes, the term “financial reporting package” means the Recipient’s “financial statements, Schedule of Expenditures of State Financial Assistance, auditor’s reports, management letter, auditee’s written responses or corrective action plan,

correspondence on followup of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes" of the Florida Single Audit Act.

J. In addition to the information listed in paragraph 10I above, the financial reporting package shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

K. Copies of financial reporting packages required by the Florida Single Audit Act shall be submitted by or on behalf of the Recipient directly to each of the following:

(1) The Division of Emergency Management at the following addresses:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
OR
DEMSingle_Audit@em.myflorida.com

(2) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

L. Additional information on the Florida Single Audit Act may be found at the following website: https://apps.fldfs.com/fsaa/singleauditact.aspx.

15. REPORTS

A. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and 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 30 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, the Division may withhold further payments until they are completed or

may take other action as stated in paragraph 15 REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

E. The Recipient shall provide additional program updates or information that may be required by the Division.

F. The Recipient shall provide additional reports and information identified in Attachment D.

16. MONITORING

A. The 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 conducted in accordance with paragraph 10 above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The 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 Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

17. DEFAULT

A. 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, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in paragraph 15.

B. If any of the following occur, then the Division may make payments or partial payments without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(1) Any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the 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;

(2) Material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(3) Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(4) The Recipient has failed to perform and complete on time any of its obligations under this Agreement.

18. REMEDIES

A. If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(1) Terminate this Agreement, provided that the 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 2 above;

(2) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(3) Withhold or suspend payment of all or any part of a request for payment;

(4) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(5) Exercise any corrective or remedial actions, to include but not be limited to:

(a) Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

(b) Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

(c) Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question;

(d) Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible; or,

(e) Exercise any other rights or remedies which may be available under law.

B. 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.

C. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the 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 Recipient.

19. TERMINATION.

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 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 Recipient with thirty calendar days 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 Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

20. LIABILITY

A. Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and 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, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

B. Any Recipient which is a state agency or subdivision, as defined in Section 768.28, 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 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.

21. 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 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 is 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 Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the 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 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 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:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

(2) 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;

(3) 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 21F(3) of this certification; and

(4) 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 Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

H. In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

I. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

J. The Division reserves the right to unilaterally cancel this Agreement if the 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 Recipient created or received under this Agreement.

K. If the 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.

L. 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 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.

M. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

22. LOBBYING PROHIBITION

A. 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."

B. 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.

23. ATTACHMENTS

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:

(1) Exhibit 1 - Funding Sources

(2) Attachment A – Budget and Scope of Work

(3) Attachment B – Program Statutes and Regulations

(4) Attachment C – Recordkeeping

(5) Attachment D – Reports

(6) Attachment E – Justification of Advance Payment

(7) Attachment F – Warranties and Representations

(8) Attachment G – Certification Regarding Debarment

(9) Attachment H -- Statement of Assurances

24. LEGAL AUTHORIZATION

The 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 Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

_____

By:_____

Name and title: _____

Date:_____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By:_____

Name and Title: _____

Date:_____

Board of County Commissioners • Escambia County, Florida

J. Taylor Kirschenfeld, Interim Assistant
County Administrator

July 19, 2019

Florida Division of Emergency Management
C/O Jenene Helms
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

RE: RFP-DEM-18-19-045 Hurricane Loss Mitigation Program

To Whom It May Concern:

Please accept the enclosed proposal in response to the above referenced request for proposal. Escambia County is an eligible local governmental entity as defined by section 215.97(2)(j) and a qualified proposer as defined in Section 5 of the RFP.

Escambia County Wind Retrofit Project proposes to mitigate multiple residential structures located in Escambia County that are not in compliance with the current edition of the Florida Building Code with the funding requested. All retrofits or other installations of mitigation devices on the structures shall comply with the Florida Building Code and be systemic in nature whenever possible.

Federal Tax ID Number: 59-6000598

Point of Contact Information:

Clara Long, Division Manager
Community Redevelopment Agency
Neighborhood & Human Services Department
Escambia County
221 Palafox Place, Suite 200
Pensacola, Florida 32502
Phone: (850) 595-3596
Email: cflong@myescambia.com

Thank you in advance for consideration of our project.

Respectfully,

J. Taylor Kirschenfeld

EXHIBIT "B"
ACKNOWLEDGEMENT
RFP-DEM-18-19-045
HURRICANE LOSS MITIGATION PROGRAM

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: Escambia County FEID #: 59-6000598

Address: 221 Palafox Place, Suite 200

City: Pensacola State: Florida

Zip Code: 32502

Telephone Number: (850) 595-3596 E-mail Address: cflong@myescambia.com

Authorized Signature: Date:

Printed/Typed: J. Taylor Kirschenfeld Title: Interim Assistant County Administrator

NOTE: In submitting a response, the proposer acknowledges that they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Project Title: Escambia County Residential Wind Retrofit Project

EXECUTIVE SUMMARY

PROJECT DESCRIPTION

Escambia County is applying for the maximum $194,000 grant to provide wind mitigation assistance to Escambia County residents. An estimated 25-35 homes could be wind retrofitted with this grant.

Highest priority is to protect the county's investment by wind retrofitting homesteaded homes that Neighborhood & Human Services Department rehabilitation funds, with emphasis on Escambia County Community Redevelopment Areas. Second priority is to protect the county's affordable housing stock by wind retrofitting homesteaded homes owned by low, limited, or fixed income residents requesting Hazard Mitigation Grant Program (HMGP) 25% match assistance.

If any excess grant funds are available after priorities one and two are met, we will provide wind retrofit assistance to any Escambia County residents that have an underfunded or unfunded 75% Residential Wind Retrofit Project in progress at REBUILD Northwest Florida, Inc. (REBUILD).

All residential wind mitigation projects funded by this grant award will be completed through the award winning REBUILD Residential Wind Mitigation Program. REBUILD will provide all application, inspection, engineering, construction management, and program management services.

All residential wind retrofits/installations performed through the REBUILD's residential wind retrofit program are systemic and follow all certified drawings and scopes of work approved by a Florida Registered Professional Engineer to ensure all structures are strengthened to withstand at least 130 miles per hour wind speed using ASCE 7-05, and 150 miles per hour wind speed using ASCE 7-10, in both instances with 3 second gusts, for Building Category II, Exposure C. The activities could include: replacement of roof covering, strengthening of roof deck attachment, installing opening protection, sheathing and/or bracing gable ends, or installing additional roof to wall connections.

OVERALL CAPABILITIES AND QUALIFICATIONS SUMMARY

REBUILD has successfully managed an ongoing residential mitigation wind retrofit program for over 12 years. During REBUILD's experience, production level of 50 wind retrofits completed per week was successfully reached and maintained.

REBUILD will implement and manage the project from start to finish. REBUILD's experienced inspector and licensed engineer will provide professional services of inspection, evaluation, and engineering. In addition, REBUILD has an active contract with an experienced construction management firm that will manage the construction project, and provide various experienced, licensed carpentry, shutter, decking adhesive, roofers, and garage door sub-contractors to complete the construction projects.

RELATIVE PREVIOUS EXPERIENCE

REBUILD has earned the support of local LMS groups as the primary organization addressing the vulnerabilities of our community's residential structures. Currently, REBUILD has wind retrofitted over 14,170 residential structures owned by either private individuals or non-profit agencies. In October 2009, REBUILD's mitigation program received the State of Florida Emergency Management Frank Reddish Mitigation Program of the Year Award.

APPROACH FOR ACCOMPLISHING SERVICES

Upon grant contract execution, Escambia County will contract with REBUILD to begin accepting county referrals, completing applications, and scheduling inspections for homeowners.

Once project inspections and engineering are done, REBUILD will submit PIS required information to DEM for review and project approval. At that time, projects will also be assigned to REBUILD's experienced construction management firm for confirmed bids.

As confirmed bids are received, REBUILD will review them in detail. The accuracy of all unit costs and measurements will be verified before a project bid will be approved. Once both the DEM project approval and the approved confirmed bids are received, the homeowners will be contacted immediately to sign all required permitting paperwork. REBUILD will then release projects to the experience construction management firm to begin construction.

Project progress reports will be continually monitored by REBUILD's experienceds staff using REBUILD's program database to maintain schedules. In-progress project reports and other reviews will be conducted routinely by REBUILD to prevent potential performance issues through early detection of potential problems.

After the project is completed, a post inspection will be performed by an experienced wind retrofit construction manager and the local building inspections office to ensure that all scope of work items are properly completed in compliance with the engineer of record's drawings, as well as, any and all applicable codes and industry standards.

PROJECT TEAM

The success of REBUILD's residential wind retrofit program is directly attributable to the team that consists of highly experienced program staff and sub-contractors, making it one of the most experienced teams in the nation. The team includes the following professionals:

William Merrill – Vice President of Engineering - B.S. Civil Engineering and a Registered Professional Engineer in Florida and Alabama. Mr. Merrill has 14 years' experience as an engineering and design professional with an emphasis on structural wind loads. Has additional experience in wind mitigation inspections, environmental design, and permitting. Other experience includes: develop, design, permit and inspection of residential subdivisions; expert witness for storm water damage; roadway and bridge design. Mr. Merrill manages and directs REBUILD inspections and construction staff and provides contractor oversight.

Sandra C. Woodbery – COO/Program Manager - B.S. Psychology. Mrs. Woodbery has over 10 years direct leadership experience for REBUILD working with the Chief Executive Office, Board of Trustees, and the Executive Board to establish goals, strategies, plans and policies. In 2006, she developed the processes and procedures to implement and run a one-of-a-kind, high volume Residential Mitigation Program. Under her leadership, REBUILD's Residential Mitigation Program was awarded the State of Florida Emergency Management, 2009 Frank Reddish Mitigation Program of the Year Award, and was chosen to be highlighted in a "FEMA Best Practices" article about recipients of Hazard Mitigation Grant Program (HMGP) funding. Ms. Woodbery manages and directs REBUILD program administrative staff and provides contract compliance oversight.

REBUILD has an active contract with an experienced Construction Management Firm to solicit individual bids from qualified, licensed, and skilled contractors, to provide on-site project management services, to pull permits, to coordinate the project, and to pay individual contractors.

Rob Zimmerman, Emerald Coast Constructors, Owner and General Manager – Sub-Contractor - Bachelor's Degree in Building Construction, Florida State Certified General Contractor. Mr. Zimmerman has been involved with REBUILD's wind mitigation program since 2011. Mr. Zimmerman leads the construction management firms contracted with REBUILD's standard Residential Mitigation Program.

References

REBUILD has successfully implemented, completed, and closed wind retrofit grant programs with similar scopes of work to include the following:

Florida Division of Emergency Management
Kathleen Marshall, Community Program Administrator
(850) 922-5944
kathleen.marshall@em.myflorida.com

Hazard Mitigation Grant - Ivan Escambia 1551-12	07HM-5@-01-27-08-001
Hazard Mitigation Grant - Ivan Santa Rosa 1551-32	08HM-2G-01-67-08-007
Hazard Mitigation Grant - Dennis 1595-30	08HM-4G-01-27-08-006
Hazard Mitigation Grant - Katrina 1602-31	08HM-5G-01-27-08-012
Hazard Mitigation Grant - Charlie Escambia 1539-171	10HM-06-01-27-08-018
Hazard Mitigation Grant - Charlie Santa Rosa 1539-172	10HM-06-01-27-08-019
Hazard Mitigation Grant - Frances 1545-18	10HM-12-01-27-08-010
Hazard Mitigation Grant - Jeanne 1561-172	10HM-23-01-27-08-018
Hazard Mitigation Grant - Gustav 1806-05	11HM-3F-01-27-08-004-ARC/UCP
Hazard Mitigation Grant - Gustav 1806-08	17HM-3F-01-27-08-232
Hazard Mitigation Grant – Severe Weather 1831-24	17HM-3G-01-27-08-233

Florida Division of Emergency Management
Brianna Beynart, Hurricane Loss Mitigation Program Manager
(850) 815-4516
Brianna.Beynart@em.myflorida.com

Residential Construction Mitigation Program	10RC-26-13-00-102-205
Residential Construction Mitigation Program	11RC-62-12-00-08-246
Residential Construction Mitigation Program	12RC-55-01-27-08-175-ARC Gateway
Residential Construction Mitigation Program	12RC-5S-01-27-08-176-United Cerebral Palsy
Residential Construction Mitigation Program	12RC-5S-13-00-08-161
Residential Construction Mitigation Program	13RC-52-13-00-08-285
Residential Construction Mitigation Program	14RC-6V-12-00-08-204
Residential Construction Mitigation Program	14RC-6V-01-27-01-226-Esc.County Gov't
Residential Construction Mitigation Program	16RC-Q3-01-27-04-369
Residential Construction Mitigation Program	17RC-A7-01-27-04-358
Residential Construction Mitigation Program	18HL-AG-01-27-04-004

Project Title: Escambia County Residential Wind Retrofit Project

WORK PLAN

The project will be started immediately upon the notice of award. The goal is to complete the scope of work to wind retrofit all units (a minimum of 25 up to 35) on or before June 1, 2020. Below are the individual team members' work responsibilities, estimated time to complete the task, and the objectives/outcomes related to the project timelines and deliverables:

Process Stage	REBUILD Staff Assigned	Specific Task with Estimated Timeline	Objectives/Outcomes Related to Project Timeline and Deliverables
Deliverable 1 – Identification and Inspection	REBUILD Inspectors under the direct supervision of Engineer, William L. Merrill	First batch of properties will be inspected within 2 weeks after the executed contract with REBUILD. Subsequent inspections will be completed routinely until all priority 1 and 2 are met and/or all available grant funding is obligated.	Critical structural information required for the scope of work development and the completion of Task 1,2,and 3 will be obtained. Pre-existing mitigation improvements, estimated roof square footage, estimated square footage of windows & doors, and gable ends reinforcements will be included in the inspector's data.
Deliverable 3 – Scope of Work Development	Engineer, William L. Merrill	All first batch properties will have engineering and scope of work development or denial recommendations completed and contractor recommended. Subsequent inspections will be reviewed weekly.	Florida Registered Engineer will provide sealed scope of works and certified drawings required by the local building officials or will provide sealed denial recommendations for each property reviewed. The seal scope of work will be the confirmation that the structure can be retrofitted to effectively improve structural survivability. Additional mitigation needs will always be identified by the engineer in a separate statement on his sealed scope of work.
Program Data Processing and Packaging	REBUILD Grant Compliance Staff under the direct supervision of Program Manager, Sandra C. Woodbery	Estimates, photos, property data, inspection data, and engineering data will be batched and prepared for submission of PIS and confirmed bids requested.	Initial Property Information Spreadsheet (PIS), will be completed and submitted to the Division for preliminary Benefit Cost Analysis (BCA) for each of the properties recommended for wind retrofit. The Uniform Mitigation Verification Inspection Form will be completed and submitted as required. The batch submission will identify if the structure is on grade or not, if any unpermitted work occurred on the structure, and if there are any outstanding liens or judgments attached to the structure or its underlying property.
Confirmed Bids	REBUILD Construction Staff under the direct supervision of Engineer, William L. Merrill	Confirmed bids will be reviewed and analyzed for consistency, accuracy, and cost comparisons on a weekly basis.	Final selection of a qualified, licensed Florida wind retrofit contractor(s) to complete the scope of work for each Division approved residential structure.

Deliverable 2 – Submission of the PIS	REBUILD Grant Compliance Staff under the direct supervision of Program Manager, Sandra C. Woodbery	Electronic detailed spreadsheet information will be collected and submitted to the Division on all approved projects **within 45 days of the contract execution date** and all subsequent approved projects **on or before April 15, 2020,**	Confirmation that all Division approved properties can be wind retrofitted with the grant funds awarded to Escambia County.
Construction Begins	Contractor(s)	All construction documents will be completed by REBUILD, signed by homeowners, and paid/filed by the contractor weekly. All approved properties will be permitted by the end of the 3rd quarter.	Construction shall commence – Task 4.
Deliverable 4 - Construction and Final Inspection Completed	Licensed Building Official/Inspector and Homeowner	All mitigation retrofit improvements on all approved projects and all required final inspections will be completed **on or before June 1, 2020**.	The completion of Task 4 and coordination of Task 5. Obtain post-inspection reports and color photos, signed Certificates of Completion for each residential structure for final Division inspection request and Final Close-Out Package CD.
Quality Assurance Inspections	Engineer, William L. Merrill	REBUILD will perform Quality Assurance photo reviews and/or inspections whenever necessary to ensure the construction work is completed as defined by the engineer and performance standards and schedules are maintained.	Construction performance measures and schedule maintenance.
Deliverable 4 – Construction Completed and Final Invoices Submitted.	Construction Management Firms and Program Manager, Sandra C. Woodbery	The contracted construction management firm will pay the individual contractors upon successful completion of the work and REBUILD will pay the contracted construction management firm when the project has been completed, final inspections are completed, and the homeowner signs a Certificate of Completion (COC). REBUILD will compile and complete the quarterly and the final Request for Reimbursement (RFR) Packages. Quarterly RFRs will be sent at least quarterly within 10 days after the close of the quarterly and finally on or before **August 15, 2020**.	Reimbursement requests are submitted at least quarterly and final invoice submitted on or before August 15, 2020.

Reporting	Program Manager, Sandra C. Woodbery	Reporting will be completed on at least a quarterly basis and submitted with the quarterly RFRs or more frequently upon request.	Administrative performance measures and schedule maintenance.
Deliverable 5 – Final Inspection	Program Manager, Sandra C. Woodbery	Compile and complete the Final Close-Out Package CD on or before **June 15, 2020.**.	Project 100% complete,

Project progress reports will be continually monitored using REBUILD's program database to maintain schedules. In-progress project reports and other reviews will be conducted routinely by REBUILD to prevent potential performance issues through early detection of any problems.

After the project is completed, a post inspection will be performed by an experienced wind retrofit construction manager and the local building inspections office to ensure that all scope of work items are properly completed in compliance with the engineer of record's drawings, as well as, any and all applicable codes and industry standards.

NEED/JUSTIFICATION

The wind damage risk to homes in Escambia County area is significant and supported by the International Residential Code (IRC), and the International Building Code (IBC). ASCE 7 (American Society of Civil Engineers, Minimum Design Loads for Buildings and Other Structures) has also designated these counties as "Hurricane-Prone Regions" because of their location relative to the coastline. Statistics support the statement that every structure in the tri-county area and all of their jurisdictions are at a **very high risk** of being damaged by a wind event. The Panhandle of Florida, along with South Florida, has historically had more hurricane impacts than the rest of the southeastern portion of the United States. And as such, hurricanes are the most significant naturally occurring events to threaten our community.

Mitigation these structures directly relates to the overall goal and objectives of both the State Hazard Mitigation Plan and the Local Mitigation Strategy Plans for Escambia County. Specifically these plans state that counties are to establish strategies to reduce vulnerabilities of people and structures in hazard prone areas.

Our area experienced an EF3 tornado causing significant damage to residential structures that were not wind retrofitted through REBUILD's program. Structures that were directly adjacent to a REBUILD wind retrofit structure, exhibited significant damage, destruction, or otherwise appeared to be uninhabitable. The REBUILD wind retrofitted structures were all intact and habitable with damage that appeared to require relatively minimal repair. Observed damages on REBUILD wind retrofitted homes were limited to shingle losses, vinyl siding/soffit damages, and damages resulting from fallen trees. The need for our wind retrofit services has been identified, demonstrated, and justified

REBUILD Northwest Florida, Inc. has applied for the HLMP grant on behalf of Escambia County homeowners on waiting lists awaiting funding for repair work that includes mitigation retrofits from Escambia County rehabilitation programs as well as those seeking 75% wind retrofit assistance that are not eligible for Hazard Mitigation Grant Program (HMGP) funding (post 2001 construction). The need in our county exceeds the unfunded post 2001 constructed homes and the remaining HMGP funds awarded to REBUILD. At some point, REBUILD will complete its mission in our area or will exhaust all of its available Hazard Mitigation Grant Program funds. Before REBUILD's experience and expertise is no longer available in our area, this year Escambia County would like to provide additional residential wind retrofit assistance to as many Escambia County homeowners as possible.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16554 **County Administrator's Report 9. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/15/2019
Issue: Letter of Support - Brownsville Slowfest 2019
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Letter of Support for the Brownsville Slowfest 2019 - Joy Jones, P.E., Engineering Department Director

That the Board authorize the Chairman to sign the Letter of Support for the Brownsville Slowfest 2019 for the Historic Brownsville Community.

BACKGROUND:

County staff was recently approached by Mr. Christian Wagley and Mr. Mike Kilmer, requesting Board support for the upcoming Brownsville Slowfest, to be held on Saturday, October 5, 2019, along West Cervantes Street between "S" and "V" Streets within the city limits.

Per the Slowfest website (www.brownsvilleslowfest.com), the intent of the event is to "re-purpose two lanes for parking and parklets." The event plans to have music, poetry, food, and art representing the diverse culture of the Brownsville community.

The organizers are responsible for receiving all necessary state and local permits, providing the necessary maintenance of traffic (MOT) plan, and installing the MOT plan to accommodate the event.

There is no funding obligation from the County.

Mr. Mike Kilmer, of the Historic Brownsville Community, submitted a Letter of Support for consideration.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Senior Assistant County Attorney, Kristin Hual, has reviewed the Letter of Support.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, staff will provide the signed Letter of Support to the organizers for proper implementation.

Attachments

Letter of Support

August 15, 2019

Mike Kilmer
Historic Brownsville Community
Brownsville Community Center
3100 W. DeSoto Street
Pensacola, FL 32505

Re: Brownsville Slowfest 2019 – Letter of Support

Mr. Kilmer,

During the regular board meeting held on August 15, 2019, the Board of County Commissioners considered your letter dated July 25, 2019, requesting support for the inaugural "Brownsville Slowfest" event scheduled on Saturday, October 5, 2019.

It is with great pleasure that I may inform you the Board voted unanimously to extend its support for the event. The Board commends your organization's initiative to restore the viability of Brownsville's central business corridor as a community hub, and we wish you great success with the upcoming event.

If you should require any assistance, please contact David Forte, Division Manager, Escambia County Engineering Department, Transportation and Traffic Operations Division at 850-595-3404 or dvforte@myescambia.com.

Sincerely,

Lumon J. May, Chairman
Commission District 3
Escambia County, FL Board of County Commissioners
221 Palafox Place, Pensacola, FL 32502

cc: Janice P. Gilley, County Administrator
Chips Kirschenfeld, Interim Assistant County Administrator
Joy Jones, P.E., Engineering Department Director
Wes Moreno, Public Works Department Director
David Forte, Transportation & Traffic Operations Division Manager

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16509 **County Administrator's Report 9. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/15/2019
Issue: Schedule a Public Hearing to Consider the Vacation of a Portion of Unopened Right-of-Way Known as Boyd Avenue
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of a Portion of Unopened Right-of-Way known as Boyd Avenue - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding a Petition to Vacate a Portion of Unopened Right-of-Way known as Boyd Avenue, as petitioned by Cindy A. Naumowicz, as Successor Trustee of the Marguerite Ann Arenberg Living Trust, dated April 6, 2011, represented by Daniel P. Saba, Esquire:

A. Authorize the scheduling of a Public Hearing for October 3, 2019, at 5:32 p.m., to consider the Petition to Vacate a Portion of Unopened Right-of-Way known as Boyd Avenue,(approximately 0.18 acres), as petitioned by Cindy A. Naumowicz, as Successor Trustee of the Marguerite Ann Arenberg Living Trust, dated April 6, 2011, represented by Daniel P. Saba, Esquire: and

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

The real property mentioned in this Petition to Vacate is located in Commission District 4.

BACKGROUND:

This portion of Boyd Avenue runs from Olive Road to Interstate 10. The Petitioner's family has owned the property located at 3575 Nobles Street for 30 years. Petitioner is requesting to vacate the unopened right-of-way east of her property known as Boyd Avenue,(approximately 0.18 acres).

Staff has reviewed the request and there are no concerns or issues other than possible encroachments in the unopened right-of-way (fencing).

Utility companies have been contacted. AT&T, Emerald Coast Utilities Authority, Pensacola Public Works Department, nor Transcore, Inc. have any concerns nor issues with the vacation request.

Gulf Power has no facilities in the area, however they did mention that there is a power pole east of the unopened right-of-way that services the Petitioner's home and the neighbor to the east of the unopened right-of-way. If either resident requests that the power pole be moved, it would be at their expense and not Gulf Power's.

Pensacola Energy does not have an interest in maintaining an easement through the vacated area. However, a natural gas main is currently active in the right-of-way. A No Objection Letter was issued by Pensacola Energy and the main will be capped at the Petitioner's expense.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised, and all owners of property within 500 feet will be notified.

Attachments

Petition to Vacate_Boyd Ave
Aerial Map_Boyd Ave
No Objection Letter_Pensacola Energy

PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a portion of unopened right-of-way known as Boyd Avenue in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), Cindy A. Naumowicz as successor trustee of the Marguerite Ann Arenberg Living Trust Dated April 6, 2011 presently x own(s) do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

That portion of Walton Avenue (Plat), now known as Boyd Avenue (Field) pursuant to the plat of Tippin Subdivision recorded in Plat Book 3, Page 39, of the public records for Escambia County, Florida, lying south of Nobles Street and lying north of the northerly right of way line of Interstate 10 adjacent to Blocks 4 and 15 of Tippin Subdivision.

2. That the Petitioner(s), Cindy A. Naumowicz desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 07 Township 1 South Range 29 West and recorded in Plat Book 3, Page 39 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, Petitioner(s) request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

Cindy A. Naumowicz as successor trustee of the Marguerite Ann Arenberg Living Trust dated April 6, 2011

Petitioner(s) Name

3575 Nobles Street

Street Address

Pensacola FL

City State

850-478-0108

Phone Number

Daniel P. Saba, Esquire

Agent's Name

850-995-1102

Agent's Phone Number

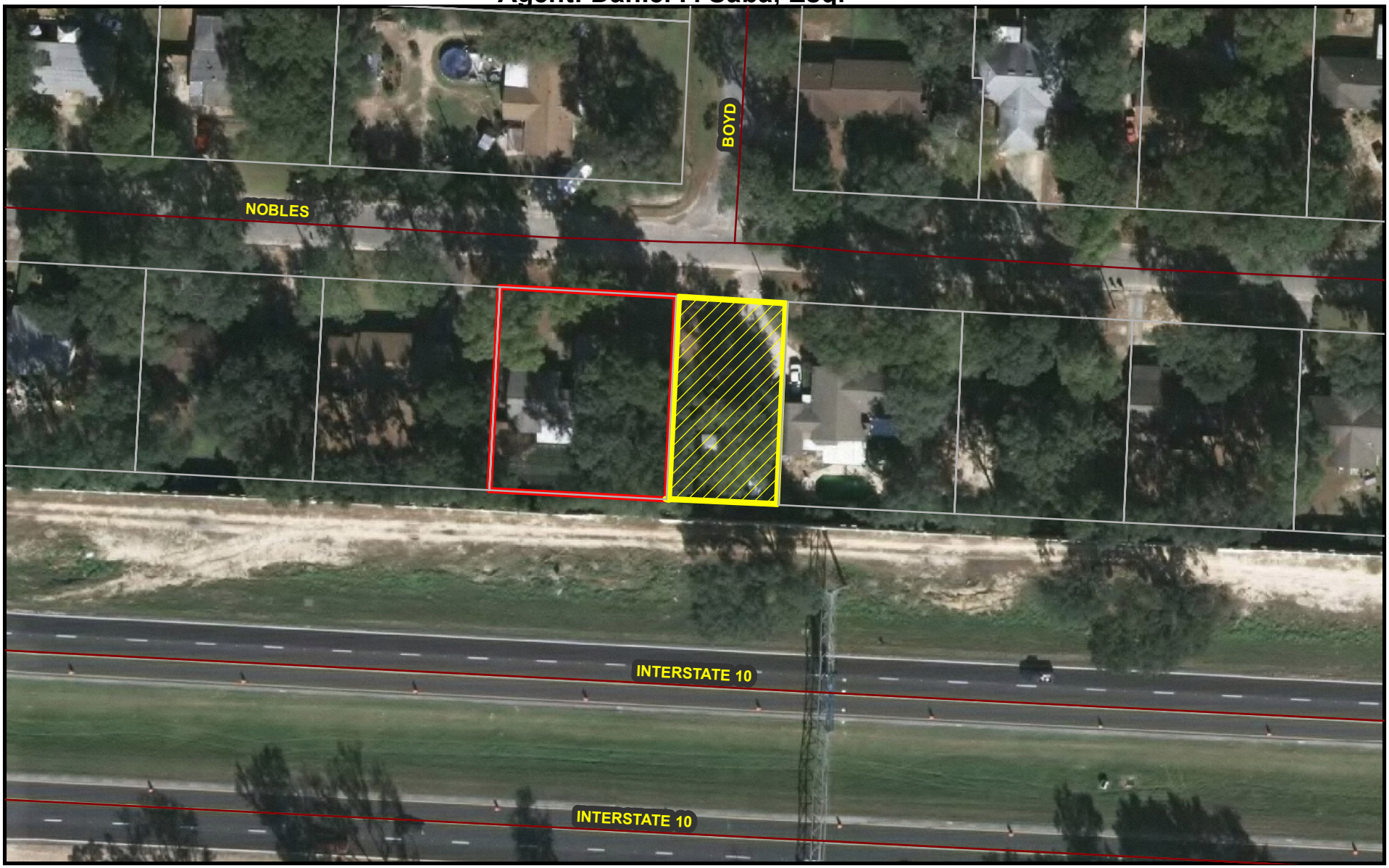
5/17/2019

Date:

REQUEST TO VACATE: A PORTION OF UNOPENED RIGHT-OF-WAY KNOWN AS BOYD AVENUE BETWEEN NOBLES STREET AND INTERSTATE 10

Petitioner: Cindy A Naumowicz

Agent: Daniel P. Saba, Esq.



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MLW 6/10/19 DISTRICT 4

2016
Aerial Photo

Petitioner's Property

Area To Be Vacated

July 17, 2019

Amanda Fahnestock
Legal Assistant to Daniel P. Saba
Locklin, Saba, Locklin & Jones, P.A.
4557 Chumuckla Highway
Pace, FL 32571

Re: Vacate Request for a Portion of Boyd Ave.

Ms. Fahnestock,

Pensacola Energy has reviewed the Petition to Vacate a portion of Boyd Avenue. A natural gas main currently exists in the right-of-way of the unopened portion of Boyd Avenue south of Nobles Street right-of-way. With the agreement presented by your office from Ms. Naumowicz to pay the cost to cap and abandon the existing gas main in the amount of $915.00, Pensacola Energy has no objection to the Petition to Vacate you submitted.

If you are interested in moving forward or have additional questions, please contact me at (850) 474-5319.

Sincerely,

Diane Moore
Gas Distribution Engineer
Pensacola Energy

cc; Mrs. Dena L Faessel, Administrator of Operations

I have received the invoice in the amount of $915.00 from Pensacola Energy for "labor and materials to perform steel stopper and cut, cap and abandon steel gas main." I agree to pay this invoice should Escambia County vacate the portion of unopened right-of-way of Boyd Avenue as requested in the Petition to Vacate.

Date: 7/9/19

Cindy Naumowicz
as Successor Trustee of the
Marguerite Ann Arenberg Living Trust
Dated April 6, 2011

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16617 **County Administrator's Report 9. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/15/2019
Issue: Not Exceeding $10,000,000 Escambia County, FL Environmental Improvement Revenue Refunding Bonds (International Paper Company Project) Series 2019B
From: JoLinda Herring, Shareholder
Organization: Bryant Miller Olive P.A.
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling and Advertising of a TEFRA Public Hearing Concerning the Issuance of the Escambia County, Florida, Environmental Improvement Revenue Refunding Bonds (International Paper Company Project), Series 2019B, for the Purpose of Refunding Certain Outstanding Bonds Currently Outstanding and Issued by the County on Behalf of International Paper Company – JoLinda Herring, Shareholder, Bryant Miller Olive P.A.

That the Board authorize the scheduling and advertising of a Tax Equity and Fiscal Responsibility Act (TEFRA) public hearing for 5:33 p.m., on September 5, 2019, for consideration of authorizing the issuance by the County of its not to exceed $10,000,000 Environmental Improvement Revenue Refunding Bonds (International Paper Company Project), Series 2019B (the "Bonds").

BACKGROUND:

The proposed Bonds are to be issued to refinance the costs of the acquisition, construction, installation and equipping of certain sewage and solid waste disposal facilities at the Company's Pensacola Mill (the "Mill"), by refunding the County's Environmental Improvement Revenue Bonds, 2009 Series B (International Paper Company Project). The Mill is owned and operated by the Company and is located at 375 Muscogee Road in Cantonment, Florida. The Bonds do not constitute the debt or indebtedness of the County within the meaning of any provision or limitation of the statutes or Constitution of the State of Florida, and shall not constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing powers. The Bonds will be industrial development revenue bonds within the meaning of Chapter 159 Part II, Florida

Statutes.

BUDGETARY IMPACT:

The County will not be required to make any payments or incur any costs for the Bonds. The County shall be also be reimbursed by the Borrower for out of pocket expenses as outlined in Chapter 46, Article VII, of the County's Code of Ordinances (the "Conduit Bonds Ordinance").

LEGAL CONSIDERATIONS/SIGN-OFF:

JoLinda Herring, Bryant Miller Olive P.A., the County's Bond Counsel, will review the documents on behalf of the County to insure that the County has no liability or obligation under the Bonds. Further, the County's Financial Advisor, Public Resources Advisory Group, will also review the financing on behalf of the County.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Bonds will comply with the Board's requirements for the issuance of conduit bonds, as established in the Conduit Bonds Ordinance.

IMPLEMENTATION/COORDINATION:

Execution by the authorized officers of the Board of the final financing and closing documents will be required at or prior to the Closing.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16634 **County Administrator's Report 9. 12.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/15/2019
Issue: Escambia County Health Facilities Authority Reappointments
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reappointments to the Escambia County Health Facilities Authority - Janice P. Gilley, County Administrator

That the Board approve the reappointments of Arthur J. Hall, Jr., and J.H. Keith Bullock to the Escambia County Health Facilities Authority, to serve a four-year term, effective August 22, 2019, through August 21, 2023, as requested by Virginia L. Yeagle, Administrator, Escambia County Health Facilities Authority.

A General Alert was posted on the County's Website from July 17, 2019, to July 31, 2019, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia Health Facilities Authority. The letter from Virginia Yeagle on behalf of the Escambia County Health Facilities Authority is the only response that was received. Ms.Yeagle's letter, Mr. Hall's Resume, and Mr. Bullock's Resume are provided for review.

BACKGROUND:

This Escambia County Health Facilities Authority (Authority) was created in accordance with Chapter 74-323, Laws of Florida, Acts of 1974. The purpose of the Authority is to assist health facilities in the acquisition, construction, financing and refinancing of projects in any incorporated or unincorporated area within the geographical limits of Escambia County.

Ms. Virginia Yeagle, Administrator, Escambia County Health Facilities Authority, on behalf of the Authority, has requested that the Board reappoint Mr. Hall and Mr. Bullock. Mr. Hall was first appointed in 1995 and Mr. Bullock was first appointed in 2013. The Authority is recommending that both Mr. Hall and Mr. Bullock be

reappointed to serve another four-year term.

A General Alert was posted on the County's Website from July 17, 2019, to July 31, 2019, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia Health Facilities Authority. The letter from Virginia Yeagle on behalf of the Board of the Escambia County Health Facilities Authority is the only response that was received.

Ms. Yeagle's letter, Mr. Hall's Resume, and Mr. Bullock's Resume are provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments / reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter from Virginia Yeagle, Mr. Hall's Resume, Mr. Bullock's Resume

General Alert - Health Facilities Authority

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

Capital Finance Solutions for Non-Profit Health Facilities

June 24, 2019

Mr. Matthew Coughlin
Interim Escambia County Administrator
221 Palafox Place
Suite 420
Pensacola, FL 32502

Re: Reappointment of Board Members Arthur J. Hall, Jr. and J.H. Keith Bullock

Dear Mr. Coughlin:

We are contacting you on behalf of the Health Facilities Authority Board to request the reappointment of two of our board members whose terms expire on August 21, 2019. Board Members Arthur J. (Jim) Hall, Jr. and J.H. Keith Bullock have each agreed to serve for a new four year term if reappointed by the Board of County Commissioners.

Enclosed are the current resumes of Mr. Hall and Mr. Bullock. Both of these men bring a wealth of banking, finance and construction experience and knowledge to the Authority which has greatly benefited the Authority's ability to finance and support capital projects for our local non-profit health care agencies. We are very fortunate they are willing to donate their time and expertise to serve our Board and our community.

The Authority requests that Mr. Hall and Mr. Bullock each be reappointed for another term commencing August 22, 2019 and ending on August 21, 2023.

Please contact us if additional information is needed. Thank you for your assistance in this matter.

Sincerely yours,

Eugene Franklin
Chairman

Virginia L. Yeagle,
Administrator

Copies to:
Mr. Jim Hall
Mr. Keith Bullock

Street Address: 1019 N. 12th Avenue • Pensacola, FL 32501 • 850-432-7555
Mailing Address: P.O. Box 2667 • Pensacola, FL 32513-2667 • 850-433-8845 (fax)

RESUME

ARTHUR J. HALL, JR
3350 North 18th Avenue
Pensacola, Florida 32503
Home: 850-434-6125
Cell : 850-572-0787

PERSONAL

Retired Senior Vice President, Regions Bank. Married with two daughters.

CAREER EXPERIENCE

December 2009 – June 2017 (Retired June 2017)
Senior Vice President / Special Assets Officer – Regions Bank – Responsibilities included the management of a Special Assets team for the resolution of large commercial problem loans throughout the Southeast.
Worked with customers and attorneys to resolve problem asset situations that had no attributes providing for a successful resolution for the borrower and bank.

September 2007 – December 2009
Senior Vice President and Real Estate Area Sales Executive for Northwest Florida. – Regions Bank - Responsibilities included the management of a 30 person real estate lending team in North Florida. The purpose of the team was to service an existing real estate loan portfolio of over $800,000,000, and for the production of new loans.
Worked with lenders in all aspects of business development to identify and qualify prospective customers. Assisted servicing team with day to day activities associated with the maintenance of the existing portfolio.

November 2004 – September 2007
Senior Vice President and Area Credit officer for Northwest Florida. (Perdido Key, Fl. To Tallahassee, Florida). Regions Bank - Responsible for the initial loan approvals, and ultimate credit quality of the real estate loan portfolios of the North Florida Real Estate Teams. Responsibilities included: Counsel with the team manager, lenders, and their assistants to address potential real estate lending opportunities. Attracting and properly structuring new real estate credit transactions, with a strong emphasis to balance pricing, credit quality and sales production.

Individual Loan Approval Authority - $15,000,000 (Individual Transaction)
Acted as liaison between the lending teams, upper management, internal Loan Review, and Governmental Examiners.

June 1997 – November 2004
Senior Vice President and Area Credit officer for Northwest Florida and Mississippi. (Perdido Key, Fl. To Tallahassee, Florida and the State of Mississippi). AmSouth Bank and Regions Bank – via merger - Responsible for the initial loan approvals, and ultimate credit quality of the real estate loan portfolios of the North Florida Real Estate Teams. Responsibilities included: Counsel with the team manager, lenders, and their assistants to address potential real estate lending opportunities. Attracting and properly structuring new real estate credit transactions, with a strong emphasis to balance pricing, credit quality and sales production.

Individual Loan Approval Authority - $5,000,000 per transaction and $10,000,000 per relationship.

June 1993 – July 1997
Relationship Manager III of the Commercial Real Estate Lending Team, Vice President, AmSouth Bank. Promoted to Relationship Manager III in 1996. Responsible for the development, management and sustaining of real estate credit relationships by prospecting, cross-selling, credit review and analysis, and customer service.

Responsibilities and accomplishments include:
Exceeding prescribed goals focusing on department budgeting, loan growth, revenue growth, customer profitability, call planning and activity, and product usage.
Negotiate loan closings documents, and the coordination of all parties associated with the closing of a real estate credit.
Coordination of office staff to properly service and maintain all commercial real estate construction loans through the construction phase, and until the credit is repaid.
Origination of approximately $275,000,000 in real estate transactions during this time, while maintaining exceptional credit quality.
Served on bank Due Diligence team visiting and analyzing financial institutions targeted for acquisition.

Nov. 1987 - June 1993
Senior Commercial Real Estate Loan Officer, Vice President, AmSouth Bank. Responsibilities included: Origination of commercial real estate loans, via the solicitation, development, and strengthening of customer relationships. Negotiation and preparation of proper loan documentation.
Supervision and management of the Residential Construction and Commercial Real Estate lending areas.
Worked closely with bank attorneys in bankruptcy and foreclosure efforts, and the management, and disposition of real estate owned by the bank.

September 1980 – November 1987 – First Mutual Savings Association, Pensacola, Florida
CRE Loan Officer, Vice President, Commercial Real Estate Dept.
Loan Officer, Assistant Vice President, Commercial Real Estate Dept
District Branch Manager of three retail branches, Assistant Vice President
Assistant Savings Officer / Manager, Asst. Vice President, Savings Service Dept
Commercial / Construction Loan Manager

Feb. 1976 – Sept. 1980 – **Asst. V. P. and Branch Mgr., First Southern Federal Savings and Loan, Atmore, Al.**

January 1975 – February 1976 - **Loan Officer Trainee, First National Bank of Atmore, Alabama**

Education

December 1974 Bachelors Degree in Finance, The University of Alabama, Tuscaloosa, Al.

May 1972 Associates Degree, The Marion Military Institute, Marion, Al.

Professional, Civic, Charitable, and Social Organizations

Current – Vice Chair of the Board of Directors, Escambia County Health Facilities Authority
Vestry Member and Senior Warden of St. Christopher's Episcopal Church / Pensacola

Previous- Catholic High School PTA Board Member
Executive Committee Member (V. P.) and Board of Governors, Fiesta of Five Flags (Civic)
1996 Graduate of Leadership Pensacola
United Way Board Member
Chamber of Commerce Board Member
Board of Directors, Order of Tristan (Social)
Board of Directors, Conquistadors (Social)
Board of Directors of Pensacola Sports Association Foundation (Previously Chairman)

Volunteer Work

Volunteer Pensacola,
Diabetes Association,
Habitat for Humanity,
Boy Scouts,
University of West Florida

References

Provided Upon Request

J. H. Keith Bullock, AIA
3610 Molaree Drive
Pensacola, FL 32503
jhkeithb@gmail.com
850-982-8797

PROFESSIONAL EXPERIENCE

Senior Project Manager with Prime AE Group, Pensacola Fl. (2015- current)

Senior Project Director with Caldwell Associates Architects managing multiple project teams specializing in governmental and institutional architecture and planning activities. Project highlights include Bldg 1500 Command Headquarters, Pensacola NAS (2009-2015)

Principal and managing partner with SMB Architects, an architecture firm specializing in private sector developer driven markets with extensive focus in the hospitality market. (1992-2009)

Project Architect with Bullock Tice Associates. (1985-1992)

Managing partner in several single entity real estate development companies focused on office and residential development. (1992-2010)

EDUCATION

Oxford College at Emory University, 1976, Associates Arts

Auburn University, 1979, Bachelor of Environmental Design

Auburn University, 1980, Bachelor of Architecture

PROFESSIONAL AFFILIATIONS

Licensed Architect State of Florida #12563, Registration obtained in numerous other states

NCARB, Certificate Holder

American Institute of Architects

COMMUNITY

Escambia County Health Facilities Board, Board Member 2013-present.

Pensacola Rotary Club, President 2008-2009, Board of Directors 2003-05,2007-2010.

Northwest Florida Arts Council, Vice President, 2008, Board of Directors, 2004-2009.

Pensacola Museum of Art, President, 2004-2005, Treasurer, 2004, Board Member, 1996-2006.

BB&T Corporation, Pensacola Advisory Board, 2005-2010.

Fiesta of Five Flags, Vice President, 2006-07, Board of Governors, 2003-2006. City of

Pensacola, Planning Board, Chairman, 2001-2005, Vice Chair, 1998-2001.

AIA Florida, Secretary-Treasurer, 1995-97, Director, 1994-95.

Florida Northwest Chapter, AIA, President, 1993, Vice President, 1992, Treasurer, 1991.

Escambia County, Planning Board, 1995-1998.

City of Pensacola, Zoning Board, Vice Chairman, 1989-1995.

CONTINUING EDUCATION

Extensive continuing education credits with focus upon Urban Planning, Real Estate Development and Architecture

SKILL SETS / CORE COMPETENCIES

Thirty five years of experience in the real estate development / design / construction industries. Experience and skill sets span the life cycle of real estate development activity, from project inception through property operations. Expertise includes project feasibility, project entitlement, marketing, project management, project design, contract negotiations, construction management and property management activities.

Specific experience includes historic tax credit development, brownfield redevelopment, feasibility analysis, entitlement processes, financial analysis, due diligence and entitlement processes, project/enterprise management, lease negotiation, lease buy outs, tenant build outs, property management, concept planning, design and design documentation, contract negotiation, permitting, and construction administration. Areas of expertise include hospitality design, development feasibility, entitlement processes, project management and urban design.

Shamara J. Jernigan

From: Escambia County Community and Media Relations <noreply@myescambia.com>
Sent: Thursday, July 18, 2019 10:19 AM
To: Shamara J. Jernigan
Subject: Volunteers Sought for Health Facilities Authority

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Volunteers Sought for Health Facilities Authority

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for a possible appointment to the Escambia County Health Facilities Authority. Appointees serve without compensation.

The Escambia County Health Facilities Authority was established in accordance with Florida statutes. The authority's duties are to assist health facilities in acquisition, construction, financing and refinancing of projects. Knowledge of finance and/or health care administration required. Authority members serve a four-year term of office. Financial disclosure required.

Escambia residents interested in serving on the Escambia County Health Facilities Authority are asked to submit a letter and resume indicating their desire to serve by the close of business on Wednesday, July 31. Resumes should be submitted to Shamara Jernigan, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, FL 32502 or emailed to boardapply@myescambia.com.

Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official minutes and are subject to public records requests.

Requirements:

- An authority board member must be a resident of Escambia County. An appointee must be able to attend monthly board meetings during regular business hours and to travel out of town. This requires the board member to have an employer and/or occupation which provides flexibility to engage in volunteer community service activities.

- Under its current annual meeting schedule, the authority meets once a month on the third Tuesday at 4 p.m., except for the months of April and September when the board and staff attend educational conferences related to current topics in tax exempt capital financing for healthcare organizations. Monthly time commitments generally range from three to five hours per month, depending on business matters under consideration. For educational conferences, the board members are out of town for up to four days, twice a year.
- Board members must have reasonable computer skills and access to a computer running Windows 7 or higher, with the current version of Adobe Reader, Microsoft Word and Excel, and with high-speed internet access to receive email with attachments and download large PDF files containing meeting agendas and backup materials. A new board member will spend three to five hours for the initial orientation and training on authority operations.
- Board members must be able and willing to learn about (1) tax exempt bond financing and federal regulations related to municipal bond financing; (2) rules and regulations for municipal bond issuers; (3) current capital financing options and techniques for nonprofit healthcare organizations; and (4) Florida laws related to local government operations and finance.

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

Escambia County is committed to providing access and reasonable accommodations to individuals with disabilities to facilitate participation in county meetings or other county services, programs, or activities. For information or to make a request at least 72 hours before the scheduled meeting or other county activity, visit myescambia.com/ADA or call 850-595-4947.

Community and Media Relations
Phone: (850) 595-3476
Email: cmr@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16633 **County Administrator's Report 9. 13.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/15/2019
Issue: Scheduling a Public Hearing for 5:34 p.m. on September 5, 2019 for the Consideration of Adopting an Ordinance
From: Robert Bender, District 4 Commissioner
Organization: Commissioner, District 4
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing at 5:34 p.m., on Thursday, September 5, 2019, for the Consideration of Adopting an Ordinance Conserving and Preserving Properties on Santa Rosa Island - Commissioner Robert Bender, District 4

That the Board authorize the scheduling of the 5:34 p.m. Public Hearing, on Thursday, September 5, 2019, for the consideration of adopting an Ordinance conserving and preserving properties on Santa Rosa Island.

BACKGROUND:

On June 26, 2019, the Santa Rosa Island Authority received the proposed Ordinance to review. After holding two Committee workshops to discuss the proposed Ordinance, the Santa Rosa Island Authority Board will discuss the proposed Ordinance at their August 14, 2019, meeting.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office prepared the Non-Binding Referendum question for the November 6, 2018, general election ballot along with the Ordinance that the Board is considering scheduling for the Public Hearing on Thursday, September 5, 2019, at 5:34 p.m.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, Commissioner Robert Bender's office will work with the County Administrator's Office to place the Recommendation on the September 5, 2019, Agenda and with the County Attorney's Office to make sure the legal announcement is published.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16588 **County Administrator's Report 9. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Federally-Funded Subaward and Grant Agreement, Contract Number G0021
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a State of Florida, Division of Emergency Management Federally-Funded Subaward and Grant Agreement - John S. Dosh, Interim Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subaward and Grant Agreement, Contract Number G0021:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subaward and Grant Agreement, providing funds in the amount of $108,251, 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 from July 1, 2019, through June 30, 2020;

B. Authorize the Chairman or Vice Chairman to execute the Subaward and Grant Agreement; and

C. Authorize John S. Dosh, Interim Public Safety Department Director, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant with the following authority:

"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)."

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

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 this Agreement shall be in the Circuit Court of Leon County."

BACKGROUND:

Federal funds are provided to assist local governments in enhancing and sustaining all-hazards emergency management capabilities as it relates to the organization, planning, training, and exercises. These funds require a non-federal dollar-for-dollar match that is primarily fulfilled through the state funded Emergency Management Preparedness and Assistance (EMPA) Grant and then supplemented through the current and existing General Fund appropriation from the Escambia County Division of Emergency Management budget. This Agreement is providing funds in the amount of $108,251, with a contract period from July 1, 2019, through June 30, 2020.

BUDGETARY IMPACT:

The Grant funds are designed as an operational, planning, training, and exercise cost reimbursement to the Escambia County Division of Emergency Management with a non-federal dollar-for-dollar match requirement. The match requirement is primarily fulfilled through the state funded Emergency Management Preparedness and Assistance (EMPA) Grant and then supplemented through the existing General Fund appropriation from the Escambia County Division of Emergency Management budget. No additional funds are required to meet the match requirement or to implement this grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed the agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioner's Policies require Board approval for all Grant Agreements.

IMPLEMENTATION/COORDINATION:

John Dosh, Interim Public Safety Director, will oversee implementation upon approval of the Agreement. This Grant is being coordinated with FDEM.

Attachments

EMPG Grant Contract #G0021

Agreement Number: G0021

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:	EscambiaCounty
Sub-Recipient's unique entity identifier (DUNS):	07-507-9673-0000
Federal Award Identification Number (FAIN):	
Federal Award Date:	July 01, 2019
Subaward Period of Performance Start and End Date:	July 01, 2019 – June 30, 2020
Amount of Federal Funds Obligated by this Agreement:	$108,251.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$108,251.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	$108,251.00

Federal award project description (see FFATA): The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards, as authorized by Section 662 of the *Post Katrina Emergency Management Reform Act* (6 U.S.C. § 762) and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (42 U.S.C. §§ 5121 et seq.). Title VI of the *Stafford Act* authorizes DHS/FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, states, and their political subdivisions. The Federal Government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title, to support a comprehensive all hazards emergency preparedness system. The FY 2019 EMPG will provide federal funds to assist state, local, tribal, and territorial emergency management agencies to obtain the resources required to support the National Preparedness Goal's (the Goal's) associated mission areas and core capabilities. The EMPG program supports the Quadrennial Homeland Security Review Mission to Strengthen National Preparedness and Resilience.

Name of Federal awarding agency:	Department of Homeland Security
Name of pass-through entity:	Florida Division of Emergency Management
Contact information for the pass-through entity:	2555 Shumard Oak Boulevard Tallahassee, Florida 32399
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.042
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	29.26%

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_____, (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 the Scope of Work (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:

Teresa A. Warner
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone:850-815-4351
Email:Teresa.warner@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Brad Hattaway, Planning Coordinator
Division of Emergency Management
6575 North W Street, Pensacola, Florida 32505
Telephone: 850-471-6414
Email: bchattaw@myescambia.com

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 (Attachment A) and Scope of Work (Attachment B) of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin **July 1, 2019** and shall end on **June 30, 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 the Budget (Attachment A) and Scope of Work (Attachment B) of this Agreement. The maximum reimbursement amount for the entirety of this Agreement is $108,251.00__.

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 the Budget (Attachment A) and Scope of Work (Attachment B), 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) years from the date of submission of the final expenditure report. 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 (Attachment A) and Scope of Work (Attachment B) and all other applicable laws and regulations.

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: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11)AUDITS

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)(i), 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

(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 30 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 September 30, December 31, March 31 and June 30.

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 Quarterly Reports (Attachment D).

(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 the Budget (Attachment A) and Scope of Work (Attachment B) to this Agreement, and reported in Quarterly Reports (Attachment D).

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)TERMINATION.

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 days 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(i), 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(b), 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 – Proposed Program Budget Detail Worksheet

iii. Attachment B – Scope of Work

iv. Attachment C – Allowable Costs and Eligible Activities

v. Attachment D – Quarterly Reports

vi. Attachment E – Justification of Advance Payment

vii. Attachment F – Certification Regarding Debarment

viii. Attachment G – Warranties and Representations

ix. Attachment H – Statement of Assurances

x. Attachment I – 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. Justification of Advance (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 thirty (30) 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 F) 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. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23)<u>LOBBYING PROHIBITION</u>

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, sexual

orientation, gender identity, 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: ESCAMBIA COUNTY

By:_____

Name and Title: _Lumon J. May, Chairman_____

Date:_____

FID# __59-6000598_____

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

BCC Approved:_____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-25-2019

By:_____

Name and Title: **Jared Moskowitz, Division Director**

Date:_____

EXHIBIT – 1

I. FEDERAL RESOURCES AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Sub-Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

II. FEDERAL PROGRAM
Federal agency: Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)

Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number): 97.042

Notice of Funding Opportunity Title: Emergency Management Performance Grants

NOFO Number: DHS-19-GPD-042-04-01

Authorizing Authority for Program: Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation Authority for Program: Department of Homeland Security Appropriations Act, 2019 (Pub. L. No. 116-6)

Award amount: $ 108,251.00

III. COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program:

List applicable compliance requirements as follows:

1. 2 C.F.R. 200, Uniform Administrative Requirements for Federal Grants

2. Chapter 252, Florida Statutes

3. Fiscal Year 2019 Notice of Funding Opportunity

NOTE: 2 C.F.R. Part 200, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

ATTACHMENT A

PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

Funding from the Emergency Management Performance Grant is intended for use by the Sub-Recipient to perform eligible activities as identified in the Fiscal Year 2019 Notice of Funding Opportunity (NOFO) and must be consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Sub-Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment B).

Prior to execution of this Agreement, the Sub-Recipient shall complete the "Proposed Program Budget Detail Worksheet" listed below. If the Sub-Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Sub-Recipient changes the "Proposed Program Budget Detail Worksheet", then the Sub-Recipient's quarterly report must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

Grant	Recipient Agency	Category	Amount Allocated
FY 2019-2020 Emergency Management Performance Grant	ESCAMBIA COUNTY	Planning	$0.00
		Organization	$108,251.00
		Equipment	$0.00
		Training	$0.00
		Exercise	$0.00
		Management & Administration *(Up to 5% of total award)*	$0.00
Total Award			**$108,251.00**

FY 2019-2020 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Development of Emergency Plans			
Salaries			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			**$** 0.00
Allowable Organization Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries	1	$104,837.00	$104,837.00
Utilities (electric, water and sewage)			
Service/Maintenance agreements			
Office Supplies/Materials			
IT Software Upgrades			
Memberships			
Publications			
Postage	1	$14.00	$14.00
Storage			
Travel/per diem-homeland security meetings	1	$3,400.00	$3,400.00
TOTAL ORGANIZATION EXPENDITURES			**$**108,251.00
Allowable Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			

Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC equipment & supplies *(provide description of EOC equipment & supplies)*			
TOTAL EQUIPMENT EXPENDITURES			**$** 0.00
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries			
Develop, Deliver Training			
Workshops and Conferences			
Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			**$** 0.00
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits – Hiring of contractors or consultants			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			$0.00
Allowable Management and Administration Costs ***(Up to 5% of total award)***	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			$0.00
TOTAL EXPENDITURES			**$108,251.00**

REVISION DATE: _____

ATTACHMENT B
SCOPE OF WORK

The Emergency Management Performance Grant (EMPG) subgrant agreement authorizes reimbursement for eligible activities as identified in the Fiscal Year 2019 Notice of Funding Opportunity (NOFO). FY2019 allowable costs are divided into the following categories:

- **Planning;**
- **Organization;**
- **Equipment;**
- **Training;**
- **Exercise; and,**
- **Management and Administration**.

Eligible activities are outlined in Allowable Costs and Eligible Activities. The EMPG's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State and Local Comprehensive Emergency Management Plans and Chapter 252, Florida Statutes.

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

By signing this Agreement, the Sub-Recipient certifies that it will use these funds to enhance the county's Emergency Management Program.

Tasks & Deliverables:

The Sub-Recipient must successfully complete the following tasks and deliverables throughout the period of performance. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or working towards the completion of each task. Quarterly deliverables must be uploaded into the Division's SharePoint portal at https://portal.floridadisaster.org each quarter as stated in the scope of work. The Sub-Recipient must also provide a certification of completion on the deliverable checklist.

1. **Match.** Throughout the period of performance for this Agreement, the Sub-Recipient shall use non-Federal funds to match dollar for dollar all funds provided under this Agreement.

   Deliverables (due each quarter):
   - Provide Quarterly Match Form 3A to identify the non-federal match amount;
   - Supporting documentation is required if the federal obligation exceeds the EMPA award amount or using local funds to satisfy the match requirement. If using EMPA as match no additional supporting documentation is required.

   Supporting documentation must include invoices, receipts, paystubs, earning statements, cancelled checks, credit card statements, bank statements for proof of payment at least equal to the amount of reimbursement requested for that quarter.

2. **Validating Capabilities - National Incident Management System (NIMS).** All EMPG-funded personnel shall complete either the Independent Study courses identified in the Professional Development Series o*r* the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored state, local, tribal, territorial, regional or other designated location. Further information on the National Emergency Management Basic Academy and the Emergency Management Professional Program can be found at: https://training.fema.gov/empp/. Previous versions of the IS courses meet the NIMS training requirement. A complete list of Independent Study Program Courses may be found at http://training.fema.gov/is.

   In addition to training activities aligned to and addressed in the Training and Exercise Plan (TEP), all EMPG funded personnel must complete the following training requirements and record proof of completion:

   NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version), and
   Professional Development Series (PDS) or the Emergency Management Professionals Program (EMPP) Basic Academy

   Deliverable (due each quarter):
   - The FDEM Form 4 - Staffing Detail for all funded EMPG personnel;
   - Position descriptions for funded EMPG personnel and any position being used as match;
   - Training certificates for funded EMPG personnel listed on the FDEM Form 4 – Staffing Detail. If certificates are uploaded into SERT TRAC, the Grant Manager will request a copy of the transcript from the Training and Exercise Unit (T&E).

   NOTE: For quarters 2, 3, and 4, additional course completion documentation is required only if:
   - New personnel are listed on the Staffing Detail Form.

3. **Training and Exercises.** The Sub-Recipient shall develop and maintain a Multi-Year Training and Exercise Plan (MYTEP) that identifies a combination of exercises and associated training requirements that address priorities identified in the TEPW and builds from training gaps identified in the county assessment process.

   Training activities must enhance the capabilities of emergency management personnel, including establishing, supporting, conducting, and attending training deliveries. Training activities should align to a current, MYTEP developed through an annual Training and Exercise Plan Workshop (TEPW) and should reflect efforts to address training capabilities gaps.

   Exercises play a vital role in national preparedness by enabling whole community stakeholders to test and validate plans and capabilities, and identify both capability gaps and areas for improvement. Exercises also test capabilities, familiarize emergency management personnel with roles and responsibilities, and foster meaningful interaction and communication across organizations. Exercises bring together and strengthen the whole community in its efforts to prevent, protect against, mitigate, respond to, and recover from all hazards.

   Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current, Multi-Year TEP developed through an annual TEPW.

   Deliverables:
   - Provide the percentage of completed training and exercise activities listed on the current MYTEP **(due each quarter)**;
   - Update the County 2021-2023 MYTEP by April 30, 2020 **(due 4th quarter)**;
   - Provide sign in sheet or certificate of participation in at least three (3) exercises for funded EMPG personnel during the period of performance **(due 2nd through 4th quarter)**

4. **Inventory Management - Distribution Management Plan.** All EMPG Sub-Recipients must provide an Inventory Management component to the Division's Distribution Management Plan to include the identification of resources including commodities, equipment and supplies in the event of a disaster.

   Section 252.35 (2)(g), Florida Statutes, requires the Division to:
   - Ascertain the requirements of the state and its political subdivisions for supplies and equipment of all kinds in the event of a disaster; and
   - Plan for and either procure supplies, medicines, materials, and equipment or enter into memoranda of agreement or open purchase orders that will ensure their availability.

   Completion of this requirement ensures statewide resource requirements are identified.

   Deliverable (due 4th quarter):

   - Provide an inventory list of resources on the Logistics Distribution Inventory Management form. All fields must be completed, items must be "typed" appropriately, and physical location recorded. The Logistics Distribution Inventory Management form can be located in the Division's SharePoint portal.

ATTACHMENT C
ALLOWABE COSTS AND ELIGIBLE ACTIVITIES

I. Categories and Eligible Activities

The 2019 EMPG Funding Guidance allowable costs are divided into the following categories: **planning, organization, equipment, training, exercise, and management and administration.**

Allowable Costs

A. Planning

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPG Program funds may be used to develop or enhance emergency management planning activities.
Some examples include, but not limited to:

- Emergency Operation Plans
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans
- Local Comprehensive Emergency Management Planning

Planning Costs Supporting Documentation: Provide copies of completed plan, contracts, Memorandum of Understanding or agreements with consultants or sub-contractors providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports). Copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.

B. Organization

EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime and backfill, compensatory time off, and associated fringe benefits, are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Eligible “Organization Cost” items include, but are not limited to:

- Salaries and Fringe Benefits - provide copies of certified timesheets with employee and supervisor signature documenting hours worked or FDEM Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports).
- Utilities (electric, water and sewage)
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades

- Memberships
- Publications
- Postage
- Storage
- Other Personnel/Contractual Services
    - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
    - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- Maintenance and Enhancement
    - Major repairs to the County Emergency Operations Center (Need prior EHP approval)
    - Central Heat/Air (Need prior EHP approval)
    - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
    - Security Improvements (i.e. Cameras and equipment to operate)
    - Generators and Installation (Need prior EHP approval)

Maintenance and Sustainment
The use of FEMA preparedness grants funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide Sub-Recipients the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be in: (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants, located at: http://www.fema.gov/media-library/assets/documents/32474.

Organization Costs Supporting Documentation: For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or FDEM Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports). Expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

The Quarterly Tasks (Form 1B) is due every quarter with the quarterly financial report. This is to identify emergency management personnel, all EMPG funded employees and the completion of the required tasks and deliverables as outlined in the scope of work during the agreement period.

C. Equipment

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at https://www.fema.gov/authorized-equipment-list. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical**,** Biological**,** Radiological**,** Nuclear**,** and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Requirements for Small Unmanned Aircraft System

All requests to purchase Small Unmanned Aircraft System (SUAS) must comply with Information Bulletin (IB) 426 and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPG. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over $100,000.

Equipment Acquisition Costs Supporting Documentation: Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. Provide the Authorized Equipment List (AEL) # for each equipment purchase.

D. Training

EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

All EMPG-funded personnel are expected to be trained emergency managers. In addition to training activities aligned to and addressed in the TEP, all EMPG -funded personnel (including full- and part-time state, local, tribal and territorial (SLTT) recipients and subrecipients) shall complete the following training requirements and record proof of completion:

(1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) AND;

(2) Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

Professional Development Series or Basic Academy		
PDS **Professional Development Series**		**Basic Academy** **Basic Academy Pre-requisites and Courses**
IS-120.a An Introduction to Exercises		IS-100 (any version) Introduction to the Incident Command System
IS-230.d Fundamentals of Emergency Management		IS-700 (any version) National Incident Management System (NIMS)-An Introduction
IS-235.b Emergency Planning	**OR**	IS-800 (any version) National Response Framework, An Introduction
IS-240.b Leadership and Influence		IS-230.d Fundamentals of Emergency Management
IS-241.b Decision Making and Problem Solving		E/L101 Foundations of Emergency Management
IS-242.b Effective Communication		E/L102 Science of Disasters
IS-244.b Developing and Managing Volunteers		E/L103 Planning Emergency Operations
		E/L104 Exercise Design
		E/L105 Public Information & Warning

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally-sponsored CERT training
- Mass evacuation training at local, state, and tribal levels

Allowable training-related costs include the following:

- ***Develop, Deliver, and Evaluate Training.*** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Multi-Year TEP and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- ***Overtime and Backfill.*** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- ***Travel.*** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- ***Hiring of Full or Part-Time Staff or Contractors/Consultants.*** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- ***Certification/Recertification of Instructors.*** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

  When conducting a training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the FDEM State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

> [T]he coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and

work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

In order for travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the particular conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules."

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. *See* section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state."). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:

Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:

- $6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
- $11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.); and,
- $19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).

Section 112.061(a), Florida Statutes, establishes the per diem amounts. All travelers are allowed:

- The authorized per diem for each day of travel; or,
- If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed $20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates:
The Division shall not reimburse for any meal allowance that exceeds $6 for breakfast, $11 for lunch, or $19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

Hotel Accommodations:
A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.

Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed $150 per night.

Training Costs Supporting Documentation: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment and a copy of the agenda, certificates and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must

be provided. Proof of payment is also required for all travel and conferences. 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: 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 participation of the individual in the travel is necessary to the Federal award.

E. Exercises

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current, Multi-Year Training and Exercise Plan (MYTEP) developed through an annual Training and Exercise Planning Workshop (TEPW).

Allowable exercise-related costs include:

- ***Design, Develop, Conduct and Evaluate an Exercise.*** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- ***Hiring of Full or Part-Time Staff or Contractors/Consultants.*** Full or part–time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- ***Overtime and Backfill.*** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- ***Travel.*** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- ***Supplies.*** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- ***Other Items.*** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division at least twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be

submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

Exercise Costs Supporting Documentation: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment and a copy of Exercise Plan (EXPLAN), After-Action Report/Improvement Plan (AAR/IP) and sign in sheets for conducted exercises (if using pre populated sign in sheets they must be certified by the Emergency Management Director or Lead Exercise Planner verifying attendance).

F. Management and Administration (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Management and Administrative Costs Supporting Documentation:

For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or FDEM Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports). Costs for M&A activities are allowed up to 5% of the total award amount.

Indirect Costs

Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of Sub-Recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), Sub-Recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award.

I. Construction and Renovation

Construction and renovation projects for a state, local, territorial, or Tribal government's principal Emergency Operations Center (EOC) as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (located in the Related Documents tab of the EMPG grants.gov posting) to their Regional EMPG Manager for review. Additionally, recipients are required to submit a SF-424C Form and Budget detail citing the project costs.

When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been

completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Sub-Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1 and FEMA Instruction 108-1-1, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award, and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program Sub-Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq*.). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website: https://www.dol.gov/whd/govcontracts/dbra.htm

Unallowable Costs

- Unallowable Equipment: Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Expenditures for weapons systems and ammunition
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities and projects unrelated to the completion and implementation of the EMPG Program

In general, Sub-Recipients should consult with their Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

II. Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review. Additionally, all Sub-Recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. The EHP screening form is located https://www.fema.gov/media-Preparedness Grants Manual | April 2019 Page 19
library/assets/documents/90195, and further EHP guidance can be found at https://www.fema.gov/media-library/assets/documents/118323.

Procurement
All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Any local procurement policy.

FINANCIAL CONSEQUENCES:

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, may result in the following penalty:

- A 10% reduction of the overall amount authorized by this Agreement.

The Division shall apply the penalty each quarter during which the Recipient fails to successfully complete each of the required tasks. During this Agreement, up to four penalties may be imposed; and, each penalty shall be applied cumulatively.

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task required by this Agreement, then the Recipient shall notify the Division immediately. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.

ATTACHMENT D
QUARTERLY REPORTS

Sub-Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year; and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.

Reporting Period	Report due to FDEM no later than
July 1 through September 30	October 30
October 1 through December 31	January 30
January 1 through March 31	April 30
April 1 through June 30	July 30

The Sub-Recipient shall provide the Division with <u>full</u> support documentation for the quarterly financial reports.

A. The Quarterly Tasks Form 1B is due with your quarterly financial report each quarter. This form identifies the required tasks and deliverables as outlined in the scope of work and identifies funded EMPG personnel during the agreement period.
B. The Quarterly Match Form (Form 3A) is due each quarter for Sub-Recipients to identify funds being used to match the federal obligation. If the federal obligation exceeds EMPA or using local funds supporting documentation is required. The Sub-Recipient must identify the non-federal match on Form 3A and provide supporting documentation if applicable (i.e. invoices, cancelled checks, earning statements, payroll expense reports, credit card statements, bank statements, etc.). Cost-matching requirements must be in accordance with 2 C.F.R. 200.306. To meet matching requirements, the Sub-Recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.
C. The final Close Out report is due sixty (60) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. invoices, canceled checks, earning statements, payroll expense reports, credit card statements, bank statements).

D. **Programmatic Point of Contact:**

Contractual Point of Contact	Programmatic Point of Contact
Teresa A. Warner FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4351 Teresa.warner@em.myflorida.com	Karen Lyons FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4325 Karen.Lyons@em.myflorida.com

ATTACHMENT E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:

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.

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 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

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 Sub-Recipient's Name

_____ _____
Name and Title DEM Contract Number

_____ _____
Street Address Project Number

_____
City, State, Zip

_____
Date

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: _Monday through Friday, 8:00 am -5:00 pm, excluding holidays_____

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
STATEMENT OF ASSURANCES

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their 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.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, 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 that has been identified by the Secretary of the Department of Housing and Urban Development as an 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.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, 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 Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its sub-recipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

ATTACHMENT I
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

AI-16590 **County Administrator's Report 9. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: State-Funded Grant Agreement to Update the Hazardous Materials Facility Analysis Data
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State-Funded Grant Agreement to Update the Hazardous Materials Facility Analysis Data - John S. Dosh, Interim Public Safety Department Director

That the Board take the following action regarding the State-Funded Grant Agreement between the State of Florida, Division of Emergency Management, and Escambia County, providing performance-based funding to the Escambia County Division of Emergency Management, in the amount up to $11,707, to update the Hazardous Materials Facility Analysis Data, for the period ending June 30, 2020:

A. Approve the State-Funded Grant Agreement between the State of Florida, Division of Emergency Management, and Escambia County; and

B. Authorize the Chairman or Vice Chairman to execute the Grant Agreement and all related documents as required to implement this Grant.

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

Section (21) Mandated Conditions, Subsection b, that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Projects, Cost Center 330323]

BACKGROUND:

The State of Florida, Division of Emergency Management (FDEM) contracts with Escambia County each year to update the local Hazardous Materials Site-Specific Analysis Data for facilities that use, store, and/or manufacture hazardous materials. Upon approval of this Grant Agreement, the Escambia County Division of Emergency Management will be paid up to $11,707 for providing contract deliverables in the effort to update this data by June 30, 2020.

BUDGETARY IMPACT:

State funds are being provided in an amount up to $11,707, with no match requirement. Funds for this Grant will be identified in Fund 110, Other Grants and Projects, Cost Center 330323.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has certified that this Grant Agreement is approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioner's policies require Board approval for Grant Contracts.

IMPLEMENTATION/COORDINATION:

Coordination of this Grant Agreement will be between FDEM and the Escambia County Division of Emergency Management, along with site inspections coordinated with local hazardous materials facilities.

Attachments

HAZMAT Grant Agreement

Agreement Number: _____

STATE-FUNDED GRANT AGREEMENT

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,** (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the Terms and Conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

a. 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 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 Recipient fails to perform the minimum level of service required by the Agreement.

iv. A provision specifying that the 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 Recipient is entitled under the Terms and Conditions of the Agreement must be refunded to the Division.

b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment E.

c. 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.

(2) 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 Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Recipient performance; and,

ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Donna T. Ray
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-815-4314
Email: donna.ray@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Brad Hattaway, Planning Coordinator
Escambia County Division of Emergency Management
6575 North W Street
Pensacola, Florida 32505
Telephone: 850-471-6414
Email: bchattaw@myescambia.com

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.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) 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.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Scope of Work, Attachment B of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin **July 1, 2019 and shall end on June 30, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

a. This is a fixed-fee 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 pay the Recipient only for the successful completion of each deliverable. The maximum payment amount for each deliverable is outlined in Attachment A of this Agreement ("Budget"). The maximum payment amount for the entirety of this Agreement is **$11,707.00**.

d. The Division will review any request for payment by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment C, which 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.

e. 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 period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

f. For the purposes of this Agreement, 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.

g. 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.

(9) RECORDS

a. As a condition of receiving State financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, 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 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 Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

c. 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 (3), basic requirements: (1) all 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 Recipient based upon the funds provided under this Agreement, the meetings of the 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.

d. 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.

e. The Recipient shall maintain all records for the 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 Scope of Work - Attachment B - and all other applicable laws and regulations.

f. **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: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the 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)."

b. When conducting an audit of the 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."

c. 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 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 (30) days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in Section 215.97(2)(i), 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 audits must be received by the Division no later than nine (9) months from the end of the Recipient’s fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

i. The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii. The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with progress reports and a Close-Out Report in accordance with Attachment C. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work, in addition to any other information requested by the Division.

b. The Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

c. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

d. The Recipient shall provide additional program updates or information that may be required by the Division.

e. The Recipient shall provide additional reports and information identified in Attachment C.

(12) MONITORING

a. The 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 C to this Agreement and reported in the Quarterly Report.

b. In addition to reviews of audits conducted in accordance with Paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The 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 Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. Any Recipient which is a State agency or subdivision, as defined in Section 768.28, 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 party 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 this Agreement.

(14) 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, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. 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:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the 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. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) 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 Mail™ or Certified Mail®, Return Receipt Requested, to the address in Paragraph (2) CONTACT 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 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 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 Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the 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 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 Recipient.

(16) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) 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 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 Recipient with thirty (30) calendar days 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 this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The 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 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. The Recipient shall document in the Quarterly Report the subcontractor’s progress in performing its work under this Agreement.

For each subcontract, the 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.

(18) ATTACHMENTS

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:

Exhibit 1 - Funding Sources
Attachment A – Budget
Attachment B – Scope of Work
Attachment C – Deliverables and Performance
Attachment D – 302 Facilities List
Attachment E – Program Statutes and Regulations
Attachment F – Financial Invoice Form
Attachment G – Justification of Advance Payment
Attachment H – Warranties and Representations
Attachment I – Certification Regarding Debarment
Attachment J – Statement of Assurances
Attachment K – Hazard Analysis Checklist
Attachment L – Hazard Analysis Site Visit Certification Form
Attachment M – Statement of Determination
Attachment N – Close-Out Reporting Form

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to 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 G. Attachment G 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 fixed-fee basis as needed.

b. Invoices shall be submitted in accordance with Attachment C and shall include the supporting documentation for 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 Recipient's Quarterly Reporting as referenced in Paragraph (11) REPORTS 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 Paragraph 8 of this Agreement, all obligations on the part of the Division to make any

further payment of funds shall terminate, and the Recipient shall submit its Close-Out Report within thirty (30) days of receiving notice from the Division.

(20) REPAYMENTS

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

In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, 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.

(21) 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 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 is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the 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. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The 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.

f. 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 thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or State agency, and which receives funds under this Agreement from the State 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 (5)-year period preceding this Agreement been convicted of or had a civil judgment rendered against it 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 (21)(g)(ii) of this certification; and

iv. Have not within a five (5)-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment I) for each intended subcontractor that Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. 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 Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

k. The Division reserves the right to unilaterally cancel this Agreement if the 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 Recipient created or received under this Agreement.

l. If the 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.

m. 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 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.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of 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.

o. All expenditures of State financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. 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 State.

r. Section 287.05805, Florida Statutes, requires that any State funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the State a security interest in the property at least to the amount of State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(22) LOBBYING PROHIBITION

a. 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.”

b. 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.

(23) 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. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this 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 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 Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the 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 Recipient shall become the sole property of the 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 Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION

The 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 Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment J.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

Name and title: Lumon J. May, Chairman_____

Date: _____

FEID# _59-6000598_____

Include a copy of the Delegation of Authority for the Signatory, if applicable.

ATTEST: Pam Childers
Clerk of Circuit Court

By:_____
Deputy Clerk

BCC Approved:_____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-31-2019

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Jared Moskowitz, Director____

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance Title: **Hazardous Materials Planning & Prevention Program**

Catalog of State Financial Assistance Number: **31.067**

$11,707.00.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Florida Emergency Planning and Community Right-To-Know Act (Chapter 252, Part II, Florida Statutes)
2. Hazards Analysis Contract Checklist and CAMEO*fm* Guide (Attachment K)
3. U.S. Environmental Protection Agency's Technical Guidance for Hazards Analysis https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances

NOTE: 2 C.F.R. Part 200, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Budget

Recipient: __Escambia County_

Performance Period:July 1, 2019 through June 30, 2020_____

Agreement Number: _____

1. First Payment (40% of Contract Amount) *(25% Hazards Analysis Submitted and Accepted)*	$ 4,682.80
2. Second Payment (40% of Contract Amount) *(25% Hazards Analysis Submitted and Accepted)*	$ 4,682.80
3. Final Payment (20% of Contract Amount) *(HA's Approved, Notifications, Zip Files Uploaded)*	$ 2,341.40
TOTAL AMOUNT	$ 11,707.00

Attachment B

Scope of Work

Purpose

On October 17, 1986, Congress enacted the Emergency Planning and Community Right to Know Act (EPCRA), also known as Title III of the Superfund Amendments and Reauthorization Act (SARA). EPCRA requires hazardous chemical emergency planning by Federal, State and local governments, Indian Tribes, and industry. Additionally, EPCRA required industry to report on the storage, use and releases of certain hazardous materials (HazMat).

At the Federal level, the U.S. Department of Environmental Protection Agency (EPA) administers EPCRA.

At the State level, the Florida Division of Emergency Management (FDEM) serves as the lead agency responsible for oversight and coordination of the local planning efforts required by EPCRA. Chaired by the Director of FDEM, the State Emergency Response Commission for Hazardous Materials (SERC) serves as a technical advisor and information clearinghouse for State and Federal hazardous materials (HazMat) programs. Additionally, the SERC conducts quarterly public meetings in varying locations throughout the State. Currently, SERC membership consists of 28 Governor-appointed individuals who represent the interests of State and local government, emergency services, industry and the environment.

At the district level, Regional Planning Councils (RPCs) each coordinate the activities of a Local Planning Committee (LEPC) that: (1) performs outreach functions to increase hazardous materials (HazMat) awareness; (2) collects data on hazardous materials stored within the geographical boundaries of the RPC; (3) develops hazardous materials emergency plans for use in responding to and recovering from a release or spill of hazardous or toxic substances; (4) submits hazardous materials emergency plans to the SERC for review; (5) provides the public with hazardous materials information upon request. LEPC membership consists of local professionals representing occupational categories such as firefighting, law enforcement, emergency management, health, environment, and transportation.

At the local level, each of Florida's 67 Counties performs a Hazards Analysis (HA) (a county may elect to contract to the Regional Planning Committees (RPC) or qualified vendor). The Counties' Hazards Analysis (HA) is used as input for the LEPC Emergency Response Plan (ERP) for Extremely Hazardous Substances (EHSs) required under EPCRA and encompasses; identification of facilities and transportation routes of Extremely Hazards Substances (EHS); description of emergency response procedures; designation of a community coordinator and facility emergency coordinator(s) to implement the plan; outline of emergency notification procedures; description of how to determine the probable affected area and population by releases; description of local emergency equipment and facilities and the persons responsible for them; outline of evacuation plans; a training program for emergency responders; and, methods and schedules for exercising emergency response plans. This Agreement provides funding so that the Recipient, can assist in maintaining the capability necessary to perform the duties and responsibilities required by EPCRA. The Recipient shall update the Hazards Analysis (HA) for all facilities listed in Attachment D, which have reported to the State Emergency Response Commission (SERC) the presence of those specific Extremely Hazardous Substances (EHSs) designated by the U.S. Environmental Protection Agency in quantities above the Threshold Planning Quantity (TPQ). The data collected under this Agreement will be used to comply with the planning requirements of the Superfund Amendments and Reauthorization Act of 1986, Title III, "Emergency Planning and Community Right-To-Know Act of 1986" and the Florida Emergency Planning and Community Right-To-Know Act, Florida Statutes, Chapter 252, Part II.

Requirements

A. The Recipient shall submit a list of facilities within the geographical boundaries of the County listed on Attachment D that are suspected of not reporting to the State Emergency Response Commission (SERC) the presence of Extremely Hazardous Substances (EHSs) in quantities above the Threshold Planning Quantity (TPQ), as designated by the U. S. Environmental Protection Agency.

B. The completed Hazards Analysis (HA) shall comply with the site-specific Hazards Analysis (HA) criteria outlined below for each facility listed in Attachment D. The primary guidance documents are Attachment K (Hazards Analysis Contract Checklist and CAMEO*fm* Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis" at; https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances. All Hazards Analyses (HA) shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing, submitted in advance and approved by the Division.

C. Consult the Tier II Report in E-plan prior to any on-site visits or phone updates for all facilities to be updated. Compare the E-Plan Report with information in the CAMEO*fm* Facility Page for each facility. Discuss any discrepancies with Facility Representatives during the on-site visit.

D. Conduct an on-site visit at each Attachment D facility to ensure accuracy of the Hazards Analysis (HA). Each applicable facility's Hazards Analysis (HA) information shall be entered into the U.S. Environmental Protection Agency's CAMEO*fm* **http://www.epa.gov/cameo/cameo-software.** Each facility Hazards Analysis (HA) shall include, but is not limited to, the following items:

1. Facility Information (**CAMEO*fm* Facility Page**)

   (a) Enter the facility name (per Attachment D) in the Facility Name field.

   (b) Enter the SERC number in the Department field. (Do not add the SERC Acronym just the number).

   (c) Enter the Tier II Report year in the top right-hand corner of the main Facility Page.

   (d) Enter the facility physical address (no Post Office Box) in the Street Address fields of the Address tab.

   (e) Enter the geographic coordinates (in decimal degrees) in the latitude/longitude fields of the Map Data tab.

   (f) Enter the Facility phone number in the Facility Phones tab field.

   (g) Enter the name, title and 24-hour phone number of the designated facility emergency coordinator in the Contacts tab field.

   (h) Enter the main route(s) used to transport chemicals to the facility (from the County line to the facility) in the Notes tab of the Facility Page.

   (i) Enter the route(s) used to exit the Threat Zone(s) in the Notes tab of the Facility Page or link the facility to a Marplot map that graphically shows the evacuation routes. This image must be available off-line if this alternative method is selected. A map-capture from Marplot may be saved as an alternative method.

(j) Enter any past reportable releases that have occurred in the last five (5) years at the facility in the Notes tab of the Facility Page. Include a copy of the Section 304 follow-up report submitted to the LEPC. If it is determined that a facility has not had an accident, that shall be noted.

(k) Enter the maximum number of occupants present at the facility at any given time in the Maximum Number of Occupants Fields on the ID and Regs tab.

(l) Select either the manned or unmanned check box and if the facility is subject to Section 112(r) and/or Section 302 of EPCRA. (All facilities should be subject to Section 302 unless a Statement of Determination (SOD) was submitted).

2. Hazard Identification (**CAMEO*fm* Chemical in Inventory Page**)

(a) For each Extremely Hazardous Substance (EHS) present over the Threshold Planning Quantity (TPQ), create a Chemical in Inventory page (if a Chemical in Inventory page hasn't been created already) and enter the proper Chemical Name and Chemical Abstract Service (CAS) number.

(b) Choose the appropriate description for the Type of Storage Container (drum, cylinder, tank etc.), Storage Pressure (ambient, greater than ambient etc.) and Storage Temperature (ambient, greater than ambient etc.) of each Extremely Hazardous Substance (EHS) in those fields on the Location tab.

(c) On each Chemical in Inventory page created for each Extremely Hazardous Substance (EHS) present over the TPQ, enter ***in pounds*** (not range codes) the maximum quantity of each Extremely Hazardous Substance (EHS) in the Max Daily Amount field of the Physical State and Quantity tab.

(d) Enter the amount (***in pounds***) of each Extremely Hazardous Substance (EHS) stored in the largest container or interconnected containers in the Max amount in largest container field of the Physical State and Quantity tab (this is the amount used to determine the Vulnerable Zone in the scenario).

(e) Enter the Nature of the Hazard in the Physical State and Quantity tab section in the Hazards subtab (acute, chronic, fire, pressure, etc.). See CAMEO*fm* Chemicals at the top right and click box – look-up "Chemical".

3. Vulnerability Analysis (**CAMEO*fm* Scenario Page**)

(a) For each Extremely Hazardous Substance (EHS) present over the Threshold Planning Quantity (TPQ), create a New Scenario page (if a Scenario page hasn't been created already) and enter the maximum amount in the largest container or interconnected containers in the Amount Released field of the Scenario Description tab.

(b) On the Scenario page(s) Scenario Description tab, enter the concentration percentage in the Concentration field.

(c) On the Scenario page(s) Scenario Description tab, enter the release duration in the Release Duration field as follows:
    (1) Gases – 10 minutes

(2) Powders or Solids in Solution – 10 minutes
(3) Liquids – No value shall be entered

(d) Enter the proper natural physical state of the chemical at room temperature in the physical state field (as specified in CAMEO*fm* Chemicals).

(e) On the Scenario page(s) Scenario Description tab, use the weather default settings or, enter average wind speed. Alternate scenarios may also be entered.

(f) On the Scenario page(s) Scenario Description tab, rate the Risk, Consequences and Overall Risk of a release occurring at the facility on the bottom of the Scenario Page (the Risk Assessment should be based upon the Extremely Hazardous Substance EHS), previous release history, maintenance conditions etc.).

(g) After entering the information noted above on the Scenario Description tab and clicking on the Estimate Threat Zone Radius button, CAMEO*fm* will automatically estimate the extent of the threat zone that may cause injury or death to human populations following a release.

(h) On the Scenario page(s) notes tab, enter an estimate of the total exposed population within the threat zone(s) or link the facility location to a Marplot map where the threat zone population may be estimated based on the most recently available Census data. This image must be available off-line if this alternative method is selected. A map-capture from Marplot may be saved as an alternative method. If using this method upload the map data image to the CAMEO*fm* Site Plan tab/Facility page and also write on the Notes tab/Scenario page where the Total Exposed Population can be found. Add the file name. (Example: Total Exposed Population: See Marplot map (name of map SERC#TEP)

(i) On the Scenario page(s) notes tab, identify each critical facility by name and maximum expected occupancy within the threat zone(s) (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the threat zone(s), that shall be noted. An alternative method is to link the facility location to a Marplot map in which a critical facilities geographic shape filed has been loaded. If using this method upload the map data image to the **CAMEO*fm*** Site Plan tab/Facility page and also write on the Notes tab/Scenario page where the Critical Facility information can be found. Add the file name. (Example: Critical Facilities: See Marplot map (name of map SERC#CF).

E. Supporting documentation in the form of Site Visit Certification Form, Statement of Determination or dated letter or email to the SERC, LEPC, and local fire department from the facility identifying the reason the EHS is no longer present shall be submitted to the Division with a list of the facilities for which a Hazards Analysis (HA) was not completed.

F. On-Site Visits

1. Conduct a detailed on-site visit, within the period of this Agreement, for all the facilities selected for review this grant cycle from Attachment D. Confirm the accuracy and completeness of information in the Hazards Analysis (HA). Upload to the Facility Page Site Plans Tab.

2. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment L) for each facility visited to the Division (file name must contain at minimum the SERC number, if applicable, and the acronym SV. If SERC number is not available, facility

name, and the acronym SV – additional info allowed but not required). Upload to the Site Plan Tab of the CAMEO*fm* Facilities Page for each facility visited or updated by phone.

(a) Sulfuric Acid (Battery) Exemption facilities. On-Site visit exception for sulfuric acid (batteries), does NOT apply to bulk storage of sulfuric acid.

(1) For facilities listed on Attachment D that report the presence of only sulfuric acid in batteries, an initial on-site visit is required and an on-site visit form (Attachment L) signed and dated by the facility representative and the Recipient shall be submitted to the Division.

(2) In agreements subsequent to the initial on-site visit, the Recipient shall contact the facility representative by email or telephone to verify the presence of all Extremely Hazardous Substances (EHSs). The on-site visit form shall be signed by the Recipient and identify the facility representative, date of contact and the facility name and SERC number. Another on-site visit is not required in subsequent agreements, unless, the facility reports the presence of another Extremely Hazardous Substance (EHS) above Threshold Planning Quantity (TPQ). Nothing additional needs to be updated except new contact information, site plans or sulfuric acid battery changes if applicable.

(3) If a facility representative reports the presence of an Extremely Hazardous Substance other than sulfuric acid in batteries, subsequent to the period of agreement in which the initial site visit was conducted, the Recipient shall conduct an on-site visit, complete all applicable CAMEO*fm* pages and tabs and submit a completed on-site visit form (Attachment L) to the Division.

3. For each facility for which a Hazard Analysis (HA) is conducted, a Site Visit Certification Form (SV), Site Plan (SP), and a Statement of Determination (SOD), if applicable must be UPLOADED to the site plan tab of the CAMEO*fm* Facilities Page. File name must contain at a minimum, the SERC number, if applicable, and the acronym SV, SP, and SOD, if applicable (additional info allowed but not required).

   The Site Plan (SP) shall contain sufficient detail to provide situational awareness and at a minimum include:

   (a) Location of Major Buildings. North Arrow

   (b) Name and location of Extremely Hazardous Substance(s) (EHS(s)). If Extremely Hazardous Substances are co-located, noting EHS is acceptable.

   (c) Provide sufficient detail to identify where the Extremely Hazardous Substances (EHS) are stored.

   (d) Name and location of street(s) in immediate vicinity, provide minimum of one cross street and street facility is located on. North Arrow.

   (e) Identify pertinent access and egress point(s)

   (f) Note any additional features and details pertinent to HazMat and medical response.

G. Deliverables – See Attachment C Deliverables and Performance. All Deliverables shall be submitted through SharePoint or the Division's secure FTP server. When Notifications are sent, the Division must receive transmittal documentation. A final Division-approved CAMEO*fm* zip file must be uploaded to SharePoint.

REIMBURSEMENT CONDITIONS

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for successful completion of the deliverable task(s) required by this Agreement. However, the following limitations shall apply:

- First payment, the Division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this Agreement unless the Recipient completes multiple deliverables.
- Second payment, the Division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this Agreement unless the Recipient completes multiple deliverables.
- Third payment, the Division shall not reimburse the Recipient for an amount that exceeds 20% of the overall amount authorized by this Agreement unless the Recipient is submitting for multiple deliverables.

If extraordinary circumstances exist, then the Recipient can request permission from the Division to exceed the 40% cap for a particular payment. However, under no circumstances shall the cumulative reimbursement amount for payments one (1) and two (2) exceed 80% of the overall amount authorized by this Agreement unless all three (3) Deliverables have been met.

FINANCIAL CONSEQUENCES

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in one of the following penalties.

- A 20% reduction of the overall amount authorized by this Agreement and/or
- Payment will be reduced by $110.00 per facility with incorrect or incomplete CAMEO*fm* files

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task and/or complete a deliverable required by this Agreement, then the Recipient shall notify the Division immediately. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.

Attachment C

Deliverables and Performance

Deliverable #	Deliverables	Minimum Performance Requirements	Price	Financial Consequences
1	Not later than November 1, 2019 provide completed CAMEO*fm* files in compliance with Section D, Scope of Work, identify 25% of facilities in Attachment D. Include a list identifying the names of the facilities submitted, SERC numbers, site visit dates, and SOD, if applicable.	1. Each CAMEO*fm* facility file must contain complete, correct and accurate information required in Section D of the Scope of Work. 2. A signed Site Visit Certification Form (SV) and Site Plan (SP) in accordance with SOW Section D for each facility. For sulfuric acid (batteries) facilities, the site visit form must contain the date facility was called and the person that responded to the EPCRA inquiries.	40% of Contract Amount	Payment will be reduced by $110.00 per facility with incorrect or incomplete CAMEO*fm* files.
2	Not later than March 1, 2020, provide complete CAMEO*fm* files in compliance with Section D, Scope of Work, identify 25% of facilities in Attachment D. Include a list identifying the names of the facilities submitted, SERC numbers, site visit dates, and SOD, if applicable.	1. Each CAMEO*fm* facility file must contain complete, correct and accurate information required in Section D of the Scope of Work. 2. A signed Site Visit Certification Form (SV) and Site Plan (SP) in accordance with SOW Section D for each facility. For sulfuric acid (batteries) facilities, the site visit form must contain the date facility was called and the person that responded to the EPCRA inquiries.	40% of Contract Amount	Payment will be reduced by $110.00 per facility with incorrect or incomplete CAMEO*fm* files.
3	Not later than May 15, 2020, provide completed Hazards Analysis (HA) (CAMEO*fm* zip file) to the Local Emergency Planning Committee (LEPC) and provide DEM with notification of the transmittal. Notify first responders and Attachment D facilities of the availability of the HA information. Provide DEM with transmittal. Upload the final "approved" CAMEO*fm* zip file into SharePoint. Use naming convention(County name, Final HA, Year).	1. Provide a complete correct copy of the approved HA file (completed CAMEO*fm* file in compliance with Section D, Scope of Work) to the Local Emergency Planning Committee (LEPC) and provide the Division with a copy of the transmittal letter. 2. Notify all Attachment D facilities and first responders of the availability of the Hazards Analysis information and make that information available upon request. Submit a copy of the notification to the Division.	20% of Contract Amount	Final Payment will not be made without required transmittal verifications, and final approved zip file uploaded.

ATTACHMENT D

2019-2020 SECTION 302 HA FACILITY LIST

This is your Counties' entire Section 302 Extremely Hazardous Substances (EHSs) List from E-Plan, select 50% of the highest risk facilities to inspect this grant cycle. If you become aware of or know of a chemical facility near a school, large residential apartment complex, or other high-risk areas, put that facility on your list to inspect. Try to select facilities that pose a greater risk based upon the chemicals present, the chemicals' amounts, previous releases, etc.

This year's Section 302 EHS HA data was pulled from E-Plan in June 2019. If you know of facilities that you believe still have chemicals on-site from recent site visits or from other historical data you have on file and should be reporting, but are not on this list:

- Contact the facility directly and ask them to report if possible.
- Contact FDEM staff listed below so that the facility can be added to the Division's Potential Non-Filer List.
- Sam.Brackett@em.myflorida.com
- Robert.Dietrich@em.myflorida.com

- **Remember: <u>Complete only 50% of your entire Section 302 EHS List this grant cycle.</u>**

- ***Choose 25% of the 302 EHS facilities on this list for Deliverable 1***

- ***Choose 25% of the 302 EHS facilities on this list for Deliverable 2***

PLEASE REFER TO THE FACILITIES ATTACHMENT LIST SENT VIA EMAIL AND INSERT INTO AGREEMENT.

Attachment E

Program Statutes and Regulations

1. Emergency Planning and Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments Reauthorization Act of 1986, 42 U.S.C. s. 1101, et seq. (SARA Title III).

2. Florida Emergency Planning and Community Right to Know Act, Chapter 252, Part II, Florida Statutes.

Attachment F

Financial Invoice Form
for
Hazardous Materials Hazards Analysis Update

RECIPIENT: _____ AGREEMENT#_____

ADDRESS: _____

PERIOD of PERFORMANCE: _____ FEIN# _____

	AMOUNT REQUESTED BY THE RECIPIENT	AMOUNT APPROVED BY THE DIVISION
1. First Payment (40% of Contract Amount) (25% Hazards Analysis Submitted)	$_____	$_____
2. Second Payment (40% of Contract Amount) (25% Hazards Analysis Submitted)	$_____	$_____
3. Final Payment (20% of Contract Amount) (HA's Approved, Notifications & Zip File Uploaded)	$_____	$_____
TOTAL AMOUNT	$_____	$_____ (To Be Completed by the Division)

I certify that to the best of my knowledge and belief the billed costs are in accordance with the Terms of the Agreement

_____ _____
Signature of Authorized Official Date

Total HA Update Grant Amount: _____
Total Amount Previously Paid: _____
Total Amount Payable This Invoice: _____
Remaining Balance: _____

(To Be Completed by the Division)

Attachment G

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

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.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three (3) 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 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 H

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the Terms and Conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The 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 to 5:00 pm weekdays, excluding holidays.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment I

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective Subcontractor, _____, of the Recipient certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's Subcontractor is unable to certify to the above statement, the prospective Subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By: _____ _____
Signature Recipient's Name

_____ _____
Name and Title DEM Contract Number

_____ _____
Street Address Project Number

_____
City, State, Zip

_____
Date

Attachment J

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal Statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. The Applicant assures and certifies that:

1. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)

2. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

3. It will establish safeguards to prohibit employees from using their 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.

4. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

5. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

6. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

7. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

8. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for Grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment K
Hazard Analysis Contract Checklist and CAMEO*fm* Guide

Facility Information (CAMEO*fm* Facility Page)	
	Facility Name {per Attachment D} **(Facility Page)**
	Department field is where the SERC number goes. {**Do not add the SERC acronym just the number**}
	Enter the current Tier II report year **(Top right-hand corner main facility page)**
	Facility Physical Address (**Facility Page)**
	Latitude and Longitude in Decimal Degrees {ex. 30.197, -84.3621} **(Map Data Tab on Facility Page)**
	Facility Phone Number **(Facility Phones Tab on Facility Page)**
	Facility Emergency Coordinator Name, Title and 24-hour Emergency Phone Number **(Contact Tab on Facility Page)**
	Transportation Route(s) {From County Line to the Facility} **(Notes Tab on Facility Page)**
	Evacuation Route(s) to exit the Vulnerable Zone **(Notes Tab on Facility Page)**
	Historical Accident Record {If none, please note} **(Notes Tab on Facility Page)**
	Facility Maximum Occupancy {a minimum of one is required for unmanned facilities} (ID Codes Tab on facility Page)
	Facility Page (**ID and Regs Tab**) (Mark correct 112 R and 302 check boxes, max occupancy, facility manned or unmanned)
Hazard Identification (CAMEO*fm* Chemical in Inventory Page) (for each Extremely Hazardous Substance on site)	
	Update Chemical in Inventory page for each Extremely Hazardous Substance Present over the TPQ (Chemical in Inventory Page{s})
	Enter Chemical Abstract Service (CAS) **Number and Proper Chemical Name (Chemical in Inventory Page{s})**
	Type/Design, Pressure and Temperature of Container(s) cylinder, battery, ambient etc. **(Chemical in Inventory Page{s}, Location Tab)**
	Physical State in Storage {ex. mixture, pure, liquid, gas} **(Chemical in Inventory Page{s}, Physical State and Quantity Tab)**
	Enter max daily, average daily amount in **lbs. (Chemical in Inventory Page{s}, Physical State and Quantity Tab)**
	Enter amount in Largest Container or Interconnected Containers **(Chemical in Inventory Page{s}, Physical State and Quantity Tab)** {this is the amount to be used in the scenario release}
	Nature of the Hazard {ex. acute, chronic, fire, pressure, etc.} **Chemical in Inventory Page{s}, Physical State and Quantity Tab- Hazards)**
Vulnerability Analysis (CAMEO*fm* Scenario Page) (for each Extremely Hazardous Substance on site)	
	Enter maximum amount in largest container or interconnected containers in the Amount Released field **(Scenario Description tab)** (This amount must be the same as the Chemical in Inventory page **Maximum amount in largest container tab amount**)
	Enter the concentration percentage in the Concentration field **(Scenario Description tab)**
	Enter Release Duration (10 minutes for gases, solids in solution or powders; no entry for liquids is required) **(Scenario Description tab)**
	Determine the natural Physical State (specified in CAMEO*fm* Chemicals) and enter into the Physical State field **(Scenario Description tab)**
	Weather Information - Use the weather default settings or enter average wind speed (do not enter a value in the Wind from field) Urban or Forest is recommended in the Ground Roughness field. **(Scenario Description tab)**
	Risk Assessment - Rate the Risk, Consequences and Overall Risk of a release occurring {based upon release history etc.} **(Scenario Description tab)**
	Extent of Vulnerable Zone {CAMEO*fm* automatically calculates Threat Zone Radius when Edit button and Estimate Threat Zone Radius buttons are used} **(Scenario Description tab)**
	Enter estimate of Total Exposed Population **(Notes Tab on Scenario Page{s})**
	Enter Critical Facilities {name of critical facility(s) and max occupancy for each; if none, state No Critical Facilities} **(Notes Tab on Scenario Page{s})**
On-Site Visits, Statements of Determination, and Site Plans (For each Facility within the Contract Period.)	
	Site Visit Certification Form **(Upload to Site Plan Tab on Facility Page)** (file name must contain at minimum the SERC number if applicable and SV – if SERC number is not available facility name and SV. Phone call updates for the Sulfuric Acid Battery Exemption Facilities must indicate who made the call, the name of the facility representative spoken to, and the date of call.)
	Statement of Determination (SOD) if applicable (Upload to Site Plan Tab on Facility Page) {file name must contain at minimum SERC number if applicable and proper acronym SOD - if SERC number is not available facility name and SOD, if applicable}.
	Site Plan (SP) **(Upload to Site Plan Tab on Facility Page**) {file name must contain at minimum the SERC number if applicable and SP – if SERC number is not available the facility name and SP – additional info encouraged but not required.}
	Sufficient Detail to Identify: North Arrow
	Location of Major Buildings
	Name and Location of Extremely Hazardous Substance(s) (if Extremely Hazardous Substances are co-located, noting EHS is acceptable)
	Name and Location of Street(s)) (list the street the facility is on and at a minimum one cross street)
	Identify Pertinent Access and Egress Points and other features pertinent to Emergency Response

Attachment L

FLORIDA STATE EMERGENCY RESPONSE COMMISSION FOR HAZARDOUS MATERIALS

HAZARDS ANALYSIS SITE VISIT CERTIFICATION FORM

PLEASE PRINT

_____
Facility Name

_____
Street Address, City & Zip Code

_____ _____
County SERC ID #

_____
Name of Facility Representative

_____ _____
Facility Representative Signature Site Visit Date

_____
Site Visit Performed by

_____ _____
Signature Site Visit Date

If a telephone update was conducted instead of site visit, please check box ☐

The individuals signing above certify that a Hazards Analysis site visit was conducted on the above date.

Notes:_____
_____
_____
_____

☐ Check if Facility Representative was informed about using E-Plan (https://erplan.net/eplan/login.htm) for EPCRA on-line filing

THIS FORM TO BE REPLACED WITH THE ATTACHED FORM!!!!

Facility Name		
Physical Address:		
LEPC:	County	SERC #

I have determined that this facility is / is not subject to the following section(s) of EPCRA, Title III, for the reporting year(s) indicated (circle all applicable):

SECTION	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
302 / 303	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N
311 / 312	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N
313	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N

If "No" was indicated on any of the above, please check appropriate box(s) why:

Sections 302/303		Extremely Hazardous Substances (EHSs) are / were present only in amounts less than established Threshold Planning Quantities (TPQs).			
		No EHSs are Present.			
		No EHSs were present on-site during the year.			
Sections 311/ 312		Hazardous chemicals/EHSs are/were present only in amounts below established reporting thresholds.			
		No hazardous chemicals/EHSs are/were present**.**			
		No hazardous chemicals were present on-site during the year.			
Section 313		Not within covered SIC Codes.			
		Within covered SIC Codes, but less than ten (10) employees.			
		Within covered SIC Codes, but no Section 313 chemicals were present or were below Section 313 reporting thresholds.			
Other		Closed facility **YES / NO**	Chemicals removed **YES / NO**	Chemicals reduced below threshold/TPQ **YES / NO**	**Date Effective:**
		New Facility. Date chemicals brought on site meeting / exceeding TPQ:			

Notes:_____

_____

_____

CERTIFICATION:

I understand the requirements of the law(s) circled above. I also understand that ultimate compliance responsibility lies with me and failure to comply, if required, can result in civil and criminal penalties under federal and state laws.

Name of owner/operators authorized representative (printed):	
Official Title (printed):	
Signature:	Date signed:

Attachment N
Close-Out Report
DIVISION OF EMERGENCY MANAGEMENT
Hazard Analysis Update Grant 2019-2020

This form should be completed and submitted to the Division no later than sixty (60) days after the termination date of the Agreement.

Recipient _____ Agreement No. _____

Address _____ Agreement Amount _____

City & State _____ Agreement Period _____

Cost Categories	By Category - Total Agreement Expenditures
1. Deliverable 1	
2. Deliverable 2	
3. Deliverable 3	
Total	$0.00

Payments Received Under this Agreement
(Include any advanced funds and final requested payment)

	Date	Amount
1		
2		
3		
4		
5		
6		
Total 7		$0.00

Agreement Amount _____

Minus Total Payments
(Including Final Requested Funds – Line 7) _____

Unused balance _____

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 State-Funded Hazards Analysis Agreement. 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).''

Signed _____
Chief Financial Officer or Budget Director

Name & Title _____

Date _____

FOR DEM USE:

Signed _____
DEM Grant Manager

Name & Title _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16597 **County Administrator's Report 9. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Authorization to Take Action Regarding Defaulted Contracts for Reimbursement of Training Expenses
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization to Take Action Regarding Defaulted Contracts for Reimbursement of Training Expenses - William R. Powell, Director of Corrections

That the Board take the following action concerning authorization for legal action related to defaulted Contracts for reimbursement of training expenses:

A. Authorize the County Attorney's Office to file a small claims case against Michael Stump and Lydia Locke, related to the default of their respective Contracts for reimbursement of training expenses; and

B. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the aforementioned action.

BACKGROUND:

Michael Stump and Lydia Locke entered into separate Agreements with Escambia County in January 2017 and February 2018, respectively. The aforementioned Agreements outlined their commitments to provide two years of service to the Corrections Department post graduation from the training program. In return, the County would cover the cost of tuition, fees and uniforms associated with the training program. Both individuals tendered their resignations prior to fulfilling their two-year commitment. They were each provided a 12-month window of opportunity during which they were requested to fulfill the financial obligations of their Agreement. As of the day of this Recommendation, Mr. Stump owes the County $1,446.81, and Ms. Locke owes the County $1,347.95.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare or approve all documents prior to execution by the Chairman.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Once authorized, the County Attorney's Office will file the necessary paperwork related to the small claims cases.

Attachments

Michael Stump: Contract for Reimbursement of Training Expenses

Stump, Michael: Resignation Letter

Lydia Locke: Contract for Reimbursement of Training Expenses

Locke, Lydia: Resignation Letter

Copy

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT is made and entered into on the 10th day of January, 2017 by and between Escambia County, Florida a political subdivision of the State of Florida (hereinafter referred to as the "County"), and Michael Stump II (hereinafter referred to as the "Employee").

WITNESSETH:

WHEREAS, the County desires to retain the services of Employee in the capacity of Corrections Officer trainee at the Escambia County Jail and, contingent upon completing the necessary training and receiving state certification, the County desires to retain Employee as a full-time Corrections Officer; and

WHEREAS, the Parties acknowledge that Employee's qualification as a Corrections Officer will require completion of the Correctional Officer Basic Recruit Training Program (hereinafter referred to as the "training program") and certification from the Florida Department of Law Enforcement (FDLE); and

WHEREAS, pursuant to §943.16, Florida Statutes, County has agreed to fund the costs associated with Employee attending the training program; and

WHEREAS, Employee acknowledges that the County shall incur substantial expense associated with the training of the undersigned, which is intended to be recaptured through Employee's continued employment as a Corrections Officer after completing the training program; and

WHEREAS, Employee has agreed to continue employment with the County as a Corrections Officer for at least two (2) years after graduating from the training program or, otherwise, be subject to an obligation to reimburse the County for said costs.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Employee hereby agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this Agreement.

2. In consideration of the agreement of the County to provide Employee with formal Corrections Officer training through the Correctional Officer Basic Recruit Training Program, Employee does hereby agree that in the event Employee should fail to successfully complete said training program or fail to receive state certification from the FDLE pursuant to Chapter 943, Florida Statutes, or in the event said Employee's employment with the County is terminated upon the Employee's own initiative within twenty four (24) months from the date of graduation from said training program, Employee will reimburse the County for all expenses incurred for said training program (hereinafter referred to as the "Reimbursement Obligation"). The twenty four (24) month Reimbursement Obligation shall commence the first calendar day after graduation from the training program and conclude upon the 730th day thereafter.

3. In accordance with §943.16, Florida Statutes, the Reimbursement Obligation of Employee shall consist of the sum of all amounts expended by the County for tuition and other course expenses during the training program period. The Reimbursement Obligation shall

Copy

include, but not be limited to, the cost of enrollment, tuition, books, physical fitness uniforms, lab fees, departmental fees, and the cost of meals incurred by County for Employee's participation in the training program. The Reimbursement Obligation of Employee shall also include all amounts expended by the County associated with Employee's state certification exam, including but not limited to, enrollment fees, study guides, travel expenses, and the cost of meals. The Employee acknowledges that the total Reimbursement Obligation is estimated to be $2,053.05 but shall be subject to adjustment upon calculation of actual costs incurred by the County for the Employee's participation in the training program.

4. Payment in full of the Reimbursement Obligation, as defined herein, is immediately due and payable at the time of Employee's resignation or termination as provided in paragraph 2 above. The Employee acknowledges and agrees, to the extent permitted by state and federal law, any Reimbursement Obligation due and owing by Employee at the time of Employee's resignation or termination may be withheld from any monies Employee is owed by the County.

5. The Employee acknowledges, pursuant to §943.16(4), Florida Statutes, the County may institute a civil action to collect any Reimbursement Obligation due and owing by Employee if said amount is not timely reimbursed as provided herein. Further, to the extent permitted by law, the Employee agrees to be liable for any legal fees, court costs, attorneys' fees or other costs of collection, including legal interest, incurred by County in an effort to collect any delinquent Reimbursement Obligation due and owing by Employee.

6. By signing this Agreement, the Employee hereby acknowledges that Employee received a copy of the Contract for Training Reimbursement of Training Expenses and fully understands the terms of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA:

By: _____
Jack R. Brown, County Administrator

Date: 1/17/17

Witness: _____

Witness: _____

EMPLOYEE:

MICHAEL STUMP

By: _____

Date: 01-10-17

Witness: Jerald C Rheinhardt

Witness: _____

6-4-2018

Dear Escambia County Main Jail

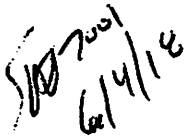
I would like to inform you of my intention to resign from being a corrections officer at the Escambia County Main Jail, effective two weeks from today, on 6-17-2018 will be my last day of employment.

I appreciate the opportunities you gave me during my service.

Please let me know what assistance you'll require from me during the transfer period.

Thank you,

Michael lee stump



RECEIVED

FEB 15 2018

COUNTY ADMINISTRATOR'S OFFICE

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT is made and entered into on the 15th day of February 2018, by and between Escambia County, Florida a political subdivision of the State of Florida (hereinafter referred to as the "County"), and Lydia Locke (hereinafter referred to as the "Employee").

WITNESSETH:

WHEREAS, the County desires to retain the services of Employee in the capacity of Corrections Officer trainee at the Escambia County Jail and, contingent upon completing the necessary training and receiving state certification, the County desires to retain Employee as a full-time Corrections Officer; and

WHEREAS, the Parties acknowledge that Employee's qualification as a Corrections Officer will require completion of the Correctional Officer Basic Recruit Training Program (hereinafter referred to as the "training program") and certification from the Florida Department of Law Enforcement (FDLE); and

WHEREAS, pursuant to §943.16, Florida Statutes, County has agreed to fund the costs associated with Employee attending the training program; and

WHEREAS, Employee acknowledges that the County shall incur substantial expense associated with the training of the undersigned, which is intended to be recaptured through Employee's continued employment as a Corrections Officer after completing the training program; and

WHEREAS, Employee has agreed to continue employment with the County as a Corrections Officer for at least two (2) years after graduating from the training program or, otherwise, be subject to an obligation to reimburse the County for said costs.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Employee hereby agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this Agreement.

2. In consideration of the agreement of the County to provide Employee with formal Corrections Officer training through the Correctional Officer Basic Recruit Training Program, Employee does hereby agree that in the event Employee should fail to successfully complete said training program or fail to receive state certification from the FDLE pursuant to Chapter 943, Florida Statutes, or in the event said Employee's employment with the County is terminated upon the Employee's own initiative within twenty four (24) months from the date of graduation from said training program, Employee will reimburse the County for all expenses incurred for said training program (hereinafter referred to as the "Reimbursement Obligation"). The twenty-four (24) month Reimbursement Obligation shall commence the first calendar day after graduation from the training program and conclude upon the 730th day thereafter.

3. In accordance with §943.16, Florida Statutes, the Reimbursement Obligation of Employee shall consist of the sum of all amounts expended by the County for tuition and other course expenses during the training program period. The Reimbursement Obligation shall

include, but not be limited to, the cost of enrollment, tuition, books, physical fitness uniforms, lab fees, departmental fees, and the cost of meals incurred by County for Employee's participation in the training program. The Reimbursement Obligation of Employee shall also include all amounts expended by the County associated with Employee's state certification exam, including but not limited to, enrollment fees, study guides, travel expenses, and the cost of meals. The Employee acknowledges that the total Reimbursement Obligation is estimated to be $2,200, but shall be subject to adjustment upon calculation of actual costs incurred by the County for the Employee's participation in the training program.

4. Payment in full of the Reimbursement Obligation, as defined herein, is immediately due and payable at the time of Employee's resignation or termination as provided in paragraph 2 above. The Employee acknowledges and agrees, to the extent permitted by state and federal law, any Reimbursement Obligation due and owing by Employee at the time of Employee's resignation or termination may be withheld from any monies Employee is owed by the County.

5. The Employee acknowledges, pursuant to §943.16(4), Florida Statutes, the County may institute a civil action to collect any Reimbursement Obligation due and owing by Employee if said amount is not timely reimbursed as provided herein. Further, to the extent permitted by law, the Employee agrees to be liable for any legal fees, court costs, attorneys' fees or other costs of collection, including legal interest, incurred by County in an effort to collect any delinquent Reimbursement Obligation due and owing by Employee.

6. By signing this Agreement, the Employee hereby acknowledges that Employee received a copy of the Contract for Training Reimbursement of Training Expenses and fully understands the terms of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA:

By: _____
Jack R. Brown, County Administrator

Date: 2/16/18

Witness: Kimberly Layne

Witness: Kimberly Layne

EMPLOYEE: Lydia Locke

By: Lydia Locke

Witness: Janice Floyd

Witness: _____

Date: 02-15-2018

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Escambia County Corrections

To whom it may concern,

I would like to take a moment and thank Escambia County Corrections for giving me the opportunity to be a part of your team. Unfortunately, I have to resign from my employment with Escambia County Corrections due to unforeseen circumstances. Once again, I would like to thank you for the opportunity I was given. Hopefully I will be considered for future employment with Escambia County. Effective today 7/6/18

Respectfully,

Lydia M. Locke
7-6-2018

Sgt. R Adkins #2044
Witness

#2001
7/6/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16599 **County Administrator's Report 9. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Amendment to Agreement for Inmate Food Service PD13-14.065 with Aramark Correctional Services, LLC
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Sixth Amendment to Agreement for Inmate Food Service, PD13-14.065 - William R. Powell, Director of Corrections

That the Board take the following action concerning the sixth Amendment to the Agreement for Inmate Food Service (PD 13-14.065), between Escambia County and Aramark Correctional Services, LLC, which provides the food service for the Escambia County Jail and the Escambia County Work Release Facility:

A. Approve the Amendment to Agreement For Inmate Food Service (PD 13-14.065), which increases the price per meal by $0.025 effective October 1, 2019, and will bring the total price per meal from $0.8624 to $0.8874; and

B. Authorize the Chairman to execute the Amendment to Agreement For Inmate Food Service (PD13-14.065).

[Funding is available in the proposed Fiscal Year 2019-2020 Budget to cover this increased cost in General Fund; Detention Cost Center 290401; Object Code 53401 and Misdemeanor Probation Fund 114; Residential Probation Cost Center 290305; Object Code 53401]

BACKGROUND:

On September 25, 2015, after a competitive bidding process facilitated by the Escambia County Office of Purchasing, Escambia County entered into Agreement PD 13-14.065, with Aramark Correctional Services, LLC, to provide food service to the Escambia County Jail and the Escambia County Work Release Facility. Section 5 of the original Agreement noted the fact that the prices as bid expired on

September 30, 2015, and thereafter, for each 12-month period, the contractor can submit a written request for a price adjustment. The request received from Aramark was accompanied by written justification outlining that there has been a 2.9% increase in the Food Away From Home category of the CPI as identified by the Bureau of Labor Statistics for the year following the last requested adjustment.

BUDGETARY IMPACT:

The requested increase will be effective October 1, 2019, and the necessary funding to cover the expenses was included as part of the Fiscal Year 2019-2020 budget request for the following:

A. General Fund 001; Jail Detention Cost Center 290401; Object Code 53401; and

B. Misdemeanor Probation Fund 114; Residential Probation Cost Center 290305; Object Code 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Amendment has been reviewed by Kristin Hual, Senior Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Board of County Commissioners' Policy requires Contract Amendments to be Board approved.

IMPLEMENTATION/COORDINATION:

Contract requirements will be carried out by the Escambia County Department of Corrections.

Attachments

Request Letter

Amendment to Agreement For Inmate Food Service (PD13-14.065)

July 18, 2019

Whitney Lucas, CFM
Escambia County Corrections
221 Palafox Place
Pensacola, FL 32502

Re: Food Service Price Adjustment Request

Dear Mrs. Lucas

I would like to take this opportunity to thank you for allowing us to provide food services at your facilities.

Aramark respectfully requests a $0.025 increase in its food price per meal for food services at Escambia County's detention facilities effective 1 October 2019. The requested price per meal increase to $.8874 is based on the following factors:

- Aramark's product prices to produce its inmate menu have increased February 2018 to February 2019
- Bureau of Labor Statistics reflects a 2.90% increase in Food Away From Home for the same period

Would you review the Market Basket and CPI FAFH information and consider Aramark's request for price adjustment?

Thank You,

Reggie Campbell
District Manager
(850) 322-2292

aramark

U.S. Bureau of Labor Statistics - National Data

CPI - FOOD AWAY FROM HOME INDEX *

Annual Percent Change by Month

Last 12 Months - Yearly Inflation Percentage

** Not Seasonally Adjusted*

Month	U.S. City Average	Midwest Urban	South Urban	Miami-Fort Lauderdale, FL	Washington-Arlington-Alexandria, DC-VA-MD-WV	San Francisco-Oakland-Hayward, CA	Boston-Cambridge-Newton, MA-NH	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	New York-Newark-Jersey City, NY-NJ-PA	Chicago-Naperville-Elgin, IL-IN-WI
Mar-18	2.50	2.20	2.15		2.83		2.19		2.43	2.60
Apr-18	2.52	2.11	2.03	2.00		3.82		1.43	2.92	2.10
May-18	2.68	2.45	1.95		1.38		2.64		3.46	3.14
Jun-18	2.83	3.11	2.02	1.80		3.94		1.08	3.58	3.61
Jul-18	2.78	3.09	2.06		1.69		2.24		3.44	3.66
Aug-18	2.64	2.17	2.10	2.12		5.67		1.07	3.42	3.63
Sep-18	2.55	2.23	2.03		1.31		2.27		3.35	3.99
Oct-18	2.53	2.16	2.12	0.85		6.41		2.10	2.94	4.01
Nov-18	2.64	2.35	2.27		1.51		2.66		2.70	4.03
Dec-18	2.80	2.45	2.50	1.92		6.94		1.87	2.68	4.39
Jan-19	2.79	2.46	2.58		1.25		2.40		2.84	3.33
Feb-19	**2.90**	**2.47**	**2.88**	**2.04**		**6.68**		**2.18**	**3.00**	**3.02**

AMENDMENT TO AGREEMENT FOR INMATE FOOD SERVICE (PD 13-14.065)

THIS SIXTH AMENDMENT is made and entered into by and between Escambia County, political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a foreign for-profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN 23-2778485, whose principal address is 1101 Market Street, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, on September 25, 2014, the County previously entered into an agreement with Contractor for Inmate Food Service for the Escambia County Jail (PD 13-14.065) wherein the County agreed to pay Contractor at a rate of $0.779 per meal; and

WHEREAS, paragraph 5 of the parties' agreement provides for annual price adjustments upon the Contractor's written request and, if approved, said adjustment shall be accomplished by written amendment to the Agreement; and

WHEREAS, on December 11, 2014, the parties entered into the First Amendment to the Agreement to amend the provision relating to the term of the Agreement so as to delay the commencement of inmate food service until April 1, 2015; and

WHEREAS, on January 7, 2016, the parties entered into the Second Amendment to the Agreement to increase the price per meal by $0.0232 from the original bid price of 0.779 to $0.8022 with the cost increase to be applied retroactively effective October 1, 2015; and

WHEREAS, on August 18, 2016, the parties entered into the Third Amendment to the Agreement to increase the price charged per meal by an additional $0.0212 from 0.8022 to $0.8234 with said increase to take effect on October 1, 2016; and

WHEREAS, on September 21, 2017, the parties entered into the Fourth Amendment to the Agreement to increase the price charged per meal by an additional $0.018 from 0.8234 to $0.8414 with said increase to take effect on October 1, 2017; and

WHEREAS, on or about August 16, 2018, the parties entered into the Fifth Amendment to the Agreement to increase the price charged per meal by an additional $0.021 from $0.8414 to $0.8624 with said increase to take effect on October 1, 2018; and

WHEREAS, on July 18, 2019, the Contractor provided a written request for an annual price adjustment to increase the price charged per meal by an additional $0.025 from $0.8624 to $0.8874 with said increase to take effect on October 1, 2019; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and Contractor agree to amend the Agreement as follows:

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

2. Effective October 1, 2019, **Exhibit C** to the Agreement is amended to reflect that the Price Per Meal for all food services provided by Contractor for Escambia County Corrections shall be increased by an additional sum of $0.025 from $0.8624 to $0.8874 per meal.

3. The parties hereby agree that all other provisions of the Agreement, as amended, that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

ATTEST: Pam Childers
Clerk of Court

By: _____
Deputy Clerk

(SEAL)

By:_____
Lumon J. May, Chairman

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-25-2019

CONTRACTOR: ARAMARK CORRECTIONAL SERVICES, LLC

_____
Witness

_____
Witness

_____
By:

Date: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16618 **County Administrator's Report 9. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Exercising The Second of Two Possible One-Year Renewal Periods Related to PD14-15.067
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Utilization of the Second of Two Possible One-Year Renewals Provided for in the Multiple Award Agreement for Temporary Medical Staffing Services, PD 14-15.067- William R. Powell, Director of Corrections

That the Board approve the utilization of the second of two possible one-year renewal periods provided for under Section 2 of the following Agreements covered by PD 14-15.067:

A. Agreement For Temporary Medical Staffing Services, PD 14-15.067, between Maxim Healthcare Services, Inc., and Escambia County, Florida;

B. Agreement For Temporary Medical Staffing Services, PD 14-15.067, between NurseSpring of Pensacola, LLC, and Escambia County, Florida; and

C. Agreement For Temporary Medical Staffing Services, PD 14-15.067, between Staff Today, Inc., and Escambia County, Florida.

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

BACKGROUND:

On June 15, 2015, the County issued a Request for Proposal (PD 14-15.067) seeking temporary medical staffing services on an as-needed basis for the Escambia County Department of Corrections. On August 20, 2015, the County entered into Agreements with Maxim Healthcare Services, Inc., NurseSpring of Pensacola, LLC, and Staff Today, 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 three years with the option to utilize two additional one-year renewals. It is the request of the Corrections Department that we utilize the second of the two additional one-year renewals for the period of August 20, 2019 to August 19, 2020. This Agreement will be re-solicited during Fiscal Year 2019-2020.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund; Cost Center 290402

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, reviewed the initial Agreements. The utilization of the renewal period 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 services covered by the specified agreements when necessary.

Attachments

Maxim Healthcare Services, Inc., PD 14-15.067
NurseSpring of Pensacola, LLC, PD 14-15.067
Staff Today, Inc., PD 14-15.067

AGREEMENT FOR TEMPORARY MEDICAL STAFFING SERVICES PD 14-15.067

THIS AGREEMENT is made this 20th day of August, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Maxim Healthcare Services, 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 52-1590951, whose principal address is 7227 Lee Deforest Drive, Columbia, MD 21046, and whose local address is 2114 Airport Boulevard, Suite 1900, Pensacola, FL 32504.

WITNESSETH:

WHEREAS, on June 15, 2015, the County issued a Request for Proposals (PD 14-15.067) seeking temporary medical staffing services for the Escambia County Department of Corrections; and

WHEREAS, the Contractor submitted a proposal in response to the County's Request for Proposals 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 services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Request for Proposals for Medical Staffing Services for the Department of Corrections, Specification No. P.D. 14-15.067, attached hereto as

Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the following rates:

DISCIPLINE	HOURLY RATE
Registered Nurse	$40.00
Licensed Practical Nurse	$30.00
Certified Medical Assistant	$24.95
Emergency Medical Technician	$25.00

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only services 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. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice to Contractor. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor 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.

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) Employment Practices Liability with $1,000,000 per occurrence minimum limits.

(c) Professional Liability (medical malpractice) with $1,000,000 per occurrence minimum limits. If a claims made form of coverage is provided, the retroactive date of the coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

(d) Florida statutory Workers' Compensation coverage.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted or authorized 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, Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597.

(g) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on the policy of commercial general liability. Certificates of Insurance shall be provided to Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County described in this section. 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. The County recognizes and

acknowledges that Contractor's personnel, when on site at the County's facilities, will be acting at the sole direction of the County's staff and pursuant to the County's rules and instructions.

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: Maxim Healthcare Services, Inc. Attention: William Butz 7227 Lee Deforest Drive Columbia, MD 21046	To: Escambia County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the Agreement.

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. ACA Reporting Requirements. Contractor agrees to provide all information required for the County to meet annual reporting requirements regarding the Affordable Care Act (ACA) including whether insurance coverage was offered to the employee and his/her children; whether the coverage provided minimum value; the employee's required monthly contribution for the lowest-cost, self-only medical plan providing minimum value; the calendar months during which the employee (and his or her child(ren), if any) was offered coverage; and the calendar months during which the employee was enrolled in the Contractor's coverage.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date: 9/15/2015

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: 08-20-2015

(SEAL)

CONTRACTOR: MAXIM HEALTHCARE SERVICES, INC.

By: ~~William Butz, President~~
Steve Walsh, Vice President Finance

Date: 9-2-15

By: _____
Corporate Secretary

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/24/15

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT
SPECIFICATION PD 14-15.067

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE AND SOLICITATION REQUIREMENTS INCLUDED WITH THE **(1) ONE** ORIGINAL AND **(3) THREE** ON A CD

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- IDENTIFICATION
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO PROPOSAL

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN
FILLING OUT YOUR PROPOSAL ONLY
DO NOT RETURN WITH YOUR PROPOSAL

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SPECIFICATION NUMBER PD 14-15.067

Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015

MANDATORY PRE-PROPOSAL: Wednesday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing Office, 2nd Floor. All proposers SHALL attend.

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners
Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May

Procurement Assistance:
Joe F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@myescambia.com
Website: www.myescambia.com

Technical Assistance:
Whitney Lucas
Accountant, Escambia County Corrections
6575 N. "W" Street
Pensacola, FL 32505
Phone: (850) 417-4479
Fax: (850) 471-6571
Email: wclucas@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT
PD 14-15.067
REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)
- Request for Proposals Response Format.

Part A	Summary
Part I	General Information
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Prime Contract Responsibilities
1-13	Disclosures
1-14	Delays
1-15	Work Plan Control
1-16	Method of Payment
Part II	Information Required from Contractors
2-1	Proposal Format and Content
2-2	Introduction
2-3	Understanding the Project
2-4	Methodology Used for the Project
2-5	Management Plan for the Project
2-6	Experience and Qualifications
2-7	Cost Proposal
Part III	Criteria for Selection
Part IV	Scope of Work

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:
Joe F. Pillitary, Jr., CPPO, CPPB
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4878 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SOLICITATION NUMBER: PD 14-15.067

SOLICITATION

MAILING DATE: Monday, June 15, 2015
PRE-PROPOSAL: A **Mandatory** Pre-Proposal and walkthrough to follow at 10:00am, CDT on Thursday, June 25, 2015 at the Office of Purchasing, 213 Palafox Place, Pensacola, FL
OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, July 7, 2015 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)

**Failure to execute this Form binding the bidder proposer's offer shall result in this bid proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

VENDOR NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (____)_____
TOLL FREE NO.: (____)_____
FAX NO.: (____)_____

REASON FOR NO OFFER: _____

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.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

* _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded offeror shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded offeror is incorporated by reference herein and made a part of this contract.

OFFEROR

Name and Title of Signer (Type or Print) _____

Name of Offeror _____

By _____
Signature of Person Authorized to Sign — Date

ATTEST: _____
Corporate Secretary — Date

[CORPORATE SEAL]

ATTEST: _____
Witness — Date

ATTEST: _____
Witness — Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print) _____

By _____
County Administrator — Date

WITNESS _____
Date

WITNESS _____
Date

Awarded Date _____

Effective Date _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____

(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation **(Please Circle One)** Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number:_____ Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:

_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

(850) 488-9000 Verified by:_____ Date:_____

. ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

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 14-15.067, "Temporary Medical Staffing for Corrections Department", 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 nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

SCOPE OF WORK

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

Procurement Questions

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) (850) 595-4805, Email: joe_pillitary@myescambia.com. Technical questions may be directed to Whitney Lucas, Accountant, Corrections Department, Telephone (850) 417-4479, (Fax) (850) 471-6571. Email: wclucas@myescambia.com.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor' s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor' s interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor' s insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.
Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County' s acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

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: Joe Pillitary, CPPO, CPPB
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

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.

PART A SUMMARY

PART 1 GENERAL INFORMATION

1-1 PURPOSE:

The Board of County Commissioners of Escambia County is seeking the Professional Services of qualified contractor to provide for Temporary Medical Staffing for the Corrections Department.

1-2 OBJECTIVE

The primary objective of the RFP is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Jack Brown, County Administrator. The liaison officer shall be Whitney Lucas, Accountant, Corrections Department. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be a Firm Fixed Price Contract after negotiation. Term of Contract may be three (3) years with an option for two (2) additional twelve (12) month periods; total five (5) years.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) (850) 595-4805, Email: joe_pillitary@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. **Mailing date of proposals.....Monday, June 15, 2015**
B. **Mandatory Pre-Proposal Conference & wall thru .....Thursday, June 25, 2015, 10:00a.m, CDT**
C. **Receipt of proposals .....Tuesday, July 7, 2015, at 3:00p.m., CDT**
D. **Review of Proposals.....To be determined Board of County**
E. **Commissioners approval.....To be determined**

1-9 PROPOSAL CONTENT AND SIGNATURE

Solicitation, Offer and Award with original signature and three (3) copies on compact discs of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration on a Compact Discs (CD).

1-10 NEGOTIATIONS

The contents of the proposals of the qualified firms shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in binding with all pages 8.5" x 11" format

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 *PROPOSAL FORMAT AND CONTENT*

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 *INTRODUCTION*

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 *UNDERSTANDING OF THE PROJECT*

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 *METHODOLOGY USED FOR THE PROJECT*

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 *MANAGEMENT PLAN FOR THE PROJECT*

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 *EXPERIENCE AND QUALIFICATIONS*

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed,
[d] itemize the total cost and the number of estimated hours for each individual named above.

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

2-7 ***COST PROPOSAL***

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

QUALIFICATIONS

PART III CRITERIA FOR SELECTION

Listed in order of Priority

1. Ability to fulfill labor needs, i.e. can provide LPN RN EMTs within 24 hour notice and upon completion of the Contract.
2. Cost per hour for each: RN, LPN, EMT.
3. Willing to provide 8 hours training on site by Correction Medical Staff with no cost to County/Corrections Department

PART IV SCOPE OF WORK

Escambia County Corrections; Temporary Medical Staffing, Scope of Work (SOW)

It is the responsibility of the Contractor to provide the Escambia County Jail with personnel who meet the following criteria

- Possess current state license/registration and/or certification in good standings.
- Possess current Healthcare Provider CPR certification.
- Possess proof of pre-employment screening to include a TB skin test or chest X-Ray, professional references, criminal background check(s), and drug screening.

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

Services:

- Perform professional medical services for the treatment of inmate patients.
- Provide treatment and administer medications per Physician's or ARNP's order.
- Initiate appropriate treatment and/or medications in emergency situations according to Escambia County Jail procedures.
- Ensure complete and accurate documentation in the inmate patient's health care record for all care provided using SOAP format.
- Taking vital signs & properly documenting them in the inmate patient's health record.
- Administer basic first aid as needed.
- Performing venipuncture and non-intravenous injections.
- Operating office medical equipment.
- Maintain examination rooms and check operational status of Health Services' equipment and supplies as directed and ensure that they are ready for use.
- Perform other duties as required.

The Contractor is responsible for ensuring the Contractor's staff is provided the following training:

- Orientation and appropriate training regarding on-site security and medical practices at the Escambia County Jail (This will be on the job training).
- The Contractor shall ensure that Contractor's staff performing services at the Escambia County Jail are trained in the following areas:
  a) Cardiopulmonary Resuscitation (CPR); and first aid;
  b) Response to medical emergency or disaster;
  c) Recognizing signs and symptoms of mental disorders or chemical dependency;
  d) HIV/AIDS;
  e) Suicide prevention; and
  f) Additional topics as required and approved by the Escambia County Jail's Health Services Administrator or designee. 20

The Contractor and Contractor's staff must comply with all Florida Model Jail Standards (FMJS) and accreditation requirements set for by the Florida Corrections Accreditation Commission (FCAC) & the National Commission on Correctional Healthcare (NCCHC). The FMJS can be found at the following link: https://www.flsheriffs.org/uploads/docs/FMJS_01-01-15_Change_with_no_highlights_or_strikethrus_.pdf
The FCAC standards can be found at the following link:
http://www.flaccreditation.org/smccorrections.htm

Upon completion of a contract, the Contractor will have 5 LPNs and 1 RN available immediately to report to the Escambia County Jail to complete fingerprints, background checks and training in order to report for the following shifts: 6am to 6pm and 6pm to 6am. The contractor must be able to meet the medical labor demands of the Escambia County Corrections Health Services Department.

The contractor shall provide hourly rates for the contract for the following positions:
Registered Nurse (RN)
Licensed Practical Nurse (LPN)
Emergency Medical Technician (EMT)

The Contractor shall ensure that Contractor's staff adheres to all Escambia County Jail's Health Services Section policies and procedures.

The Contractor shall ensure that the Health Services Administrator, Detention Commander, or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being assigned to work at the Escambia County Jail.

All persons assigned to work at the Escambia County Jail shall remain employed by Contractor. Contractor will provide workers' compensation coverage for all persons assigned to work at the Escambia County Jail, and Contractor will provide payment and benefits directly to the individuals providing services at the Escambia County Jail. Such pay and benefits shall be agreed upon by Contractor and the individual RN, LPN, CMA or EMT assigned to the Escambia County Jail. Escambia County Jail will pay Contractor directly, and any dispute regarding wages or benefits shall be between the RN, LPN, CMA or EMT assigned to the Escambia County Jail and Contractor.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
FAX (850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS
Purchasing Manager

To: All Known Bidders

ADDENDUM NUMBER 1:

Re: **Temporary Medical Staffing for Corrections Department**
Specification Number PD 14-15.067

Proposers:

Please remove and replace the Title Page to reflect the change of the Mandatory Pre-Proposal Conference will be held on **Thursday**, ~~Wednesday~~, June 25, 2015.

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SPECIFICATION NUMBER PD 14-15.067

Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015

MANDATORY PRE-PROPOSAL: Wednesday Thursday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing Office, 2nd Floor. All proposers SHALL attend.

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591
Board of County Commissioners
Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May

Procurement Assistance:
Joe F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@myescambia.com
Website: www.myescambia.com

Technical Assistance:
Whitney Lucas
Accountant, Escambia County Corrections
6575 N. "W" Street
Pensacola, FL 32505
Phone: (850) 417-4479
Fax: (850) 471-6571
Email: wclucas@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

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,

Joe F. Pillitary, CPPO, CPPB
Purchasing Coordinator
SIGNED: _____

COMPANY: _____

JP/lk

Attachment:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
FAX (850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS
Purchasing Manager

June 30, 2015

To: All Known Proposers

ADDENDUM NUMBER 2:

Re: **Temporary Medical Staffing for Corrections Department**
Specification Number PD 14-15.067

Addendum 2 is for clarification on answers to questions:

Q. Please clarify what is involved with the 8 hours training that will have no cost to the County/corrections department. Is it classroom orientation, hands on patient-care, shadowing, etc. Will the county be willing to negotiate a discounted rate for training as opposed to free of cost?

A. Training is completed by the medical, nursing supervisors, on site. Negotiations is up to the county.

Q. How much is the fingerprinting and who covers the cost?

A. We complete fingerprints / background checks in house at the jail. Currently there is no cost.

Q. How much experience does the county request for each professional? i.e.: 6months, 1 year, 2 years, etc.?

A. Ideally, we would like the candidate to have at least a year experience. However, we will take a new LPN or RN also.

Q. Can you please provide the current incumbent vendors providing Temporary Medical Staffing services?

A. We do not currently have a contract related to temporary medical staffing services. We only have physician staffing contract.

Q. Can you please provide the hourly billing rates of the incumbent vendors for RN, LPN, EMT, and MA services?

A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.

Q. What was the total annual expenditure of the current contract in 2014 and YTD 2015?

A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.

Q. Will this be a Sole or multiple award?

A. Pending the evaluation of submissions this may be a multiple award contract.

Q. How many hours are required weekly for RN, LPN, EMT, and MA services?
A. The hours will only be required when we are at a critical staffing need. There will not be a set number of hours required on a weekly basis, this will all depend on the situation at hand.

Q. Will the scheduling for the Temporary Medical Staffing services being requested be a "block booking" advance scheduling or will it be Per Diem?
A. It will be Per Diem

Q. Per our conversation yesterday I was wondering what the job titles will be for this bid.
A. It will be RN, LPN and EMT

Q. Will you be outsourcing all of the nursing needs?
A. At this time it is not planned to outsource all of the nursing needs.

Q. How many hours of locums do you anticipate for the fiscal year?
A. Currently there is not estimate of hours that will be needed. This all depends on the staffing levels within the department. The estimate funds allocated for this expenditure will be: $150,000.

Q. Just to clarify, I originally signed proposal and 3 copies of the CD are required? Please clarify the number of CDs.
A. **3 copies of the CD are required.**

Q. Please clarify whether the county wants the proposal bound by staples, binder clips, spiral, etc?
A. Staples or Binder Clips, please no Spiral binding.

Q. Part II section 2-6, is it referring to the personnel roster of the staff or the personnel who will be reporting to the jail for services? Please clarify.
A. No, not the personnel reporting to the jail for the services. The section addresses a response from the proposer on his organizational structure specific to the personnel responsible for delivery of services in the RFP.

Q. Is there an incumbent vendor already in place providing these services? If so, who is the incumbent?
A. We do not currently have a contract for this service.

Q. Do you have current hourly bill rates for these services by an incumbent vendor?
A. We do not currently have a contract for this service.

Q. What is the annual dollar amount usage for each job title needed?
A. The total allotted expenditure is not divided by job title.

Q. What will be the typical length of assignments? Weeks, months, hours?
A. The length of assignment depends on the number of vacancies the medical department has at any given time. There is no way to pre-determine this figure.

Q. Are there any current nurses and/or EMTs currently providing services that the county wishes to transition to the newly awarded vendor?
A. No

Q. Will this be a single award or multiple award Contract?
A. *Pending* the evaluation of submissions this may be a multiple award contract.

Q. What is the policy on overtime? Is it over 40 hours in a week?
A. 40 hours per week. The weeks run from Saturday-Friday.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same.
You may photo copy for your record.

Sincerely,

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
SIGNED: _____

COMPANY: _____

JP/lk

AGREEMENT FOR TEMPORARY MEDICAL STAFFING SERVICES PD 14-15.067

THIS AGREEMENT is made this 20th day of August, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Nursefinders of Pensacola, LLC (hereinafter referred to as "Contractor"), a for-profit limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 52-2332046, and whose principal address is 5498 North Davis Highway, Pensacola, FL 32503.

WITNESSETH:

WHEREAS, on June 15, 2015, the County issued a Request for Proposals (PD 14-15.067) seeking temporary medical staffing services for the Escambia County Department of Corrections; and

WHEREAS, the Contractor submitted a proposal in response to the County's Request for Proposals 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 services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Request for Proposals for Medical Staffing Services for the Department of Corrections, Specification No. P.D. 14-15.067, attached hereto as

Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the following rates:

DISCIPLINE	HOURLY RATE
Registered Nurse	$40.00
Licensed Practical Nurse	$32.00
Certified Medical Assistant	$24.95
Emergency Medical Technician	$25.00

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only services 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. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice to Contractor. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor 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.

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) Employment Practices Liability with $1,000,000 per occurrence minimum limits.

(c) Professional Liability (medical malpractice) with $1,000,000 per occurrence minimum limits. If a claims made form of coverage is provided, the retroactive date of the coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

(d) Florida statutory Workers' Compensation coverage.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted or authorized 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, Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32591.

(g) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on the policy of commercial general liability. Certificates of Insurance shall be provided to Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County described in this section. 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. The County recognizes and

acknowledges that Contractor's personnel, when on site at the County's facilities, will be acting at the sole direction of the County's staff and pursuant to the County's rules and instructions.

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: Nursefinders of Pensacola, LLC Attention: Adrianna Williams 5498 North Davis Hwy. Pensacola, FL 32503	To: Escambia County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

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. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the Agreement.

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. ACA Reporting Requirements. Contractor agrees to provide all information required for the County to meet annual reporting requirements regarding the Affordable Care Act (ACA) including whether insurance coverage was offered to the employee and his/her children; whether the coverage provided minimum value; the employee's required monthly contribution for the lowest-cost, self-only medical plan providing minimum value; the calendar months during which the employee (and his or her child(ren), if any) was offered coverage; and the calendar months during which the employee was enrolled in the Contractor's coverage.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date: 9/15/2015

BCC Approved: 08-20-2015

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

By: _____
Witness

By: _____
Witness

CONTRACTOR: NURSEFINDERS OF PENSACOLA, LLC

_____
By: Bryan Krause, President

Date: 09/13/15

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/24/15

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT
SPECIFICATION PD 14-15.067

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

  ** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE AND SOLICITATION REQUIREMENTS INCLUDED WITH THE (1) ONE ORIGINAL AND (3) THREE ON A CD

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- IDENTIFICATION
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

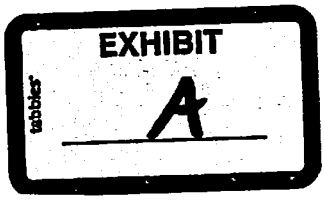
THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO PROPOSAL

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR PROPOSAL ONLY
DO NOT RETURN WITH YOUR PROPOSAL



ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SPECIFICATION NUMBER PD 14-15.067

Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015

MANDATORY PRE-PROPOSAL: Wednesday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing Office, 2nd Floor. All proposers SHALL attend.

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners
Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May

Procurement Assistance:
Joe F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@myescambia.com
Website: www.myescambia.com

Technical Assistance:
Whitney Lucas
Accountant, Escambia County Corrections
6575 N. "W" Street
Pensacola, FL 32505
Phone: (850) 417-4479
Fax: (850) 471-6571
Email: wclucas@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT
PD 14-15.067
REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)
- Request for Proposals Response Format.

Part A	Summary
Part I	General Information
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Prime Contract Responsibilities
1-13	Disclosures
1-14	Delays
1-15	Work Plan Control
1-16	Method of Payment
Part II	Information Required from Contractors
2-1	Proposal Format and Content
2-2	Introduction
2-3	Understanding the Project
2-4	Methodology Used for the Project
2-5	Management Plan for the Project
2-6	Experience and Qualifications
2-7	Cost Proposal
Part III	Criteria for Selection
Part IV	Scope of Work

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
Joe F. Pillitary, Jr., CPPO, CPPB
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4878 Fax No: (850) 595-4805

REQUEST FOR PROPOSALS

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SOLICITATION NUMBER: PD 14-15.067

SOLICITATION

MAILING DATE: Monday, June 15, 2015

PRE-PROPOSAL: A **Mandatory** Pre-Proposal and walkthrough to follow at 10:00am, CDT on Thursday, June 25, 2015 at the Office of Purchasing, 213 Palafox Place, Pensacola, FL

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, July 7, 2015 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)

**Failure to execute this Form binding the bidder proposer's offer shall result in this bid proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

VENDOR NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (____)_____
TOLL FREE NO.: (____)_____
FAX NO.: (____)_____

REASON FOR NO OFFER:

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.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

* _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded offeror shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded offeror is incorporated by reference herein and made a part of this contract.

OFFEROR

Name and Title of Signer (Type or Print)

Name of Offeror

By_____
Signature of Person Authorized to Sign — Date

ATTEST:_____
Corporate Secretary — Date

[CORPORATE SEAL]

ATTEST:_____
Witness — Date

ATTEST:_____
Witness — Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By_____
County Administrator — Date

WITNESS _____
Date

WITNESS _____
Date

Awarded Date_____

Effective Date_____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e). Florida Statutes. means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____

(Type of identification) _____

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
   - 5.01 **Taxes**
   - 5.02 **Discounts**
   - 5.03 **Mistakes**
   - 5.04 **Condition and Packaging**
   - 5.05 **Safety Standards**
   - 5.06 **Invoicing and Payment**
   - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
   - 9.01 **County Procedure on Acceptance of Gifts**
   - 9.02 **Contractors Required to Disclose any Gift Giving**
   - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY . FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

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 14-15.067, "Temporary Medical Staffing for Corrections Department", 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 nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

SCOPE OF WORK

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

Procurement Questions

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) (850) 595-4805, Email: joe_pillitary@myescambia.com. Technical questions may be directed to Whitney Lucas, Accountant, Corrections Department, Telephone (850) 417-4479, (Fax) (850) 471-6571. Email: wclucas@myescambia.com.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor' s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor' s interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor' s insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.
Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County' s acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

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: Joe Pillitary, CPPO, CPPB
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

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.

PART A SUMMARY

PART 1 GENERAL INFORMATION

1-1 PURPOSE:

The Board of County Commissioners of Escambia County is seeking the Professional Services of qualified contractor to provide for Temporary Medical Staffing for the Corrections Department.

1-2 OBJECTIVE

The primary objective of the RFP is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Jack Brown, County Administrator. The liaison officer shall be Whitney Lucas, Accountant, Corrections Department. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be a Firm Fixed Price Contract after negotiation. Term of Contract may be three (3) years with an option for two (2) additional twelve (12) month periods; total five (5) years.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) (850) 595-4805, Email: joe_pillitary@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. **Mailing date of proposals.....Monday, June 15, 2015**
B. **Mandatory Pre-Proposal**
   Conference & wall thru .....Thursday, June 25, 2015, 10:00a.m, CDT
C. **Receipt of proposals .....Tuesday, July 7, 2015, at 3:00p.m., CDT**
D. **Review of Proposals.....To be determined**
   Board of County
E. **Commissioners approval.....To be determined**

1-9 PROPOSAL CONTENT AND SIGNATURE

Solicitation, Offer and Award with original signature and three (3) copies on compact discs of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration on a Compact Discs (CD).

1-10 NEGOTIATIONS

The contents of the proposals of the qualified firms shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in binding with all pages 8.5" x 11" format

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 *PROPOSAL FORMAT AND CONTENT*

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 *INTRODUCTION*

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 *UNDERSTANDING OF THE PROJECT*

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 *METHODOLOGY USED FOR THE PROJECT*

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 *MANAGEMENT PLAN FOR THE PROJECT*

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 *EXPERIENCE AND QUALIFICATIONS*

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed,
[d] itemize the total cost and the number of estimated hours for each individual named above.

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

2-7 ***COST PROPOSAL***

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

QUALIFICATIONS

PART III CRITERIA FOR SELECTION

Listed in order of Priority

1. Ability to fulfill labor needs, i.e. can provide LPN RN EMTs within 24 hour notice and upon completion of the Contract.
2. Cost per hour for each: RN, LPN, EMT.
3. Willing to provide 8 hours training on site by Correction Medical Staff with no cost to County/Corrections Department

PART IV SCOPE OF WORK

Escambia County Corrections; Temporary Medical Staffing, Scope of Work (SOW)

It is the responsibility of the Contractor to provide the Escambia County Jail with personnel who meet the following criteria

- Possess current state license/registration and/or certification in good standings.
- Possess current Healthcare Provider CPR certification.
- Possess proof of pre-employment screening to include a TB skin test or chest X-Ray, professional references, criminal background check(s), and drug screening.

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

Services:

- Perform professional medical services for the treatment of inmate patients.
- Provide treatment and administer medications per Physician's or ARNP's order.
- Initiate appropriate treatment and/or medications in emergency situations according to Escambia County Jail procedures.
- Ensure complete and accurate documentation in the inmate patient's health care record for all care provided using SOAP format.
- Taking vital signs & properly documenting them in the inmate patient's health record.
- Administer basic first aid as needed.
- Performing venipuncture and non-intravenous injections.
- Operating office medical equipment.
- Maintain examination rooms and check operational status of Health Services' equipment and supplies as directed and ensure that they are ready for use.
- Perform other duties as required.

The Contractor is responsible for ensuring the Contractor's staff is provided the following training:

- Orientation and appropriate training regarding on-site security and medical practices at the Escambia County Jail (This will be on the job training).
- The Contractor shall ensure that Contractor's staff performing services at the Escambia County Jail are trained in the following areas:
  a) Cardiopulmonary Resuscitation (CPR); and first aid;
  b) Response to medical emergency or disaster;
  c) Recognizing signs and symptoms of mental disorders or chemical dependency;
  d) HIV/AIDS;
  e) Suicide prevention; and
  f) Additional topics as required and approved by the Escambia County Jail's Health Services Administrator or designee. 20

The Contractor and Contractor's staff must comply with all Florida Model Jail Standards (FMJS) and accreditation requirements set for by the Florida Corrections Accreditation Commission (FCAC) & the National Commission on Correctional Healthcare (NCCHC). The FMJS can be found at the following link: https://www.flsheriffs.org/uploads/docs/FMJS_01-01-15_Change_with_no_highlights_or_strikethrus_.pdf
The FCAC standards can be found at the following link:
http://www.flaccreditation.org/smccorrections.htm

Upon completion of a contract, the Contractor will have 5 LPNs and 1 RN available immediately to report to the Escambia County Jail to complete fingerprints, background checks and training in order to report for the following shifts: 6am to 6pm and 6pm to 6am. The contractor must be able to meet the medical labor demands of the Escambia County Corrections Health Services Department.

The contractor shall provide hourly rates for the contract for the following positions:
Registered Nurse (RN)
Licensed Practical Nurse (LPN)
Emergency Medical Technician (EMT)

The Contractor shall ensure that Contractor's staff adheres to all Escambia County Jail's Health Services Section policies and procedures.

The Contractor shall ensure that the Health Services Administrator, Detention Commander, or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being assigned to work at the Escambia County Jail.

All persons assigned to work at the Escambia County Jail shall remain employed by Contractor. Contractor will provide workers' compensation coverage for all persons assigned to work at the Escambia County Jail, and Contractor will provide payment and benefits directly to the individuals providing services at the Escambia County Jail. Such pay and benefits shall be agreed upon by Contractor and the individual RN, LPN, CMA or EMT assigned to the Escambia County Jail. Escambia County Jail will pay Contractor directly, and any dispute regarding wages or benefits shall be between the RN, LPN, CMA or EMT assigned to the Escambia County Jail and Contractor.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
FAX (850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS
Purchasing Manager

To: All Known Bidders

ADDENDUM NUMBER 1:

Re: **Temporary Medical Staffing for Corrections Department**
Specification Number PD 14-15.067

Proposers:

Please remove and replace the Title Page to reflect the change of the Mandatory Pre-Proposal Conference will be held on Thursday, ~~Wednesday~~, June 25, 2015.

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SPECIFICATION NUMBER PD 14-15.067

Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015

MANDATORY PRE-PROPOSAL: Wednesday Thursday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing Office, 2nd Floor. All proposers SHALL attend.

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591
Board of County Commissioners
Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May

Procurement Assistance:
Joe F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@myescambia.com
Website: www.myescambia.com

Technical Assistance:
Whitney Lucas
Accountant, Escambia County Corrections
6575 N. "W" Street
Pensacola, FL 32505
Phone: (850) 417-4479
Fax: (850) 471-6571
Email: wlucas@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

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,

Joe F. Pillitary, CPPO, CPPB
Purchasing Coordinator
SIGNED: _____

COMPANY: _____

JP/lk

Attachment:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
FAX (850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS
Purchasing Manager

June 30, 2015

To: All Known Proposers

ADDENDUM NUMBER 2:

Re: **Temporary Medical Staffing for Corrections Department**
Specification Number PD 14-15.067

Addendum 2 is for clarification on answers to questions:

Q. Please clarify what is involved with the 8 hours training that will have no cost to the County/corrections department. Is it classroom orientation, hands on patient-care, shadowing, etc. Will the county be willing to negotiate a discounted rate for training as opposed to free of cost?

A. Training is completed by the medical, nursing supervisors, on site. Negotiations is up to the county.

Q. How much is the fingerprinting and who covers the cost?

A. We complete fingerprints / background checks in house at the jail. Currently there is no cost.

Q. How much experience does the county request for each professional? i.e.: 6months, 1 year, 2 years, etc.?

A. Ideally, we would like the candidate to have at least a year experience. However, we will take a new LPN or RN also.

Q. Can you please provide the current incumbent vendors providing Temporary Medical Staffing services?

A. We do not currently have a contract related to temporary medical staffing services. We only have physician staffing contract.

Q. Can you please provide the hourly billing rates of the incumbent vendors for RN, LPN, EMT, and MA services?

A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.

Q. What was the total annual expenditure of the current contract in 2014 and YTD 2015?

A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.

Q. Will this be a Sole or multiple award?

A. Pending the evaluation of submissions this may be a multiple award contract.

Q. How many hours are required weekly for RN, LPN, EMT, and MA services?
A. The hours will only be required when we are at a critical staffing need. There will not be a set number of hours required on a weekly basis, this will all depend on the situation at hand.

Q. Will the scheduling for the Temporary Medical Staffing services being requested be a "block booking" advance scheduling or will it be Per Diem?
A. It will be Per Diem

Q. Per our conversation yesterday I was wondering what the job titles will be for this bid.
A. It will be RN, LPN and EMT

Q. Will you be outsourcing all of the nursing needs?
A. At this time it is not planned to outsource all of the nursing needs.

Q. How many hours of locums do you anticipate for the fiscal year?
A. Currently there is not estimate of hours that will be needed. This all depends on the staffing levels within the department. The estimate funds allocated for this expenditure will be: $150,000.

Q. Just to clarify, I originally signed proposal and 3 copies of the CD are required? Please clarify the number of CDs.
A. 3 copies of the CD are required.

Q. Please clarify whether the county wants the proposal bound by staples, binder clips, spiral, etc?
A. Staples or Binder Clips, please no Spiral binding.

Q. Part II section 2-6, is it referring to the personnel roster of the staff or the personnel who will be reporting to the jail for services? Please clarify.
A. No, not the personnel reporting to the jail for the services. The section addresses a response from the proposer on his organizational structure specific to the personnel responsible for delivery of services in the RFP.

Q. Is there an incumbent vendor already in place providing these services? If so, who is the incumbent?
A. We do not currently have a contract for this service.

Q. Do you have current hourly bill rates for these services by an incumbent vendor?
A. We do not currently have a contract for this service.

Q. What is the annual dollar amount usage for each job title needed?
A. The total allotted expenditure is not divided by job title.

Q. What will be the typical length of assignments? Weeks, months, hours?
A. The length of assignment depends on the number of vacancies the medical department has at any given time. There is no way to pre-determine this figure.

Q. Are there any current nurses and/or EMTs currently providing services that the county wishes to transition to the newly awarded vendor?
A. No

Q. Will this be a single award or multiple award Contract?
A. *Pending* the evaluation of submissions this may be a multiple award contract.

Q. What is the policy on overtime? Is it over 40 hours in a week?
A. 40 hours per week. The weeks run from Saturday-Friday.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same.
You may photo copy for your record.

Sincerely,

Joe Pilliary, CPPO, CPPB
Purchasing Coordinator
SIGNED: _____

COMPANY: _____

JP/lk

Escambia County
Clerk's Original

9/20/2018 CAR I-7

AMENDMENT OF AGREEMENT FOR TEMPORARY MEDICAL STAFFING SERVICES (PD 14-15.067)

THIS AMENDMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, NurseSpring of Pensacola, LLC, formerly NurseFinders of Pensacola, LLC, a Florida limited liability company authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 52-2332046, whose principal address is 5498 North Davis Highway, Pensacola, FL 32503.

WITNESSETH:

WHEREAS, on August 20, 2015, the parties entered into an Agreement for Temporary Medical Staffing Services, Specification Number P.D. 14-15.067 (hereinafter referred to as the "Agreement"); and

WHEREAS, on January 20, 2016, the Contractor filed an amendment to its Articles of Organization changing its name to NurseSpring of Pensacola, LLC; and

WHEREAS, the parties wish to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the parties agree to amend the Agreement as follows:

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

2. The Agreement is amended to reflect that the Contractor's name has changed from NurseFinders of Pensacola, LLC to NurseSpring of Pensacola, LLC.

3. Paragraph 13 of the Agreement is amended as follows:

> 13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

Date: 9/24/2018 Verified By:

THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

4. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. The effective date of this Amendment shall be on the date last executed by the parties.

6. This Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: _____
Jeff Bergosh, Chairman

BCC Approved: 09-20-2018
Date Executed

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(Seal)

CONTRACTOR: 9/20/2018
NURSESPRING OF PENSACOLA, LLC (formerly NURSEFINDERS OF PENSACOLA, LLC)

_____
Witness

_____
Witness

By: _____
Bryan D. Krause, President

Date: 9/24/18

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/8/18

AGREEMENT FOR TEMPORARY MEDICAL STAFFING SERVICES PD 14-15.067

THIS AGREEMENT is made this 20th day of August, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Staff Today, Inc. (hereinafter referred to as "Contractor"), a for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 45-3679064, and whose principal address is 212 E. Rowland Avenue, Suite 313, Covina, CA 91723.

WITNESSETH:

WHEREAS, on June 15, 2015, the County issued a Request for Proposals (PD 14-15.067) seeking temporary medical staffing services for the Escambia County Department of Corrections; and

WHEREAS, the Contractor submitted a proposal in response to the County's Request for Proposals 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 services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Request for Proposals for Medical Staffing Services for the Department of Corrections, Specification No. P.D. 14-15.067, attached hereto as **Exhibit "A"**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Proposal provided as part of the Contractor's Proposal, attached hereto as **Exhibit "B".**

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only services 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. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice to Contractor. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor 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.

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) Employment Practices Liability with $1,000,000 per occurrence minimum limits.

(c) Professional Liability (medical malpractice) with $1,000,000 per occurrence minimum limits. If a claims made form of coverage is provided, the retroactive date of the coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

(d) Florida statutory Workers' Compensation coverage.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted or authorized 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, Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597.

(g) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on the policy of commercial general liability. Certificates of Insurance shall be provided to Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County described in this section. 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. The County recognizes and acknowledges that Contractor's personnel, when on site at the County's facilities, will be acting at the sole direction of the County's staff and pursuant to the County's rules and instructions.

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: Staff Today, Inc.	To: Escambia County
Attention: Jessica Lara	Attention: County Administrator
212 E. Rowland Avenue, #313	221 Palafox Place, Suite 420
Covina, CA 91723	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. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the Agreement.

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. ACA Reporting Requirements. Contractor agrees to provide all information required for the County to meet annual reporting requirements regarding the Affordable Care Act (ACA) including whether insurance coverage was offered to the employee and his/her children; whether the coverage provided minimum value; the employee's required monthly contribution for the lowest-cost, self-only medical plan providing minimum value; the calendar months during which the employee (and his or her child(ren), if any) was offered coverage; and the calendar months during which the employee was enrolled in the Contractor's coverage.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date: 9/15/2015

BCC Approved: 08-20-2015

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

CONTRACTOR: STAFF TODAY, INC.

By: Paul Mwangi, President

Date: 8/31/15

By: _____
Corporate Secretary

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/5/15

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT
SPECIFICATION PD 14-15.067

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

  ** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE AND SOLICITATION REQUIREMENTS INCLUDED WITH THE **(1) ONE** ORIGINAL AND **(3) THREE** ON A CD

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- IDENTIFICATION
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO PROPOSAL

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN
FILLING OUT YOUR PROPOSAL ONLY
DO NOT RETURN WITH YOUR PROPOSAL

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SPECIFICATION NUMBER PD 14-15.067

Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015

MANDATORY PRE-PROPOSAL: Wednesday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing Office, 2nd Floor. All proposers SHALL attend.

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners
Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May

Procurement Assistance:
Joe F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@myescambia.com
Website: www.myescambia.com

Technical Assistance:
Whitney Lucas
Accountant, Escambia County Corrections
6575 N. "W" Street
Pensacola, FL 32505
Phone: (850) 417-4479
Fax: (850) 471-6571
Email: wclucas@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT
PD 14-15.067
REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)
- Request for Proposals Response Format.

Part A	Summary
Part I	General Information
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Prime Contract Responsibilities
1-13	Disclosures
1-14	Delays
1-15	Work Plan Control
1-16	Method of Payment
Part II	Information Required from Contractors
2-1	Proposal Format and Content
2-2	Introduction
2-3	Understanding the Project
2-4	Methodology Used for the Project
2-5	Management Plan for the Project
2-6	Experience and Qualifications
2-7	Cost Proposal
Part III	Criteria for Selection
Part IV	Scope of Work

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Joe F. Pillitary, Jr., CPPO, CPPB
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4878 Fax No: (850) 595-4805

REQUEST FOR PROPOSALS

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SOLICITATION NUMBER: PD 14-15.067

SOLICITATION

MAILING DATE: Monday, June 15, 2015

PRE-PROPOSAL: A **Mandatory** Pre-Proposal and walkthrough to follow at 10:00am, CDT on Thursday, June 25, 2015 at the Office of Purchasing, 213 Palafox Place, Pensacola, FL

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, July 7, 2015 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)

**Failure to execute this Form binding the bidder proposer's offer shall result in this bid proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

VENDOR NAME: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____)_____

TOLL FREE NO.: (____)_____

FAX NO.: (____)_____

REASON FOR NO OFFER: _____

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.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

* _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded offeror shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded offeror is incorporated by reference herein and made a part of this contract.

OFFEROR

Name and Title of Signer (Type or Print) _____

Name of Offeror _____

By _____
Signature of Person Authorized to Sign — Date

ATTEST: _____
Corporate Secretary — Date

[CORPORATE SEAL]

ATTEST: _____
Witness — Date

ATTEST: _____
Witness — Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print) _____

By _____
County Administrator — Date

WITNESS _____
Date

WITNESS _____
Date

Awarded Date _____

Effective Date _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____

(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____
Vice President:_____ Treasurer:_____
Director:_____ Director:_____
Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box:_____
City, State Zip: _____
Street Address: _____
City, State, Zip:_____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number:_____ Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:

_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

(850) 488-9000 Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

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 14-15.067, "Temporary Medical Staffing for Corrections Department", 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 nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

SCOPE OF WORK

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

Procurement Questions

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) (850) 595-4805, Email: joe_pillitary@myescambia.com. Technical questions may be directed to Whitney Lucas, Accountant, Corrections Department, Telephone (850) 417-4479, (Fax) (850) 471-6571. Email: wclucas@myescambia.com.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor' s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor' s interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor' s insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.
Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County' s acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

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: Joe Pillitary, CPPO, CPPB
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

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.

PART A SUMMARY

PART 1 GENERAL INFORMATION

1-1 PURPOSE:

The Board of County Commissioners of Escambia County is seeking the Professional Services of qualified contractor to provide for Temporary Medical Staffing for the Corrections Department.

1-2 OBJECTIVE

The primary objective of the RFP is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Jack Brown, County Administrator. The liaison officer shall be Whitney Lucas, Accountant, Corrections Department. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be a Firm Fixed Price Contract after negotiation. Term of Contract may be three (3) years with an option for two (2) additional twelve (12) month periods; total five (5) years.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) (850) 595-4805, Email: joe_pillitary@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. **Mailing date of proposals.....Monday, June 15, 2015**
B. **Mandatory Pre-Proposal Conference & wall thru .....Thursday, June 25, 2015, 10:00a.m, CDT**
C. **Receipt of proposals .....Tuesday, July 7, 2015, at 3:00p.m., CDT**
D. **Review of Proposals.....To be determined Board of County**
E. **Commissioners approval.....To be determined**

1-9 PROPOSAL CONTENT AND SIGNATURE

Solicitation, Offer and Award with original signature and three (3) copies on compact discs of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration on a Compact Discs (CD).

1-10 NEGOTIATIONS

The contents of the proposals of the qualified firms shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in binding with all pages 8.5" x 11" format

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 *PROPOSAL FORMAT AND CONTENT*

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 *INTRODUCTION*

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 *UNDERSTANDING OF THE PROJECT*

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 *METHODOLOGY USED FOR THE PROJECT*

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 *MANAGEMENT PLAN FOR THE PROJECT*

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 *EXPERIENCE AND QUALIFICATIONS*

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed.
[d] itemize the total cost and the number of estimated hours for each individual named above.

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

2-7 ***COST PROPOSAL***

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

QUALIFICATIONS

PART III CRITERIA FOR SELECTION

Listed in order of Priority

1. Ability to fulfill labor needs, i.e. can provide LPN RN EMTs within 24 hour notice and upon completion of the Contract.
2. Cost per hour for each: RN, LPN, EMT.
3. Willing to provide 8 hours training on site by Correction Medical Staff with no cost to County/Corrections Department

PART IV SCOPE OF WORK

Escambia County Corrections; Temporary Medical Staffing, Scope of Work (SOW)

It is the responsibility of the Contractor to provide the Escambia County Jail with personnel who meet the following criteria

- Possess current state license/registration and/or certification in good standings.
- Possess current Healthcare Provider CPR certification.
- Possess proof of pre-employment screening to include a TB skin test or chest X-Ray, professional references, criminal background check(s), and drug screening.

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

Services:

- Perform professional medical services for the treatment of inmate patients.
- Provide treatment and administer medications per Physician's or ARNP's order.
- Initiate appropriate treatment and/or medications in emergency situations according to Escambia County Jail procedures.
- Ensure complete and accurate documentation in the inmate patient's health care record for all care provided using SOAP format.
- Taking vital signs & properly documenting them in the inmate patient's health record.
- Administer basic first aid as needed.
- Performing venipuncture and non-intravenous injections.
- Operating office medical equipment.
- Maintain examination rooms and check operational status of Health Services' equipment and supplies as directed and ensure that they are ready for use.
- Perform other duties as required.

The Contractor is responsible for ensuring the Contractor's staff is provided the following training:

- Orientation and appropriate training regarding on-site security and medical practices at the Escambia County Jail (This will be on the job training).
- The Contractor shall ensure that Contractor's staff performing services at the Escambia County Jail are trained in the following areas:
  a) Cardiopulmonary Resuscitation (CPR); and first aid;
  b) Response to medical emergency or disaster;
  c) Recognizing signs and symptoms of mental disorders or chemical dependency;
  d) HIV/AIDS;
  e) Suicide prevention; and
  f) Additional topics as required and approved by the Escambia County Jail's Health Services Administrator or designee. 20

The Contractor and Contractor's staff must comply with all Florida Model Jail Standards (FMJS) and accreditation requirements set for by the Florida Corrections Accreditation Commission (FCAC) & the National Commission on Correctional Healthcare (NCCHC). The FMJS can be found at the following link: https://www.flsheriffs.org/uploads/docs/FMJS_01-01-15_Change_with_no_highlights_or_strikethrus_.pdf
The FCAC standards can be found at the following link:
http://www.flaccreditation.org/smccorrections.htm

Upon completion of a contract, the Contractor will have 5 LPNs and 1 RN available immediately to report to the Escambia County Jail to complete fingerprints, background checks and training in order to report for the following shifts: 6am to 6pm and 6pm to 6am. The contractor must be able to meet the medical labor demands of the Escambia County Corrections Health Services Department.

The contractor shall provide hourly rates for the contract for the following positions:
Registered Nurse (RN)
Licensed Practical Nurse (LPN)
Emergency Medical Technician (EMT)

The Contractor shall ensure that Contractor's staff adheres to all Escambia County Jail's Health Services Section policies and procedures.

The Contractor shall ensure that the Health Services Administrator, Detention Commander, or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being assigned to work at the Escambia County Jail.

All persons assigned to work at the Escambia County Jail shall remain employed by Contractor. Contractor will provide workers' compensation coverage for all persons assigned to work at the Escambia County Jail, and Contractor will provide payment and benefits directly to the individuals providing services at the Escambia County Jail. Such pay and benefits shall be agreed upon by Contractor and the individual RN, LPN, CMA or EMT assigned to the Escambia County Jail. Escambia County Jail will pay Contractor directly, and any dispute regarding wages or benefits shall be between the RN, LPN, CMA or EMT assigned to the Escambia County Jail and Contractor.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
FAX (850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS
Purchasing Manager

To: All Known Bidders

ADDENDUM NUMBER 1:

Re: **Temporary Medical Staffing for Corrections Department**
Specification Number PD 14-15.067

Proposers:

Please remove and replace the Title Page to reflect the change of the Mandatory Pre-Proposal Conference will be held on **Thursday**, ~~Wednesday~~, June 25, 2015.

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SPECIFICATION NUMBER PD 14-15.067

Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015

MANDATORY PRE-PROPOSAL: Wednesday Thursday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing Office, 2nd Floor. All proposers SHALL attend.

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591
Board of County Commissioners
Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May

Procurement Assistance:
Joe F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@myescambia.com
Website: www.myescambia.com

Technical Assistance:
Whitney Lucas
Accountant, Escambia County Corrections
6575 N. "W" Street
Pensacola, FL 32505
Phone: (850) 417-4479
Fax: (850) 471-6571
Email: welucas@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

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,

Joe F. Pillitary

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
SIGNED: _____

COMPANY: _____

JP/lk

Attachment:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
FAX (850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS
Purchasing Manager

June 30, 2015

To: All Known Proposers

ADDENDUM NUMBER 2:

Re: **Temporary Medical Staffing for Corrections Department**
Specification Number PD 14-15.067

Addendum 2 is for clarification on answers to questions:

Q. Please clarify what is involved with the 8 hours training that will have no cost to the County/corrections department. Is it classroom orientation, hands on patient-care, shadowing, etc. Will the county be willing to negotiate a discounted rate for training as opposed to free of cost?
A. Training is completed by the medical, nursing supervisors, on site. Negotiations is up to the county.

Q. How much is the fingerprinting and who covers the cost?
A. We complete fingerprints / background checks in house at the jail. Currently there is no cost.

Q. How much experience does the county request for each professional? i.e.: 6months, 1 year, 2 years, etc.?
A. Ideally, we would like the candidate to have at least a year experience. However, we will take a new LPN or RN also.

Q. Can you please provide the current incumbent vendors providing Temporary Medical Staffing services?
A. We do not currently have a contract related to temporary medical staffing services. We only have physician staffing contract.

Q. Can you please provide the hourly billing rates of the incumbent vendors for RN, LPN, EMT, and MA services?
A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.

Q. What was the total annual expenditure of the current contract in 2014 and YTD 2015?
A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.

Q. Will this be a Sole or multiple award?
A. Pending the evaluation of submissions this may be a multiple award contract.

Q. How many hours are required weekly for RN, LPN, EMT, and MA services?
A. The hours will only be required when we are at a critical staffing need. There will not be a set number of hours required on a weekly basis, this will all depend on the situation at hand.

Q. Will the scheduling for the Temporary Medical Staffing services being requested be a "block booking" advance scheduling or will it be Per Diem?
A. It will be Per Diem

Q. Per our conversation yesterday I was wondering what the job titles will be for this bid.
A. It will be RN, LPN and EMT

Q. Will you be outsourcing all of the nursing needs?
A. At this time it is not planned to outsource all of the nursing needs.

Q. How many hours of locums do you anticipate for the fiscal year?
A. Currently there is not estimate of hours that will be needed. This all depends on the staffing levels within the department. The estimate funds allocated for this expenditure will be: $150,000.

Q. Just to clarify, 1 originally signed proposal and 3 copies of the CD are required? Please clarify the number of CDs.
A. 3 copies of the CD are required.

Q. Please clarify whether the county wants the proposal bound by staples, binder clips, spiral, etc?
A. Staples or Binder Clips, please no Spiral binding.

Q. Part II section 2-6, is it referring to the personnel roster of the staff or the personnel who will be reporting to the jail for services? Please clarify.
A. No, not the personnel reporting to the jail for the services. The section addresses a response from the proposer on his organizational structure specific to the personnel responsible for delivery of services in the RFP.

Q. Is there an incumbent vendor already in place providing these services? If so, who is the incumbent?
A. We do not currently have a contract for this service.

Q. Do you have current hourly bill rates for these services by an incumbent vendor?
A. We do not currently have a contract for this service.

Q. What is the annual dollar amount usage for each job title needed?
A. The total allotted expenditure is not divided by job title.

Q. What will be the typical length of assignments? Weeks, months, hours?
A. The length of assignment depends on the number of vacancies the medical department has at any given time. There is no way to pre-determine this figure.

Q. Are there any current nurses and/or EMTs currently providing services that the county wishes to transition to the newly awarded vendor?
A. No

Q. Will this be a single award or multiple award Contract?
A. Pending the evaluation of submissions this may be a multiple award contract.

Q. What is the policy on overtime? Is it over 40 hours in a week?
A. 40 hours per week. The weeks run from Saturday-Friday.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same.
You may photo copy for your record.

Sincerely,

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
SIGNED: _____

COMPANY: _____

JP/lk

COST PROPOSAL

Please see below itemized list of all direct and indirect costs associated with the performance of this contract. The costs include ranges to include various levels of experience.

Title	Hourly Rate	Employer Taxes: Social Security (6.2%)	Employer Taxes: Medicare (1.45%)	Fringe (12%)	Overhead & G&A (7.35%)	Profit (8%)	Subtotal With Fee (Burdened Hourly Rate)
CMA	12.11-14.63	0.75-0.91	0.18-0.21	1.45-1.76	0.89-1.08	0.97-1.17	16.35-19.75
EMT	13.11-16.22	0.81-1.01	0.19-0.24	2.62-3.24	0.96-1.19	1.05-1.30	18.75-23.19
LPN	16.63-20.47	1.03-1.27	0.24-0.30	3.33-4.09	1.22-1.50	1.33-1.64	23.78-29.27
RN	22.89-29.37	1.42-1.82	0.33-0.43	4.58-5.87	1.68-2.16	1.83-2.35	32.73-42

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16619 **County Administrator's Report 9. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Exercising the Second of Two Possible One-Year Renewal Periods For The Agreement Relating To Inmate Civil Legal Services
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Utilization of the Second of Two Possible One-Year Renewals Provided for in the Agreement Relating to Inmate Civil Legal Services - William R. Powell, Director of Corrections

That the Board approve the utilization of the second of two possible one-year renewal periods provided for under Section 2 of the Agreement Relating to Civil Legal Services between Northwest Florida Legal Services, Inc., a Florida not-for-profit corporation and Escambia County. This Agreement covers the provision of power of attorney documents and additional civil legal services for inmates under the jurisdiction of the Escambia County Jail.

[Funding: Fund 111, Detention/Jail Commissary Fund; Cost Center 290406]

BACKGROUND:

On August 20, 2015, the County entered into an Agreement with Northwest Florida Legal Services, Inc., a Florida not-for-profit corporation for the provision of power of attorney documents and additional civil legal services for inmates under the jurisdiction of the Escambia County Jail. Section 2 of the respective Agreement outlines the term of the Agreement. The term is listed as three years with the option to renew for two additional one-year periods. It is the request of the Corrections Department that we utilize the second of the two additional one-year renewals for the period of August 20, 2019, to August 19, 2020.

BUDGETARY IMPACT:

Funding: 111, Detention/Jail Commissary; Cost Center 290406

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, reviewed the initial Agreement. The utilization of the renewal period as provided for in Section 2 of the Agreement does not require an Amendment to the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board has indicated that they wish to review those Agreements in which the County indicates the desire to exercise a renewal period beyond the initial term of the Agreement.

IMPLEMENTATION/COORDINATION:

Upon approval, the Corrections Department will work with the vendor to obtain those services covered by the specified Agreement when necessary.

Attachments

Agreement Relating To Civil Legal Services

AGREEMENT RELATING TO CIVIL LEGAL SERVICES

This Agreement is made and entered into this 20th day of August, 2015, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Northwest Florida Legal Services, Inc., a Florida not-for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose principal address is 701 South J Street, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, the County is responsible for the operation of the Escambia County Correctional System, to include the Main Jail Facility and work release, the temporary facility for female inmates at the Road Camp in Cantonment; and

WHEREAS, the County desires to provide civil legal assistance for inmates in the Main Jail Facility (hereinafter referred to as "Facilities") and work release, the temporary facility for female inmates at the Road Camp in Cantonment, Escambia County inmates housed in the Santa Rosa County jail; and

WHEREAS, on September 5, 2013, the parties previously entered into an agreement relating to civil legal services and have agreed to revise certain terms and conditions as specified herein; and

WHEREAS, this Agreement is intended to supersede in its entirety the prior agreement between the County and Contractor, dated September 5, 2013.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years with the option to renew for two (2) additional one (1) year terms. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.

3. Contractor's Scope of Services. Contractor agrees to prepare and execute power of attorney (POA) documents and provide additional civil legal services for inmates housed in the Main Jail Facility and work release, the temporary facility for inmates at the Road Camp in Cantonment, and the south wing of the Road Camp (Referred to as CMS).

   For POA matters, Contractor shall utilize a legal assistant to interview inmates, open a file, draft documents, and conduct billing. An attorney shall review each file, drafted documents, and all billing. Cost for preparation of POA documents for inmates will not exceed one (1) hour of work to be performed by a legal assistant billed at a rate of $25.00 per hour and one half (.5) hour of billable attorney time to be billed at a rate of $32.50 per half hour. All work performed on a POA matter shall not exceed a total of

$57.50. Any matter that required extensive work in excess of the agreed maximum rate shall require prior authorization.

For civil legal matters, Contractor shall utilize a legal assistant to interview inmates, open a file, draft documents, and conduct billing. An attorney shall review each file, prepare the appropriate response, and review all billing. All work performed on a matter involving additional civil legal services shall not exceed a total of $20.00. Any matter that requires extensive work in excess of the agreed maximum rate shall require prior authorization. If an inmate has been released or transferred prior to delivery of their POA, Contractor will not bill for that case.

4. Annual Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at a maximum rate of $35,000.00 per year.

5. Facilities and Equipment. It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide such facilities, equipment, and support staff as required for the performance of this Agreement.

6. Access. Contractor shall coordinate visits to the facilities with the Jail Program Director. Contractor may be provided access to locked locations within the facilities upon approval by the Security Manager.

7. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best effort to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of the 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 such claims 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. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. 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: Northwest Florida Legal Services, Inc. Attention: W. Douglas White 701 South J Street Pensacola, Florida 32502	To: Escambia County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32520

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. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its' surety, if any, seven (7) days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

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, the rules and regulations of the Federal Communications Commission and the Florida Public Service Commission.

16. Confidentiality. To the extent permitted by law, the Contractor shall not use, disclose or disseminate to any person, firm, corporation or entity any confidential information related to the Escambia County Correctional System including, but not limited to, security system plans, building plans, computer systems, criminal intelligence information, and criminal investigative information. Contractor acknowledges that a breach of this provision will cause irreparable injury to the County for which County shall be entitled to temporary and permanent injunctive relief. This provision shall remain in full force and effect and enforceable even after the expiration or termination of this agreement.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of the Florida law and Article II of Chapter 46, Escambia County Code or Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

Witness: _____

By: _____
Jack R. Brown, County Administrator

Date: 8/24/15

BCC Approved 08-20-2015

CONTRACTOR:
NORTHWEST FLORIDA LEGAL SERVICES, INC.

By: _____
W. Douglas White

Date: 7/23/15

ATTEST:

By: _____
Corporate Secretary

Date: 7/23/15

Approved as to form and legal sufficiency.

By/Title: _____

Date: 7/28/15

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16562 **County Administrator's Report 9. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Supplemental Budget Amendment #234 - Ex-Oriskany PCB Artificial Reef Monitoring
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #234 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #234, Other Grants and Projects Fund (110), in the amount of $1,500, to recognize additional Grant proceeds for Grant Agreement 15104-A3, from the Florida Fish and Wildlife Conservation Commission (FWC) for the Ex-Oriskany PCB Artificial Reef Monitoring Project. These Grant funds will be used for contaminant testing and fish tissue sampling activities at the Ex-Oriskany reef site. No matching funds are required.

BACKGROUND:

On June 6, 2019, the Board approved an Amendment 3 to Agreement No. 15104-A3 with the FWC for the Ex-Oriskany PCB Artificial Reef Monitoring Project. This Amendment will increase the Grant from $105,750 to $107,250; increase the number of samples to be analyzed from 141 to 143 fish; and extend the expiration date from December 31, 2019, to December 31, 2020.

The decommissioned aircraft carrier *Ex-Oriskany* was deployed as an artificial reef by the US Navy in May 2006. The Navy obtained a permit from US Environmental Protection Agency (USEPA) to deploy the ship in an artificial reef site permitted to Florida Fish and Wildlife Conservation Commission (FWC). US Navy's contractors could not remove all materials (paints, wiring, bulkhead insulation, etc.) containing solid-phase Polychlorinated Biphenyls (PBCs), however, the Navy's testing and analysis demonstrated to the satisfaction of USEPA that the PCBs in reef fish at Oriskany Reef would not exceed allowable levels for long-term human

consumption.

A condition of the USEPA permit required FWC and Escambia County to collect reef fish from Oriskany Reef for tissue analysis for PCBs. FWC has funded the fish tissue analyses through annual artificial reef monitoring grants. FWC and Escambia County conduct annual reef fish collection and PCB tissue analysis, and provide results to USEPA and Florida Department of Health. Upon review of these data, Florida Department of Health has listed scamp and bank seabass in their Annual Fish Consumption Advisory. USEPA requested FWC develop a Tier 2 Sampling Plan. This will likely result in greater sampling costs, therefore, FWC has increased funding of the existing Agreement FWC-15104 from $105,750 to $107,250.

BUDGETARY IMPACT:

This Amendment will increase Fund 110 in the amount of $1,500. No matching funds are required.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#234

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2019-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded additional grant funds from the Florida Fish and Wildlife Conservation Commission (FWC) for Ex-Oriskany PCB Artificial Reef Monitoring, and these revenues must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2019:

Other Grants and Projects	110
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Oriskany PCB Monitoring	110	334326	1,500
Total			**$1,500**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Professional Services	110/220338	53101	1,500
Total			**$1,500**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.08.01 16:11:12 -05'00'

OMB Approved

Supplemental Budget Amendment
234

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16564 **County Administrator's Report 9. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Supplemental Budget Amendment #235 - NRDA Artificial Reefs Grant 15153
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #235 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #235, Gulf Coast Restoration Fund (118), in the amount of $181,491, to recognize additional Grant proceeds from the Florida Fish and Wildlife Conservation Commission (FWC), and to appropriate these funds to construct artificial reefs under the Deepwater Horizon Natural Resources Damages Assessment (NRDA) Early Restoration Program. FWC is allowing up to 5% of the funds to be used by Escambia County to pay for expenses relating to managing the artificial reef projects.

BACKGROUND:

Escambia County has been awarded funds from Florida FWC to construct artificial reefs by deploying prefabricated modules within sites permitted to Escambia County by US Army Corps of Engineering and Florida Department of Environmental Protection. FWC is allowing up to 5% of the funds to be used by Escambia County to pay for expenses relating to managing the artificial reef projects.

At its regular meeting on January 7, 2016, the Board approved submitting an Application to the Florida Trustees for funding to construct artificial reefs through Natural Resources Damages Assessment (NRDA) Early Restoration as a result of the Deepwater Horizon Oil Spill. Florida Fish and Wildlife Conservation Commission (FWC) has managed the funding to Escambia County through the original FWC Agreement No. 15153. Funds have been used to construct artificial reefs by deploying prefabricated modules within sites permitted to Escambia County by US Army Corps of Engineers and Florida Department of Environmental

Protection.

Amendment No. 2 will increase the maximum compensation amount from $2,701,795.15, to $2,883,285.48 and increase the cumulative maximum allowable module footprint from 57,719 square feet, to 59,729 square feet. Furthermore, it will extend the Agreement expiration date to December 31, 2020, from June 30, 2019, as approved with Amendment No. 1.

BUDGETARY IMPACT:

This Amendment will increase Fund 118 by $181,491.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#235

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2019-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded additional grant funds from the Florida Fish and Wildlife Conservation Commission for constructing artificial reefs relating to the Escambia County Natural Resources Damages Assessment (NRDA) Artificial Reef Construction Project 2015-2016, 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:

Gulf Coast Restoration Fund	118
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
FWC 15153 Artificial Reefs	118	334737	181,491
Total			$181,491

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Repair and Maintenance	118 / 222004	54601	4,074
Operating Supplies	118 / 222004	55201	1,500
Fuel	118 / 222004	55204	3,500
Improvements other than Buildings	118 / 222004	56301	172,417
Total			$181,491

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

Lumon J. May, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.08.01 16:13:25 -05'00'

OMB Approved

Supplemental Budget Amendment

235

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16603 **County Administrator's Report 9. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: SBA #237 - Library Friends Donation
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #237 - Stephan Hall, Budget Manager, Management & Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #237, Library Fund (113), in the amount of $28,144, to recognize the donation from The Friends of the West Florida Public Library, and to appropriate these funds into the Library Donations Cost Center to be used to support and promote the Escambia County Library.

BACKGROUND:

The Library has received a donation from the Friends of the West Florida Public Library to be used in acquiring items to be used to support and promote the Library operations for patrons. $28,144 will be placed into the Friends Donation cost center for these purchases.

BUDGETARY IMPACT:

This Amendment will increase the Library Fund (113) by $28,144.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

sba#237

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2019-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County has received a donation from Friends of West Florida Public Libraries to be used to purchase capital items for the Library 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:

Library Fund	113
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
Friends of Libraries Donation	113	366218	28,144
Total			**28,144**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Books, Publications and Library Materials	113 / 110509	56601	28,144
Total			**28,144**

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

Lumon J. May, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.08.01 17:04:46 -05'00'

OMB Approved

Supplemental Budget Amendment #237

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16607 **County Administrator's Report 9. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Supplemental Budget Amendment #242 - FDOT Contribution for JPA for Video Detection Upgrade Project
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #242 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #242, Local Option Sales Tax III (LOST) Fund 352, in the amount of $214,950, to recognize proceeds from the Florida Department of Transportation (FDOT), for their contribution to Joint Participation Agreement Financial Project #438150-1-58-01, for the Video Detection Upgrade on State Highway System Project, and to appropriate these funds back to the LOST III fund.

BACKGROUND:

On May 17, 2018, the Board approved a Joint Participation Agreement between Escambia County and FDOT (Financial Project #438150-1-58-01), for the Video Detection Upgrade on State Highway System Project. The work consisted of upgrading traffic signal cameras at 9 locations throughout the County. FDOT agreed to reimburse the County for actual costs up to $225,748. Final actual costs totaled $214,950.

Funding for the project initially came from LOST III project 11EN1028, ITS Application, and that project is now being reimbursed actual costs from FDOT totaling $214,950.

BUDGETARY IMPACT:

This Amendment will increase Fund 352 by $214,950.

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 #242

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2019-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County has received FDOT's contribution of the Joint Project Agreement (Contract AS882) for Video Detection Upgrade on State Highway Systems, 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:

Local Options Sales Tax III	352
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
FDOT	352	337411	214,950
Total			$214,950

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Improvements Other than Buildings	352/210107	56301/11EN1028	214,950
Total			$214,950

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

Lumon J. May, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.08.01 17:24:41 -05'00'

OMB Approved

Supplemental Budget Amendment

#242

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16587 **County Administrator's Report 9. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Contract Award for Design Services for Galvez Boat Ramp Improvement Project
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Design Services for Galvez Boat Ramp Improvement Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Municipal Engineering Services, Inc., per the terms and conditions of PD 18-19.067, Design Services for Galvez Boat Ramp Improvement Project, in the amount of $202,632 for basic design services, and $76,810 for optional/allowance for complete design, for a lump sum amount of $279,442.

[Funding: Fund 110, Other Grants and Projects; Cost Center 230307, Vessel Registration Fees; Object Code 56301, Improvements Other than Buildings]

BACKGROUND:

Municipal Engineering Services, Inc., will develop construction plans for the Galvez Boat Ramp Improvement Project located in District 2 based on the specifications made by the Construction Management Division of the Escambia County Engineering Department and the Marine Resources Division of the Escambia County Natural Resources Management Division, in the terms and conditions of PD 18-19.067, Design Services for Galvez Boat Ramp Improvement Project.

A preliminary conceptual plan was approved by the Marine Advisory Committee at the March 11, 2019, meeting.

The intent of this project is to:

1. Relocate the boat ramps and docks to the end of Cruzat Way. The boat ramp will consist of a single ramp, wide enough for two boats to be launched simultaneously into the Intracoastal Waterway. The boat ramp and accessory docks will provide for safe and convenient use for all persons and be compliant with all ADA and Universal Access regulations.
2. Construct a permanent restroom facility. The restroom will provide for safe and convenient use for all persons and be compliant with all ADA and Universal Access regulations.
3. Reconfigure the parking area to provide for at least 58 parking spaces for vehicles with trailers, and at least 16 parking spaces for vehicles without trailers. The parking area will provide for safe and convenient use for all persons and be compliant with all ADA and Universal Access regulations.
4. Provide sidewalk access to ramps, docks, parking, restrooms, adjacent park, etc. The sidewalks will provide for safe and convenient use for all persons and be compliant with all ADA and Universal Access regulations.
5. Reconstruct or resurface Galvez Road and Cruzat Way.
6. Provide improvements at the intersections of Galvez Road and Innerarity Point Road and Cruzat Way and Innerarity Point Road if required.

A/E services shall provide construction plans, identification of permitting requirements and fees, public involvement, bid documents, bid assistance, and full project construction oversight for the Galvez Boat Ramp Improvement Project.

The Request for Letters of Interest were submitted to 173 known firms on May 28, 2019. Two firms responded and the Selection/Negotiation Committee ranked the firms in the following order:

1. Municipal Engineering Services, Inc.; and
2. Baskerville-Donovan, Inc.

Two negotiation meetings were held resulting in the Final and Best Offer being established on July 30, 2019, in the amount of $202,632 for basic design services and $76,810 for optional/allowance for complete design, for a lump sum amount of $279,442.

BUDGETARY IMPACT:

Funding: Fund 110, Other Grants and Projects; Cost Center 230307, Vessel Registraton Fees; Object Code 56301, Improvements Other than Buildings

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects

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, and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects.

Attachments

Solicitation
Register of Proposers
Selection Committee Rankings
Bid Distribution List
Agreement with Exhibits

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

DESIGN SERVICES FOR GALVEZ BOAT RAMP IMPROVEMENT PROJECT
Solicitation Identification Number PD 18-19.067

Letters of Interest Will Be Received Until:
11:59 p.m. CDT, June 12, 2019

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
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert D. Bender
Douglas B. Underhill

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:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4953
e-mail: JDLovingood@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.

Escambia County Florida
Request for Letters of Interest
Proposer's Checklist
DESIGN SERVICES FOR GALVEZ BOAT RAMP IMPROVEMENT PROJECT
Solicitation Identification Number PD 18-19.067

How to Submit Your Proposal
Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals 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 proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: **http://submittals.myescambia.com/**

- GSA Standard Form 330 (**the following forms must be submitted in the order listed below**)
  - Part II **(update if already submitted)**
  - Part I

The remaining forms are PDF's to be uploaded

- Letter of Interest
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)

Note: While the following forms are attached to this solicitation, they are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Truth in Negotiation Certification
- 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

The Following Submittals Are Required Upon Notice of Award:

- Certificate of Insurance

How to Submit a No Proposal

- If you do not wish to propose 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 proposal. Do not return with your proposal.

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I. INFORMATION PACKAGE

DESIGN SERVICES FOR GALVEZ BOAT RAMP IMPROVEMENT PROJECT
Solicitation Identification Number PD 18-19.067

Scope of Work

Purpose

The Construction Management Division of the Escambia County Engineering Department and the Marine Resources Division of the Escambia County Natural Resources Management Division, request that construction plans be developed for the Galvez Boat Ramp Improvement Project. Construction plans will include the design for improvements to the existing boat ramp, docks, parking lot, traffic flow, entrance and exit roadways, storm water detention, sidewalks, restroom facilities, landscaping, and lighting. A/E services shall provide construction plans, identification of permitting requirements and fees, public involvement, bid documents, bid assistance, and full project construction oversight for the Galvez Boat Ramp Improvement Project.

The County also desires to have an operational analysis performed for the County-maintained portion of Innerarity Point Road (approximately 2.8 miles) located west of Sorrento Road/Perdido Key Drive. The intent of the requested analysis is to determine what options are available to reduce traffic congestion, increase the level of service for the overall roadway and major intersection approach, and address any safety issues along the corridor that might be found.

The selected A/E shall assist in the acquisition of all property needed to complete the project, provide any legal descriptions, exhibits, or other documents required to acquire any and all properties including but not limited to right-of-way, easements, and property purchases. A boundary and topographic survey for this project will be provided by the County. The A.E will be responsible for acquiring any additional survey and it shall meet the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers. The design shall meet all required standards and specifications including, but not limited to, Safe Routes to School (SRTS), Americans with Disabilities Act (ADA), Architectural Barriers Act (ABA), Florida Department of Transportation (FDOT), Public Rights-of-Way Accessibility Guidelines (PROWAG), Manual on Uniform Traffic Control Devices (MUTCD), States Organization for Boating Access (SOBA), Angling and Boating Alliance (ABA), Florida Green Book and the latest addition of Design Standards.

A. It is the intent of the County to:

1. Relocate the boat ramps and docks to the end of Cruzat Way. The boat ramp will consist of a single ramp, wide enough for two boats to be launched simultaneously into the Intracoastal Waterway. The boat ramp and accessory docks will provide for safe and convenient use for all persons and shall be compliant with all ADA and Universal Assess regulations.
2. Construct a permanent restroom facility that will provide for safe and convenient use for all persons and be compliant with all ADA and Universal Access Regulations.
3. Reconfigure the parking area to provide for at least fifty-eight (58) parking spaces for vehicles with trailers, and at least sixteen (16) parking spaces for vehicles

without trailers. The parking area will provide for safe and convenient use for all persons and shall be compliant with all ADA and Universal Assess regulations.
4. Provide sidewalk access to ramps, docks, parking, restrooms, adjacent park, etc. The sidewalks will provide for safe and convenient use for all persons and shall be compliant with all ADA and Universal Assess regulations.
5. Reconstruct or resurface Galvez Road and Cruzat Way.
6. If required, provide improvements at the intersections of Galvez Road and Innerarity Point Road, as well as Cruzat Way and Innerarity Point Road.

B. This project consists of:

1. Review of the existing Galvez Boat Ramp and its associated infrastructure and features, including but not limited to, docks, parking lot, sidewalks, entrance and exit roadways, landscaping, lighting, restrooms, etc.
2. If necessary, provide additional surveying services necessary for the design of the project.
3. Complete Utility Coordination through the design process and construction, if necessary.
4. Analyze existing drainage features within the area for capacity and existing storm water run-off patterns. Any recommendations for upgrades shall be included as necessary. Drainage systems shall be designed to a minimum 100-year rainfall event and meet all FEMA Flood Zone Requirements.
5. Coordinate with the County's Project Manager and all agencies for the proper executions of the project design.
6. Obtain all required stormwater and wetland permits, including drawings and fees.
7. Perform an operational analysis for the County-maintained portion of Innerarity Point Road (approximately 2.8 miles) located west of Sorrento Road / Perdido Key Drive and provide a report of findings to the County.
8. Prepare a summary of pay items and quantities, and other required bid documents for construction.
9. Provide signed and sealed final plans and certified as-built drawings.

Description of Work Activities:

The A/E consultant and/or its sub-consultants will perform the following activities in completing the construction plans:

Task 1 – Data Collection & Review, Plan Preparation, and Estimates:

- Provide a schedule that will meet or exceed expectations.
- Provide Geotechnical Reports on Soil Data (if required).
- Provide Sub-Surface Utility Exploration (SUE) Reports (if required).
- If necessary, provide additional surveying services for the project based on, but not limited to, the following:
  1. Surveys (shall meet the current Florida Minimum Technical Standards as set for the by the Board of Professional Surveyors and Mappers):
     A. Certified Boundary Survey (with delineations of MHWL, wetlands, conservation easements, etc.).
     B. Topographic Survey
     C. Bathymetric Survey (to -5 ft. MLLW, in the proximate area of intended ramp, docks, and living shoreline/breakwater construction).

2. Minimum of Two (2) Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks not to exceed 1,000 feet.
3. Cross-section data intervals shall not exceed 100 feet. Where possible, topographic data shall exceed the right-of-way width by a minimum of five feet to ensure complete DTM coverage of right-of-way.
4. Roads rights-of-way and parcel lines depicted on the topographic survey shall be based on the field-located property corners, where such corners exist.
5. Coordinate with County Surveyor and staff for the collection of surveying data for project.
6. Electronic files submitted shall be based on the State Plane Coordinates, NAD 83/90, and North Florida Zone.
   * If there is a discrepancy between the requirements above and the current Florida Minimum Technical Standards, the more stringent standard shall apply.

- Provide 30%, 60%, 90%, and 100% plans for review by the County. Cursory reviews at the time of submittal will apply.
- Plans shall be reproducible to 40-scale 11”x17” and 20-scale 24”x36” sheets.
- Cost estimates shall be submitted via pricing agreement or bid tabulation (preliminary at 60%, final draft at 100%).

Task 2 – Coordination Meetings:

- Attend Escambia County Marine Advisory Committee meetings, and other public meetings, with stakeholders and the general public to receive input regarding drainage, paving, landscaping, and boat ramp issues.
- Meet with County Engineering, Marine Resources, and Parks staff for input on maintenance and historical complaints.
- Meet with County Engineering, Marine Resources, and Parks staff to receive input regarding functionality and aesthetics, zoning, permit requirements and other specific conditions.
- Utility Coordination and Plans-in-Hand walk-through with Utility companies shall occur at all phase submittals.
- Coordinate Two (2) public meetings with the Escambia County Marine Advisory Committee, the first at the 30%-plan stage and one at the 60%-plan stage. Provide all presentation material, provide and publish (web-based, A/E to provide) written responses to all questions.

Task 3 – Permitting:

- Obtain applicable Florida Department of Environmental Protection (FDEP) and the Army Corp or Engineers (ACOE) permits required for construction of the dock and boat ramp.
- Prepare submittal packages for review by County Development Review Committee (DRC). Attend pre-application meeting and any other required meetings.
- Obtain any additional required regulatory Environmental, Wetland, and Stormwater permitting. Include permit fee allowances.

Task 4 – Bidding:

- Prepare all bid documents throughout the bidding process.
- Attend pre-solicitation conference.
- Respond to all Requests for Information and issue any necessary addendums.
- Tabulate and verify bid tabulation totals.

Task 5 – Construction Administration and Inspections (limited allowance based on actual time)**:**

- A/E will attend a pre-construction conference.
- A/E will prepare as-built certification and as-built drawings based upon contractor mark-ups and milestone inspections, as well as post-construction meetings and inspections.
- A/E will be available during construction to provide interpretation of their design as necessary. Construction Administration Services for unforeseen construction issues will be an allowance requiring pre-approval from the Project Manager to proceed. The County will inspect all construction improvements.

Task 6 – Optional Services

- Geotechnical Services
- Subsurface Utility Exploration (SUE)
- Operational Analysis:
  1. Review and Summary of Safety History.
  2. Review Existing Levels of Service.
  3. Review Capacity Analysis.
  4. Evaluate Access Points.
  5. Review of Major Intersection Geometric and Traffic Signal Improvements Planned by FDOT for 2021 Implementation (Innerarity Point Road / Sorrento Road / Gulf Beach Highway / Perdido Key Drive).
     a) Summarize impacts of proposed FDOT improvements to existing level of service for Innerarity Point Road.
     b) Recommend any improvements outside of FDOT project limits that would likely prove beneficial to the safety or level of service for Innerarity Point Road eastbound approaching the signal.
  6. Review intersections at Galvez Road and Cruzat Road accounting for modified Boat Ramp usage and additional Park traffic.
     a) Recommend turn-lane needs.
     b) Consider directional use and conceptual layout of Galvez Road and Cruzat Road (coordinate with Municipal Engineers for Boat Ramp modifications.)>
  7. Provide report of findings to the County.

Deliverables

- One 11”x17” copy of the plans at each stage of plan development.
- One copy of the cost estimates via the pricing agreement or bid tabulation at each stage of plan development
- One copy of the drainage documentation.
- One copy of the Operational Analysis Report
- One copy of the geotechnical investigation, if required.
- One copy of the signed and sealed survey, if applicable.
- One copy of the required permits.
- Four paper copies (11”x17”) of the approved construction plans.
- One copy of the ICPR model.
- One copy of the ACAD drawing files.
- One copy of the Bid Package, if necessary.
- Two copies of the as-built drawings – one hard copy and one AutoCAD copy.
- A separate, digital (PDF-format) copy of all the above listed items.

Initial Design Estimate: ≤ $180,000.00
Initial Construction Estimate: ≤ $1,200,000.00

Desired Timelines: Design, permitting, and construction should be completed within 730 days of the Notice to Proceed for the design.

GSA Codes

Anticipated Disciplines (Function Codes SF 330) for this project

	Code	Description
Primary	12	Civil Engineer
	60	Transportation Engineer
Secondary	02	Administrative
	08	CADD Technician
	15	Construction Inspector
	16	Construction Manager
	18	Cost Engineer/Estimator
	24	Environmental Scientist
	27	Foundation/Geotechnical Engineer
	29	Geographic Information System Specialist
	38	Land Surveyor
	48	Project Manager
	55	Soils Engineer

Anticipated Experience Categories (Profile Codes SF 330) for this project

	Code	Description
Primary	T03	Traffic and Transportation Engineering
	S13	Stormwater Handling and Facilities
Secondary	C14	Conservation and Resource Management
	C15	Construction Management
	C16	Construction Surveying
	C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting
	E09	Environmental Impact Studies, Assessments or Statements
	E11	Environmental Planning
	G04	Geographic Information System Services: Development, Analysis, and Data Collection
	H07	Highways; Streets; Airfield Paving; Parking Lots
	L02	Land Surveying
	P06	Planning (Site, Installation, and Project)
	R11	Rivers; Canals; Waterways; Flood Control
	S05	Soils and Geologic Studies; Foundations
	S10	Surveying; Platting; Mapping; Flood-Plain Studies
	T04	Topographic Surveying and Mapping
	W02	Water Resources; Hydrology; Ground Water

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

A. Government Forms Software: http://submittals.myescambia.com/

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short-listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the 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.

The following policy will apply to all methods of source selection:

B. CONDUCT OF PARTICIPANTS

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

C. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those sub-consultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of sub-consultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

III. FIRMS' EVALUATIONS AND SELECTION

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

Selection Criteria	Points
Experience with design of Highways or Roads, and associated infrastructure: The firm must demonstrate experience preparing roadway design and plans for Escambia County or other municipalities. The firm should be familiar with the Florida Green Book, Escambia County Technical Specifications, FDOT Design Standards, FDOT Standard Specifications for Road and Bridge Construction, Federal Highway Administration, AASHTO, and MUTCD requirements	**15**
Experience with dock, pier, and boat ramp (maritime) construction: The firm's experience shall be demonstrated through past projects.	**30**
Ability to handle environmental permitting and utility coordination: The firm shall be familiar with Environmental Resource Permitting requirements of the Northwest Florida Water Management District, as well as the requirements of the Florida Department of Environmental Protection and the Army Corps of Engineers. The firm's response should demonstrate such experience. The firm should also be familiar with and have an understanding of the utility companies that may be impacted during the design and construction of the project.	**25**
Recent and current workloads: The firm's recent and current workload should be considered in the selection criteria, such as how many projects and how much the firm is currently under contract with Escambia Count. How many projects are listed in the firm's response? How many projects are active? The intent of this selection criterion is to provide a fair distribution of projects without loading any one firm with a majority of projects.	**10**
Past record and performance, background experience, and technical expertise of the firm and individual team members: Past records of performance shall be considered in the selection criteria. Consultant evaluation records should be of a positive nature. Any negative consultant evaluations reflecting poor performance should be strongly considered with a low ranking. The firms should also be ranked based upon the record of performance reflected in their response. A firm without and past Escambia County evaluation records should not reflect a poor score. Record of performance should be clearly documented in their response. The qualifications of the firm and individuals within the firm shall be considered with respect to the GSA Codes identified above for the project. The primary Civil Engineering discipline (function code 12), CADD Technician discipline (function code 08), and experience category for designing Stormwater Handling and Facilities (profile code S13) are a requirement of the firm. The firm needs to also have the capability to work with survey data provided by the County's Surveying Division, having staff knowledgeable in surveying and CADD. Secondary GSA codes listed above should improve the firm's ranking scores, but not all of the secondary codes are necessarily a requirement of the firm.	**10**

Ability to effectively communicate with County staff, contractors, and residents, when required: The firm should have the ability to effectively communicate with County staff concerning any issues that may arise during the design or the construction phase. The firm should have an understanding of general practices of construction to be able to communicate with the contractor in the event changes to the plans need to be made during the construction phase. The firm should have the ability to effectively communicate with the general public throughout all phases of the project when they express their concerns regarding the project. This communication also extends to those firms with local and in-house disciplines, and firm should receive a higher ranking than those utilizing a team due to the accessibility.	**5**
Recognition, understanding, capability, and resources to perform the services specific to the project. The firm's response should demonstrate a clear understanding of the Scope of Services for the project. The firm shall have the resources either within the firm or listed as a team member to address all aspects of the GSA Codes listed.	**5**

TOTAL: 100 points

Award(s) resulting from this solicitation shall be subject to the 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.

IV. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of requests	**May 28, 2019**
Letters of Interest due date	**11:59 p.m. CDT, June 12, 2019**
Short-Listing Meeting	**2:00 p.m., CDT, June 25, 2019**
Discussions, Ranking Meeting	**10:00 a.m., CDT, July 02, 2019**
Written Scope due to Committee for Review	**July 10, 2019**
Fee Proposal due to Committee for Review	**July 17, 2019**
1st Negotiations with First Ranked Firms	**10:30 a.m., CDT, July 23, 2019**
2nd Negotiations with First Ranked Firms	**If Required, 10:30 p.m., CDT, July 30, 2019**
Board of County Commissioners approval	**September 05, 2019**

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **September 05, 2019.**

V. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at http://submittals.myescambia.com/

Required items are described below (**The following forms must be submitted electronically in the order listed below**):

1. **Update Standard Form (SF) 330 – Part II (GFS format)**
   For those firms that have already provided an SF 330 Part II update as required

   Note: The wording on the form can't be changed, but include information as though the listing reads as follows:

11. ~~ANNUAL AVERAGE~~ PROFESSIONAL SERVICES REVENUES INVOICED AND PAID BY ~~OF~~ FIRM FOR LAST 3 YEARS

11. a. ~~Federal~~ Escambia County Florida Board of County Commissioners
11. b. ~~Non-Federal~~ Non-Escambia County Florida Board of County Commissioners Work

2. Standard Form (SF) 330 – Part I (GFS format)

Generated by GovernmentForms.software®, includes:

- Standard Form (SF) 330 - Part I, Section A-C
- Standard Form (SF) 330 - Part I, Section D
  - For each individual shown on the organizational chart list the following:
    - Name
    - Position relative to the project
    - Firm
    - Position in the firm
- Standard Form (SF) 330 - Part I, Section E
  Page Limit: 20 pages/resumes
- Standard Form (SF) 330 - Part I, Section F
  Page Limit: 10 pages/projects
- Standard Form (SF) 330 - Part I, Section G
  Page Limit: 1 page
- Standard Form (SF) 330 - Part I, Section H
  - The firm should provide three (3) examples of projects for government entities/municipalities indicating experience in the following:
    - Past Performance:
      - Provide at least three (3) samples showing performance records for the past five (5) years. Records should indicate:
        - Performance record
        - Background Experience
        - Technical Expertise
  - Current Work
    - Proposers shall list all currently active contracts or task orders with the following:
      - Escambia County, Florida,
      - Other Government Entities,
      - Private, and provide the following relative information
        - Contract or Task Order name
        - Current status
        - Costs
          - Original cost, to include any change orders
          - Remaining balance
  - Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
  - Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
  - Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years

Proposers shall include any additional information to represent your firm for consideration

3. **Letter of Interest (PDF format)**
   Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total Letter of Interest length shall not exceed 20 pages).

   Documents
   The following forms are PDF's to be uploaded
   - Letter Of Interest
   - Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
   - Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)
     Note: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.
   - Certification Regarding E-Verify System
   - Truth in Negotiation Certification
   - 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

No additional information is to be included in the Letter of Interest.

Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:
Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

_____
Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over $60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

_____
Name of Consultant

By: _____
Authorized Signature

_____
Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT 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 Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):
_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____ **E-mail: _____**

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

Verified by:_____ Date:_____

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

_____

SAMPLE

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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SAMPLE

AGREEMENT

THIS AGREEMENT is made and entered into this ___th day of _____, 201_, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and___, a for-profit corporation authorized to transact business in the State of Florida, whose address is__, (City), (State) (Zip), and whose Federal tax identification number is XX-XXXXXXX (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: _____ is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever t term "Contract Administrator" is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The ent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for_____.

SAMPLE

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) XX-XX in the amount of_____($_____) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD XX-XX.XXX, _____, and as represented in the Consultant's Letter of Interest response to PD XX-XX.XXX, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

SAMPLE

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, he Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in
(b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $ _____.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

SAMPLE

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

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 Section 5.3, is to be paid as follows: A lump sum amount of ___ ($_____). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

SAMPLE

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, 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 other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United Postal Service 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 least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

_____
_____
_____

(d) Invoices to the County shall be sent to:

_____
_____
_____
Pensacola, Florida ____

Notices to the County shall be sent to:

_____
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

SAMPLE

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate,

SAMPLE

more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

SAMPLE

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records d accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to t is Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant 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, as amended. The Consultant 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. The Consultant 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, Consultant 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 Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

SAMPLE

terminate the employment of the Consultant. In such case, the Consultant 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 Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid agreed to pay any person, company, corporation, individual, or firm, other a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 COMPLIANCE WITH LAWS: The Consultant agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to the Local Agency Program Federal-Aid Terms for Professional Services Contracts, attached hereto as Exhibit D.

9.6 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.7 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

SAMPLE

9.8 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant'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 Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to 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 and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, a any other indemnification of County by Consultant provided for wit in the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant'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.

9.9 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, 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

SAMPLE

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.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Jeffrey Lovingood, Purchasing Specialist, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days' notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall addressed.

9.11 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 or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SAMPLE

9.12 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.13 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.

9.14 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable the Consultant, the Consultant agrees to abide with such statutes.

9.15 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of e Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.16 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.

9.17 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 a subject of this Agreement shall be in the County of Escambia.

9.18 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant 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 Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

SAMPLE

(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.

9.19 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.20 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.21 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.

9.22 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.23 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.24 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and_____, signing by and through its President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
County Administrator

_____
Witness

Date: _____
BCC Approved: _____

_____
Witness

CONSULTANT:
_____, a _____
Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By:_____
(Name), (Title)

By:_____
Secretary

Date:_____

SAMPLE

Exhibit A

Scope of Work

SAMPLE

Exhibit B

Schedule

SAMPLE

Exhibit C

Fee Schedule

SAMPLE

REGISTER OF PROPOSERS

Solicitation # PD 18-19.067 Design Services for Galvez Boat Ramp Improvement Project

RFP Due Date & Time: June 23, 2019 @ 11:59 p.m. CDT

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
Baskerville-Donovan, Inc.	850-438-9661	jwaite@baskervilledonovan.com	Jim Waite, VP
Municipal Engineering Services, Inc.	850-939-9541	dlong@mesi-fl.com	Dale Long P.E. LEED AP
Submittals Received By:	Jeffrey Lovingood, Purchasing Coordinator		Date: June 24, 2019
Witnessed By:	Sherri Bonner, Office Support Associate		Date: June 24, 2019

JDL

Final Ranking Summary

Solicitation: PD 18-19.067 Design Services for Galvez Boat Ramp Improvement Project		
Committee Final Ranking Evaluation	Municipal Engineering Services, Inc.	Baskerville-Donovan
Individual Committee Member Scores		
Nick Chauvin	85	75
Chris Curb	90	80
James Duncan	90	85
Robert Turpin	100	95
Total	365	335
Individual Committee Member Ranking Based on Scores		
Nick Chauvin	1	2
Chris Curb	1	2
James Duncan	1	2
Robert Turpin	1	2
Total	4	8
Final Ranking	1	2

Short-List Scores									
		Nick Chauvin		**Chris Curb**		**James Duncan**		**Robert Turpin**	
	Available Points	Municiple Engineering	Baskerville Donovan	Municiple Engineering	Baskerville Donovan	Municiple Engineering	Baskerville Donovan	Municiple Engineering	Baskerville Donovan
Experience with Dock, Pier, and Boat Ramp (Maritime) Construction: The firm's experience shall be demonstrated through past projects.	30	29	30	26	25	26	28	29	30

Experience with design of Highways or Roads and associated infrastructure: The firm must demonstrate experience preparing roadway design and plans for Escambia County or other municipalities. The firm should be familiar with the Florida Green Book, Escambia County Technical Specifications, FDOT Design Standards, FDOT Standard Specifications for Road and Bridge Construction, Federal Highway Administration, ADA requirements, AASHTO, and MUTCD requirements	15	14	15	14	13	13	14	15	15
Ability to handle environmental permitting and utility coordination. The firm shall be familiar with Environmental Resource Permitting requirements of the Northwest Florida Water Management District, as well as the requirements of Florida Department of Environmental Protection, and the Army Corps of Engineers. The firm's response should demonstrate such experience in their response. The firm should also be familiar with and have an understanding of the utility companies that may be impacted during the design and construction of the project.	25	25	25	25	20	20	20	25	24

Recent and current workloads. The firm's recent and current workload should be considered in the selection criteria, such as how many projects and how much the firm is currently under contract with Escambia County. How many projects are listed in the firm's response? How many projects are active? The intent of this selection criterion is to provide a fair distribution of projects without loading any one firm up with a majority of the projects.	10	10	9	10	9	9	8	10	10
[illegible] considered in the selection criteria. Consultant evaluation records should be of a positive nature. Any negative consultant evaluations reflecting poor performance should be strongly considered with a low ranking. The firms should also be ranked based upon the record of performance reflected in their response. A firm without and past Escambia County evaluation records should not reflect a poor score. Record of performance should be clearly documented in their response. The qualifications of the firm and individuals within the firm shall be considered with respect to the GSA Codes identified above for the project. The primary Civil Engineering discipline (function code 12), CADD Technician discipline (function code 08), and experience category for designing Stormwater Handling and Facilities (profile code S13) are a requirement of the firm. The firm needs to also have the	10	10	9	10	7	9	7	10	10

Ability to effectively communicate with County staff, contractors, and residents, when required: The firm should have the ability to effectively communicate with County staff concerning any issues that may arise during the design or the construction phase. The firm should have an understanding of general practices of construction to be able to communicate with the contractor in the event changes to the plans need to be made during the construction phase. The firm should have the ability to effectively communicate with the general public throughout all phases of the project when they express their concerns regarding the project. This communication also extends to those firms with local and in-house disciplines, and firm should receive a higher ranking than those utilizing a team due to the accessibility.	5	5	4	5	4	5	4	5	5
Recognition, understanding, capability, and resources to perform the services specific to the project. The firm's response should demonstrate a clear understanding of the scope of services for the project. The firm shall have the resources either within the firm or listed as a team member to address all aspects of the GSA Codes listed.	5	5	5	5	4	5	4	5	5
	100	**98**	**97**	**95**	**82**	**87**	**85**	**99**	**99**

Nick Chauvin

							Municipal Engineering Services, Inc.		Baskerville-Donovan, Inc.	
Category	**1**	**2**	**3**	**4**	**5**	**% of Overall Score**	Score	Weighted Score	Score	Weighted Score
Explain some of the challenges your firm had to resolve/overcome in regard to the design and permitting of a previous boat ramp and/or dredging project?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	25%	4	20	4	20
What does value engineering mean to you and how would your firm implement it on this project?	Value Engineering response is wholly unacceptable for the organization's needs.	Most the Value Engineering response is unacceptable for the organization's needs.	Value Engineering response mostly meets the organization's needs.	Value Engineering response nearly meets all of the organization's needs.	Value Engineering response is unconditionally meets the organization's needs.	25%	4	20	4	20
Please describe challenges anticipated with this project.	The anticipated challenges response represents an unacceptably low understanding of the work to be performed.	The anticipated challenges response represents a low understanding of the work to be performed.	The anticipated challenges response represents a fair understanding of the work to be performed.	The anticipated challenges response represents a good understanding of the work to be performed.	The anticipated challenges response represents an outstanding understanding of the work to be performed.	25%	5	25	4	20
What low impact design features could be incorporated with this project?	Low impact design suggestions are unacceptable for the organizations needs.	Significant portion(s) of the proposed impact design are unacceptable for the organizations needs.	Low impact design suggestions mostly meets the organization's needs.	Loww impact design suggestions nearly meets all of the organization's needs.	Low iimpact design suggestions are unconditionally acceptable for the organization's needs.	25%	4	20	3	15
						Total		85		75

Chris Curb

							Municipal		Baskerville-Donovan,	
Category	**1**	**2**	**3**	**4**	**5**	**% of Overall Score**	Score	Weighted Score	Score	Weighted Score
Explain some of the challenges your firm had to resolve/overcome in regard to the design and permitting of a previous boat ramp and/or dredging project?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	25%	5	25	3	15
What does value engineering mean to you and how would your firm implement it on this project?	Value Engineering response is wholly unacceptable for the organization's needs.	Most the Value Engineering response is unacceptable for the organization's needs.	Value Engineering response mostly meets the organization's needs.	Value Engineering response nearly meets all of the organization's needs.	Value Engineering response is unconditionally meets the organization's needs.	25%	4	20	4	20
Please describe challenges anticipated with this project.	The anticipated challenges response represents an unacceptably low understanding of the work to be performed.	The anticipated challenges response represents a low understanding of the work to be performed.	The anticipated challenges response represents a fair understanding of the work to be performed.	The anticipated challenges response represents a good understanding of the work to be performed.	The anticipated challenges response represents an outstanding understanding of the work to be performed.	25%	5	25	4	20
What low impact design features could be incorporated with this project?	Low impact design suggestions are unacceptable for the organizations needs.	Significant portion(s) of the proposed impact design are unacceptable for the organizations needs.	Low impact design suggestions mostly meets the organization's needs.	Loww impact design suggestions nearly meets all of the organization's needs.	Low iimpact design suggestions are unconditionally acceptable for the organization's needs.	25%	4	20	5	25
						Total		90		80

James Duncan

							Municipal Engineering Services, Inc.		Baskerville-Donovan, Inc.	
Category	**1**	**2**	**3**	**4**	**5**	**% of Overall Score**	Score	Weighted Score	Score	Weighted Score
Explain some of the challenges your firm had to resolve/overcome in regard to the design and permitting of a previous boat ramp and/or dredging project?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	25%	4	20	4	20
What does value engineering mean to you and how would your firm implement it on this project?	Value Engineering response is wholly unacceptable for the organization's needs.	Most the Value Engineering response is unacceptable for the organization's needs.	Value Engineering response mostly meets the organization's needs.	Value Engineering response nearly meets all of the organization's needs.	Value Engineering response is unconditionally meets the organization's needs.	25%	5	25	5	25
Please describe challenges anticipated with this project.	The anticipated challenges response represents an unacceptably low understanding of the work to be performed.	The anticipated challenges response represents a low understanding of the work to be performed.	The anticipated challenges response represents a fair understanding of the work to be performed.	The anticipated challenges response represents a good understanding of the work to be performed.	The anticipated challenges response represents an outstanding understanding of the work to be performed.	25%	5	25	4	20
What low impact design features could be incorporated with this project?	Low impact design suggestions are unacceptable for the organizations needs.	Significant portion(s) of the proposed impact design are unacceptable for the organizations needs.	Low impact design suggestions mostly meets the organization's needs.	Loww impact design suggestions nearly meets all of the organization's needs.	Low iimpact design suggestions are unconditionally acceptable for the organization's needs.	25%	4	20	4	20
						Total		90		85

Robert Turpin

							Municipal Engineering Services, Inc.		Baskerville-Donovan, Inc.	
Category	**1**	**2**	**3**	**4**	**5**	**% of Overall Score**	Score	Weighted Score	Score	Weighted Score
Explain some of the challenges your firm had to resolve/overcome in regard to the design and permitting of a previous boat ramp and/or dredging project?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	25%	5	25	5	25
What does value engineering mean to you and how would your firm implement it on this project?	Value Engineering response is wholly unacceptable for the organization's needs.	Most the Value Engineering response is unacceptable for the organization's needs.	Value Engineering response mostly meets the organization's needs.	Value Engineering response nearly meets all of the organization's needs.	Value Engineering response is unconditionally meets the organization's needs.	25%	5	25	5	25
Please describe challenges anticipated with this project.	The anticipated challenges response represents an unacceptably low understanding of the work to be performed.	The anticipated challenges response represents a low understanding of the work to be performed.	The anticipated challenges response represents a fair understanding of the work to be performed.	The anticipated challenges response represents a good understanding of the work to be performed.	The anticipated challenges response represents an outstanding understanding of the work to be performed.	25%	5	25	4	20
What low impact design features could be incorporated with this project?	Low impact design suggestions are unacceptable for the organizations needs.	Significant portion(s) of the proposed impact design are unacceptable for the organizations needs.	Low impact design suggestions mostly meets the organization's needs.	Loww impact design suggestions nearly meets all of the organization's needs.	Low iimpact design suggestions are unconditionally acceptable for the organization's needs.	25%	5	25	5	25
						Total		100		95

Select Search PD 18-19-067 **Tagged** <all>

Subject: **Public Notice PD 18-19.031**
Date: **20190528 @ 08:37**

	Firm ID	Firm Name	POC	Email
1	203664317	ACC of Florida, Inc. (DBA Atla	Raymond J. Lotito, CET	rlotito@atlcc.net
2	952661922	AECOM Technical Services, Inc.	Jim Mayo, Vice President Ann Rhodes	jim.mayo@aecom.com ann.rhodes@aecom.com
3	952661922-07	AECOM Technical Services, Inc.	Wendy Lopez, PE	wendy.lopez@aecom.com
4	952661922-05	AECOM Technical Services, Inc.	Joe Chapman, PE, CFM	joe.chapman@aecom.com
5	952661922-02	AECOM Technical Services, Inc.	Carlos Garcia, PE	carlos.garcia@aecom.com
6	952661922-08	AECOM Technical Services, Inc.	Daniel Servetas, PE	daniel.servetas@aecom.com
7	952661922-01	AECOM Technical Services, Inc.	Srini Krishnaswamy, Sr Vice VP Ann Rhodes	srini.kris@aecom.com ann.rhodes@aecom.com
8	952661922-03	AECOM Technical Services, Inc.	Dennis Reece, CEP	dennis.reece@aecom.com
9	952661922-06	AECOM Technical Services, Inc.	David Ryan	david.ryan@aecom.com
10	952661922-04	AECOM Technical Services, Inc.	John E. Lobdell, PE	eddie.lobdell@aecom.com
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12	043682340-03	American Consulting Engineers	Jeff Novotny, PE, AICP Janet Valentine	jnovotny@ace-fla.com jvalentine@ace-fla.com
13	043682340-02	American Consulting Engineers	John Kilgore, PE Janet Valentine	jkilgore@ace-fla.com jvalentine@ace-fla.com
14	043682340-04	American Consulting Engineers	Chris O'Reilly, PE Janet Valentine	coreilly@ace-fla.com jvalentine@ace-fla.com
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16	570373224-02	Arcadis U.S., Inc.	Leah Martineau	leah.martineau@arcadis.com
17	570373224-00	ARCADIS U.S., Inc. (U.S. Corpo	Monica Dupre	monica.dupre@arcadis-us.com
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19	590896138	Atkins North America, Inc. (Pe	David Haight, FAICP Gregory S. Allen, PE	david.haight@atkinsglobal.com gregory.allen@atkinsglobal.com
20	590857184	Baskerville-Donovan, Inc.	Jim Waite Gina Alford-Dickerson Mike Langston, PE	jwaite@baskervilledonovan.com gdickerson@baskervilledonovan.com mlangston@baskervilledonovan.com
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22	231498326	Buchart Horn, Inc.	Brian S. Funkhouser, PE Charles L. Kinney, Jr., PG	bfunkhouser@bucharthorn.com ckinney@bucharthorn.com
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32	264340227	Dantin Consulting, LLC	Debbie M. Dantin J. Keith Dantin	debbie@dantinconsultingllc.com keith@dantinconsultingllc.com
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34	130746510-10	Dewberry Engineers Inc.	Christopher Cirrotti, LEED AP	ccirrotti@dewberry.com
35	130746510-01	Dewberry Engineers Inc.	David Tillar Brigette Welton Cliff Wilson	DTillar@Dewberry.com BWelton@dewberry.com CWilson@dewberry.com
36	130746510-04	Dewberry Engineers Inc.	Kevin E. Knudsen, PE	kknudsen@dewberry.com
37	080869094	Dewberry Engineers Inc.	John Avent, PLS	javent@dewberry.com
38	942583153	DKS Associates	Deborah Snyder	dls@dksassociates.com
39	591791174	DRMP, Inc.	Erica Jernigan, PE Lisa Greene Mark Puckett	ejernigan@drmp.com lgreene@drmp.com mpuckett@drmp.com
40	953323707	DYNATEST CONSULTING INC	SALIL GOKHALE, P.E. ROBERT BRIGGS, P.E.	sgokhale@dynatest.com rbriggs@dynatest.com
41	202865475	EMERALD OCEAN ENGINEERING LLC	David McGehee Cheryl Pollock	Bigwave@EmeraldOE.com papcep@gmail.com
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43	581402235-00	EnSafe Inc.	James N. Speakman, PhD, PE Phillip G. Coop, CHMM Mark Swantko	jspeakman@ensafe.com pcoop@ensafe.com mswantko@ensafe.com
44	203094339	EnSite, Inc.	Jeff Roman, P.E., LEED AP Shellie Johnson, AICP Jonathan Romine, RLA	JeffR@en-site.com ShellieJ@en-site.com JonathanR@en-site.com
45	592921038-14	Environmental Consulting & Tec	Christopher R. Fagerstrom, P.E.	cfagerstrom@ectinc.com
46	592921038-11	Environmental Consulting & Tec	William F. Karl, P.E.	wkarl@ectinc.com
47	592921038-12	Environmental Consulting & Tec	Mark A. Culbreth, P.G.	mculbreth@ectinc.com
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Messages sent: **173**

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

MUNICIPAL ENGINEERING SERVICES, INC.

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 31st day of July, 2019, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Municipal Engineering Services, Inc. a for-profit corporation authorized to transact business in the State of Florida, whose address is 8574 Turkey Bluff Road, Navarre, FL 32566, and whose Federal tax identification number is 47-1219942 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: Municipal Engineering Services, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Nick Chauvin, Engineering Project Coordinator, Escambia County Engineering Department. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 18-19.067, Design Services for Galvez Boat Ramp Improvement Project.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 18-19 in the amount as shown in Exhibit "A" of Two Hundred Two Thousand, Six Hundred Thirty-Two Dollars ($202,632.00) for basic design services, and Seventy-Six Thousand, Eight Hundred Ten Dollars for optional design services as determined by the Contract Administrator. The total amount for this project is Two Hundred Seventy-Nine Thousand, Four Hundred Forty-Two Dollars ($279,442.00).

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 18-19.067, Design Services for Galvez Boat Ramp Improvement Project and as represented in the Consultant's Letter of Interest response to PD 18-19.067, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $1,200,000.00.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

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: The amount as shown in Exhibit "A" of Two Hundred Two Thousand, Six Hundred Thirty-Two Dollars ($202,632.00) for basic design services, and Seventy-Six Thousand, Eight Hundred Ten Dollars for optional design services as determined by the Contract Administrator. The total amount for this project is Two Hundred Seventy-Nine Thousand, Four Hundred Forty-Two Dollars ($279,442.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.

(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty-five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, 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 other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. 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.

(c) Payments and Notices to the Consultant shall be made to:

Municipal Engineering Services, Inc.
9574 Turkey Bluff Road
Navarre, FL 32566
Attn: Dale Long

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Escambia County Engineering Department
3363 West Park Place
Pensacola, FL 32505
Attn: Nick Chauvin

County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructible product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant 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, as amended. The Consultant 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. The Consultant 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, Consultant 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 Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

terminate the employment of the Consultant. In such case, the Consultant 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 Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant'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 Consultant or by any person,

firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to 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 and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant'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.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, 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.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of

professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Purchasing Manager, 213 Palafox Place 2nd Floor, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 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 or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 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.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 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.

9.16 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 a subject of this Agreement shall be in the County of Escambia.

9.17 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 Consultant 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 Consultant 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.

9.18 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.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 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.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Municipal Engineering 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: _____
Janice P. Gilley, County Administrator

_____
Witness

Date: _____

BCC Approved: August 15, 2019

CONSULTANT:
Municipal Engineering Services, Inc., a For-Profit Corporation authorized to do business in the State of Florida.

ATTEST:

Corporate Secretary

By: _____
Secretary

By: _____
William V. Phillips, II, P.E., President

Date: _____

EXHIBIT A

MUNICIPAL ENGINEERING SERVICES INC

EXCELLENCE IN ENGINEERING SERVICE

July 31, 2019
170001-004

VIA E-MAIL jdlovingood@myescambia.com
Originals to Follow

Mr. Jeffrey Lovingood
Purchasing Specialist
Board of County Commissioners Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place 2nd. Floor
Pensacola, FL 32502

RE: Design Services for Galvez Boat Ramp Improvement Project – PD 18-19.067
Civil Engineering Services Scope of Work and Fee Proposal (FINAL)

Dear Jeff:

We are pleased to provide you with a revised scope of work for Civil Engineering Services associated with the re-design of the existing Galvez Boat Ramp, parking lot, docks, and improvements to Galvez Road and Cruzat Way. Our understanding of the project scope is based on our initial fee negotiation meeting held on July 23, 3019, the scope outlined in the Request for Letters of Interest dated May 28, 2019, and the conceptual design plan that we previously developed. The project will consist of the design and construction of the following:

1. Expand and re-build/resurface the existing boat ramp parking lot.
2. Re-stripe and sign the parking lot to improve the traffic flow into and out of the lot and to improve access and efficiency between the boat ramp and the parking stalls.
3. Dock and ramp relocation and improvements.
4. Widen and resurface the two access roads (Galvez Road and Cruzat Way) to improve access to the boat ramp and parking lot.
5. Turn lane improvements to the intersection of Galvez and Cruzat with Innerarity Point Road as required.

We will utilize the previously provided County Survey of the boat ramp property. We will supplement this survey with the survey services that follow to compliment and expand this survey as required to design, permit, and construct the project.

We propose to complete the following Basic Scope of Services:

TASK 1 – PRELIMINARY DESIGN

1. Project coordination to include meetings and correspondence with client, the design team, and affected utilities.
2. Gather pertinent background data for the project area relative to drainage, right-of-way, existing utilities, etc.
3. Right-of-way and topographic survey per the RLI requirements. Survey will generally include the following:
    a. Topo location of all above-ground improvements, property corners, trees, marked utilities, etc. within the existing right-of-way of Cruzat and Galvez. Along Cruzat, the survey will overlap into the adjacent Park property to pick up existing improvements for connectivity consideration. The survey will extend up Innerarity Point Road for a minimum of 50 feet in all directions at the intersection.
    b. Bathymetric Survey adjacent to the south property line into the Intercoastal Waterway. This survey will include the navigation channel centerline, grass beds (if any are present), and the adjacent riparian rights (east and west of the property).
4. Geotechnical Engineering as required to design the stormwater system, parking lot, roadway improvements, docks, and boat ramp.
5. Utility coordination to include forwarding design ticket information to affected utilities and coordinating the field location of their facilities.
6. Field check of completed survey.
7. Generate updated project base drawing from County survey, Hub Stacey's Survey, and new survey work as well as proposed improvements to Hub Stacey's to the north.

TASK 2 – 30% DESIGN

1. Project coordination to include meetings and correspondence with client, the design team, and affected utilities.
2. Utility Coordination to include follow-up with utility companies and confirm utility locations on the survey.
3. Evaluate existing right-of-way and available property along Cruzat and Galvez.
4. Update existing preliminary project layout to include roadway work along Galvez and Cruzat.
5. Drainage basin delineation/study.
6. Prepare project 30% construction plan submittal for County and Utility review.

TASK 3 – 60% PLAN DEVELOPMENT

1. Project coordination to include meetings and correspondence with client, design team, and affected utilities.

2. Address County 30% comments.
3. Progress construction plans to 60% completion level.
4. Prepare site development plan set to include:
    a. Cover sheet.
    b. General notes and legend.
    c. Existing conditions plan.
    d. Demolition and erosion control plan.
    e. Site plan.
    f. Grading and drainage plan.
    g. Striping and signage plan.
    h. Landscaping plan (min required to meet DRC requirements).
    i. Dock Cross-Sections.
    j. Boat ramp profile and cross sections.
    k. Boat ramp, seawall, and dock structural design.
    l. Details.
5. Provide plan and profile views, details, cross-sections, etc. as applicable for Galvez Road and Cruzat Way improvements.
6. Prepare drainage calculations and design stormwater conveyance system.
7. Utility coordination to include follow-up with utility companies and work through any conflicts between existing utilities and the proposed roadway and drainage.
8. Prepare for and attend a Marine Advisory Committee Meeting.
9. Prepare 60% construction plan submittal for County and Utility review.
10. Generate construction cost estimate to coincide with 60% plans. Estimate will be generated from the County's current Pricing Agreement and other applicable sources.
11. Prepare Utility Conflict Matrix.
12. Plan-in-hand site walkthrough with client and utility companies.

<u>TASK 4 – 90% PLAN DEVELOPMENT</u>

1. Project coordination to include meetings and correspondence with client, design team, and affected utilities.
2. Address County 60% comments.
3. Progress construction plans to 90% completion level.
4. Prepare for and attend a Marine Advisory Committee Meeting.
5. Update Utility Conflict Matrix.
6. Complete an internal QA/QC plan review.
7. Update construction cost estimate.
8. Prepare 90% construction plan submittal for County and Utility review.

<u>TASK 5 – 100% (FINAL) CONSTRUCTION PLANS AND CONTRACT DOCUMENTS</u>

1. Project coordination to include meetings and correspondence with client, design team, and affected utilities.
2. Address County 90% comments.
3. Progress construction plans to 100% completion level.
4. Complete a final internal QA/QC plan review.
5. Resolve any outstanding utility conflicts and provide final construction plans to utility companies.
6. Finalize utility conflict matrix.
7. Finalize construction cost estimate.
8. Prepare Final (100%) construction plan submittal for County and Utility review.

TASK 6 – PERMITTING

1. Prepare for and attend a pre-application meeting with Escambia County.
2. Prepare for and attend a pre-application meeting with USACOE.
3. Prepare for and attend a pre-application meeting with FDEP.
4. Consult and coordinate with adjacent property owner to address potential riparian conflicts or encroachments.
5. Prepare submission to the Escambia County DRC including all applications, plans, and calculations, as required for site development permitting.
6. Address all County comments, obtain signoffs from reviewers, and prepare re-submittal package.
7. Prepare submission to the Florida Department of Environmental Protection/NWFL Water Management District including all applications, plans, and calculations including a stormwater management plan required for an Environmental Resource Permit (ERP).
8. Prepare submission to the USACOE including all applications, plans, and calculations, as required for waterward permitting.
9. Prepare the SWPPP.
10. Generate permitting drawings (8-1/2” x 11”) for waterward improvements.
11. Address all FDEP/WMD ERP permitting comments and prepare re-submittal.
12. Address all ACOE permitting comments and prepare re-submittal.

TASK 7 – BIDDING/CONTRACT SOLICITATION

1. Project coordination to include meetings and correspondence with client and design team related to bidding.
2. Address any final comments from County and affected utilities.
3. Prepare Bid Schedule and Bid Package for County Purchasing.
4. Prepare for and attend Pre-Bid Mtg.
5. Respond to Bidder questions during Bid process and assist County with Addenda preparation as required.
6. Prepare for and attend Bid Opening.

7. Review bids, prepare tabulation, and make Recommendation for Award.

TASK 8 – LIMITED CA/CM

1. Prepare for and attend Pre-Construction Conference.
2. Respond to contractor Requests for Additional Information during construction.
3. Review shop drawing submittals.
4. Perform site visits during construction to observe construction status and address Contractor concerns. Anticipate no more than five (5) visits during construction. Visits will be timed to coincide with RAI's, testing, contractor questions, or other construction milestones.
5. Review Contractor proposed Change Order requests and recommend action to the Client.
6. Perform a Substantial Completion inspection and final punch list.
7. Prepare Certified as-built record drawings from provided Contractor redlines.

OPTIONAL SERVICES:

We will provide the following optional services as may be required by this project:

1. Permitting fees.
2. Subsurface Utility Engineering (SUE) work.
3. Complete Traffic Study as outlined in the RLI.
4. Turn Lane Design along Innerarity Point Road at intersection with Galvez Road to include:
    a. Survey Along Innerarity Point Road for turn lanes.
    b. Geotechnical work for turn lane design.
    c. Turn Lane design and permitting.
5. Bathroom facility design to include Architectural and MEP design as well as associated Civil design to provide utilities (water and sewer) for the bathroom facility.
6. Public involvement meetings above and beyond the two Marine Advisory Committee meetings noted above.
7. Construction Administration/Monitoring above and beyond what is listed above.
8. Landscape Architecture and irrigation design.
9. Archaeological site assessment.
10. Submerged Land Lease Survey for Proprietary Authorization.
11. Easement acquisition.
12. Utility relocation associated with turn lane design and construction.
13. Re-zoning, Variance, or conditional use applications or support services. It is assumed that the current zoning is adequate for the proposed development.
14. Site lighting.
15. Other civil related issues as required.

We appreciate the opportunity and look forward to working with you on this project. We have attached an hourly fee breakdown for your review and approval. If you have any questions, or if you require any additional information, please do not hesitate to call.

Sincerely,

Municipal Engineering Services, Inc.

Dale E. Long, P.E., LEED AP
Senior Project Engineer

/DEL

Attachment

EXHIBIT B

DESIGN SERVICES FOR GALVEZ BOAT RAMP IMPROVEMENT PROJECT

SCHEDULE FOR COMPLETION

July 31, 2019

Task	Start Date	Completion Date	Time to Complete
BCC Approval	Thursday, September 05, 2019	Thursday, September 05, 2019	0
Notice to Proceed	Monday, September 16, 2019	Monday, September 16, 2019	0
Preliminary Design (Survey, Geotech, Traffic, Environmental)	Monday, September 16, 2019	Monday, November 04, 2019	49
30% Design Development (Update 30% Plan)	Monday, November 04, 2019	Friday, December 06, 2019	32
Pre-Application Meetings (Escambia County, ACOE, FDEP)	Friday, December 06, 2019	Friday, December 13, 2019	7
30% Design Submittal to County	**Friday, December 06, 2019**	**Friday, December 06, 2019**	0
County Review	Friday, December 06, 2019	Friday, December 13, 2019	7
USACOE Submittal (negotiation and addressing comments with Corp to continue through the duration of the design)	Friday, December 13, 2019	Friday, January 01, 2021	385
Address County 30% & Develop 60% Plans	Friday, December 13, 2019	Friday, January 24, 2020	42
60% Design Submittal to County	**Friday, January 24, 2020**	**Friday, January 24, 2020**	0
County Review	Friday, January 24, 2020	Friday, February 07, 2020	14
Address County 60% & Develop 90% Plans	Friday, February 07, 2020	Friday, March 06, 2020	28
90% Design Submittal to County	**Friday, March 06, 2020**	**Friday, March 06, 2020**	0
County Review	Friday, March 06, 2020	Friday, March 13, 2020	7
Address County 90% Comments & Develop 100% Plans	Friday, March 13, 2020	Friday, April 03, 2020	21
Prepare Permit Submittals and Adddress Comments	Friday, April 03, 2020	Friday, January 01, 2021	273
100% (Final) Design Submittal to County	**Friday, January 01, 2021**	**Friday, January 01, 2021**	0
County Review	Friday, January 01, 2021	Friday, January 08, 2021	7
Address County 100% Comments/Finalize Bid Documents	Friday, January 08, 2021	Friday, January 22, 2021	14
		TOTAL PROJECT DESIGN TIME =	**505**
Bidding	Friday, January 22, 2021	Monday, February 22, 2021	31
Bid Tabulation/Recommendation of Award	**Monday, February 22, 2021**	**Friday, February 26, 2021**	4
Receive and Execute Construction Contracts	Friday, February 26, 2021	Friday, April 16, 2021	49
Pre-Construction Conference	Friday, April 16, 2021	Friday, April 16, 2021	0
Construction	Friday, February 26, 2021	Tuesday, November 23, 2021	270
Project Closeout	**Tuesday, November 23, 2021**	**Friday, December 24, 2021**	31
		TOTAL PROJECT CONSTRUCTION TIME =	**336**

TOTAL PROJECT TIME = 841
(APPROXIMATELY 2 YEARS AND 4 MONTHS)

EXHIBIT C

Galvez Boat Ramp Site Improvements (PD 18-19.067)
For Escambia County
July 24, 2019
Civil Engineering for the Various Site Improvements at the Galvez Boat Ramp on Innerarity Point

DESCRIPTION	PM	Sr. PE	CADD	CLERICAL	FEE
	$125	$115	$70	$45	
BASIC SERVICES					
TASK 1 - PRELIMINARY DESIGN					
Project Coordination Meetings With Client	2	10	2	2	$1,630.00
Background Data Collection from County, Utility Companies, Etc.		4	2	2	$690.00
Project Coordination with Design Team	1	10	6	2	$1,785.00
Environmental Field Work (WSI)					$600.00
Right-of-Way, Topographic, and Bathymetric Survey (RBA)					$13,400.00
Geotechnical Engineering (LMJ)					$15,692.00
Develop Base Drawing from Multiple Surveys	1	8	30		$3,145.00
Coordination with Utility Companies		6	2	2	$920.00
Site Visit/Field Check Survey		6	15		$1,740.00
TASK 1 TOTALS =	4	44	57	8	$39,602.00
TASK 2 - 30% PLAN DEVELOPMENT					
Project Coordination Meetings With Client	1	6	2	2	$1,045.00
Project Coordination with Design Team		4	2	2	$690.00
Drainage Basin Delineation and Evaluation	1	10	4		$1,555.00
Develop 30% Plans for Cruzat Road	1	3	6		$890.00
Develop 30% Plans for Galvez Road	1	3	6		$890.00
Develop Updated 30% Design Plans		8	20		$2,320.00
Send 30% Plans to Utility Companies		2	4	1	$555.00
Prepare Preliminary Cost Estimate		10	2	1	$1,335.00
Prepare and Submit 30% Plans to Escambia County		6	4	1	$1,015.00
30% Review Meeting with County	1	6	2	1	$1,000.00
TASK 2 TOTALS =	5	58	52	8	$11,295.00

TASK 3 - 60% PLAN DEVELOPMENT					
Project Coordination Meetings With Client	1	6	2	2	$1,045.00
Project Coordination with Design Team		4	2	2	$690.00
Prepare for and Attend One Marine Advisory Committee Meeting		4	2	2	$690.00
Incorporate 30% Comments	1	8	16		$2,165.00
Incorporate Public Comments into Plans	1	6	12		$1,655.00
Prepare Cover Sheet		4	8		$1,020.00
Prepare Legend and General Notes		6	16	1	$1,855.00
Prepare Existing Conditions Plan		4	8		$1,020.00
Prepare Overall Project Geometry and Control Plan		8	25		$2,670.00
Prepare Site Plan		6	15		$1,740.00
Prepare Demolition and Erosion Control Plan		8	16		$2,040.00
Prepare Site Grading and Drainage Plan Sheet (Including Design)	2	25	35		$5,575.00
Prepare Site Striping and Signage Plan		8	15		$1,970.00
Prepare Site Landscaping Plan (Min Required by County DRC)		10	20		$2,550.00
Prepare Stormwater Management Plan and Pond(s) Design	1	16	10	2	$2,755.00
Stormwater Pond Modeling and Details	2	12	10		$2,330.00
Prepare General Detail Sheet(s)	1	6	18		$2,075.00
Prepare Seawall, Dock and Boat Ramp Structural Details (BLSE)					$8,250.00
Prepare Ramp Cross-Sections and Profile	1	8	12		$1,885.00
Prepare Plan and Profile Sheets for Cruzat and Galvez	1	15	25		$3,600.00
Prepare Drainage Improvements for Cruzat and Galvez	1	15	25		$3,600.00
Prepare Roadway Cross-Sections	1	20	25		$4,175.00
Model Traffic Turning Movements Through Site		8	4		$1,200.00
Send 60% Plans to Utility Companies		2	4	1	$555.00
Prepare 60% Cost Estimate		10	2	1	$1,335.00
Prepare 60% Utility Conflict Matrix		4	1	1	$575.00
Prepare and Submit 60% Plans to Escambia County		6	4	1	$1,015.00
60% Review Meeting with County		6	2	1	$875.00
Plans-in-Hand Site Meeting		6	1		$760.00
TASK 3 TOTALS =	13	241	335	14	$61,670.00

TASK 4 - 90% PLAN DEVELOPMENT					
Project Coordination Meetings With Client	1	6	2	2	$1,045.00
Project Coordination with Design Team		4	2	2	$690.00
Prepare for and Attend One Marine Advisory Committee Meeting		4	2	2	$690.00
Incorporate Public Comments into Plans	1	6	10		$1,515.00
Incorporate 60% Comments	2	12	25		$3,380.00
Progress Ramp Parking Plans to 90% Complete	2	10	20		$2,800.00
Progress Seawall, Ramp and Dock Plans to 90% Complete (BLSE)					$4,125.00
Progress Cruzat Road Plans to 90% Complete	2	10	25		$3,150.00
Progress Galvez Road Plans to 90% Complete	2	10	25		$3,150.00
Prepare 90% Cost Estimate		6	2	1	$875.00
Prepare 90% Utility Conflict Matrix	1	4	1	1	$700.00
Internal QA/QC	8	10	20		$3,550.00
Prepare and Submit 90% Plans to Escambia County		6	4	1	$1,015.00
Send 90% Plans to Utility Companies		2	4	1	$555.00
90% Review Meeting with County	1	6	2	1	$1,000.00
TASK 4 TOTALS =	20	96	144	11	$28,240.00
TASK 5 - FINAL (100%) CONSTRUCTION PLAN DEVELOPMENT					
Project Coordination Meetings With Client		3	1	1	$460.00
Project Coordination with Design Team		4	2	2	$690.00
Incorporate 90% Comments	1	6	10		$1,515.00
Finalize Ramp Parking Plans	1	6	12		$1,655.00
Finalize Seawall, Ramp, and Dock Plans	1	4	8		$1,145.00
Finalize Cruzat Road Plans	1	6	12		$1,655.00
Finalize Galvez Road Plans	1	6	12		$1,655.00
Final Internal QA/QC	4	6	10		$1,890.00
Prepare Final Cost Estimate	1	6	2	1	$1,000.00
Finalize Utility Conflict Matrix	1	4	1	1	$700.00
Send Final Plans to Utility Companies		2	4	1	$555.00
Prepare and Submit 100% Final Plans to Escambia County		6	4	1	$1,015.00
TASK 5 TOTALS =	11	59	78	7	$13,935.00
TASK 6 - PERMITTING					
Permit Coordination Meetings With Client		3	1	1	$460.00
Permit Coordination with Design Team		4	2	2	$690.00
Prepare for and Attend Escambia County Pre-Application Meeting	1	8	2	2	$1,275.00
Prepare for and Attend FDEP/NWFWMD Pre-Application Meeting	1	8	2	2	$1,275.00
Prepare for and Attend USACOE Pre-Application Meeting	1	8	2	2	$1,275.00
Coordination with Adjacent Property Owner Regarding Riparian Rights		6			$690.00
Stakeholder Coordination (WSI)					$300.00
Environmental Permitting Assistance (WSI)					$3,500.00
Prepare 8.5" x 11" Jurisdictional Permitting Drawings	2	10	30	2	$3,590.00
Prepare and Submit Escambia County Initial Site Plan Review Submittal		10	10	2	$1,940.00
Address County Comments and Acquire County Sign-Offs	2	12	25	2	$3,470.00
Prepare and Submit Escambia County Final Site Plan Review Submittal		6	8	1	$1,295.00
Prepare SWPPP		8	6	2	$1,430.00
Prepare ACOE Permit Submittal		4	8	1	$1,065.00
Address ACOE Comments and Resubmit		10	10	1	$1,895.00
Prepare ERP Individual Permit Submittal		12	6	2	$1,890.00
Address FDEP/WMD ERP Comments and Resubmit		10	10	1	$1,895.00
TASK 6 TOTALS =	7	119	122	23	$27,935.00

TASK 7 - BIDDING/CONTRACT SOLICITATION					
Incorporate Final Comments	1	6	12		$1,655.00
Prepare Bid Document Package for Purchasing	1	8	4	4	$1,505.00
Prepare for and Attend Pre-Bid		4			$460.00
Address Bidder Questions and Prepare Addenda	2	10	4	2	$1,770.00
Prepare For and Attend Bid Opening		4			$460.00
Review Bids and Make a Recommendation to County	1	5		2	$790.00
TASK 7 TOTALS =	5	37	20	8	$6,640.00
TASK 8 - LIMITED CA/CM					
Prepare for and Attend Pre-Construction Conference		4	1		$530.00
Respond to Contractor RAI's During Construction	1	10	5	2	$1,715.00
Limited CA/CM Related to Seawall, Dock, and Ramp Structural (BLSE)					$1,375.00
Review Shop Drawings	2	10		4	$1,580.00
Site Visits to Observe Construction Status (5 Visits)	1	20		5	$2,650.00
Review and Coordinate Change Order Proposals from the Contractor	2	10		2	$1,490.00
Substantial Completion Inspection and Generate Final Punch List		4		1	$505.00
Provide Certified As-Built Drawings from Contractor Redlines	2	12	25	2	$3,470.00
TASK 8 TOTALS =	8	70	31	16	$13,315.00
TOTALS =	73	724	839	95	$202,632.00

FEE PROPOSAL SUMMARY	
BASIC DESIGN SERVICES (MESI) =	**$155,390.00**
SUBCONSULTANT DESIGN SERVICES =	**$47,242.00**
SURVEYING =	**$13,400.00**
GEOTECHNICAL ENGINEERING =	**$15,692.00**
STRUCTURAL ENGINEERING =	**$13,750.00**
ENVIRONMENTAL =	**$4,400.00**
TOTAL BASIC SERVICES =	**$202,632.00**
OPTIONAL DESIGN SERVICES (MESI) =	**$29,010.00**
PERMIT FEES =	**$1,200.00**
SUBCONSULTANT OPTIONAL SERVICES =	**$46,600.00**
SURVEYING =	**$10,700.00**
GEOTECHNICAL ENGINEERING =	**$750.00**
TRAFFIC =	**$11,750.00**
SUE SUBCONSULTANT =	**$2,500.00**
ARCHITECTURAL/MEP =	**$10,900.00**
ARCHAEOLOGICAL SUBCONSULTANT =	**$2,000.00**
SITE LIGHTING (ELECTRICAL) =	**$3,000.00**
LANDSCAPE ARCHITECTURE =	**$5,000.00**
TOTAL OPTIONAL SERVICES =	**$76,810.00**
DESIGN TOTAL =	**$279,442.00**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16584 **County Administrator's Report 9. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Purchase of One Ford F-750 with 10-Yard Dump Body
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of One Ford F-750 with 10-Yard Dump Body for the Escambia County Road Department - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve, and authorize the County Administrator to sign, the Purchase Order for one Ford F-750 with 10-Yard Dump Body, per the specifications outlined in PD 18-19.064, Ford F-750 with 10-Yard Dump Body from Bozard Ford Company, in the amount of $79,996.

[Funding: Fund 175, Transportation Trust; Cost Center 210402, Road Maintenance; Object Code 56401, Machinery & Equipment]

Specification PD 18-19.064, Ford F-750 with 10-Yard Dump Body, was noticed to 26 registrants, including local dealers. The solicitation was viewed by 16 registrants and downloaded by 13.

BACKGROUND:

Specification PD 18-19.064, Ford F-750 with 10-Yard Dump Body, was posted on Vendor Registry beginning May 22, 2019, to 26 registrants - including local dealers. The solicitation was viewed by 16 registrants and downloaded by 13. One bid response was received, making Bozard Ford Company the lowest, most responsive bidder.

BUDGETARY IMPACT:

Funding: Fund 175, Transportation Trust; Cost Center 210402, Road Maintenance; Object Code 56401, Machinery & Equipment

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation

Bid Response Bozard Ford Company

Bid Tab Recommendation to Award

Recommendation to Award Determination Checklist

Bid Distribution List

Bid Analytics

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BID

FORD F-750 WITH 10YD DUMP BODY (OR APPROVED EQUIVALENT)
SPECIFICATION NUMBER PD 18-19.064

BIDS WILL BE RECEIVED UNTIL 3:00 PM CDT, June 4, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert D. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to Vendors of the local Vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any Vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a Vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does

not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to Vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A Vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any Vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or

firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
FORD F-750 WITH 10YD DUMP BODY (OR APPROVED EQUIVALENT)
SPECIFICATION PD 18-19.064

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.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

FORD F-750 WITH 10YD DUMP BODY (OR APPROVED EQUIVALENT)
PD 18-19.064

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Ford F-750 with 10YD Dump Body (or approved equivalent)

Solicitation Number PD 18-19.064

Solicitation

MAILING DATE: 05/06/2019
PRE-SOLICITATION CONFERENCE: There will be no pre-solicitation conference for this solicitation.
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, June 4, 2019, 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 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

_____
(Name of Person Authorized to Sign Offer)

_____
(Title of Person Authorized to Sign Offer)

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.

* _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.*

Bid Form

Base Bid for One (1) Unit $ _____

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 # _____

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's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. 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 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 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 18-19.064, "Ford F-750 with 10YD Dump Body (or approved equivalent)", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the Bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Project Narrative

This solicitation is for the purchase of One (1) 2019 Ford F-750 Regular Cab 4x2 (F7D), or approved equivalent:

A. 2019 Hino 338
B. 2019 Freightliner M2
C. 2019 International MV
D. 2019 Kenworth T370
E. 2019 Mack MHD
F. 2019 Perterbuilt 337
G. 2019 Western Star 4700

Optional equipment required shall include the following, or approved equivalent:

A. Exterior Color: White
B. Interior Color: darkest available
C. 6.7L Power Stroke V8 300 HP @ 2,500 RPM 700fl/lbs Torque @1,800 RPM
D. 6-Speed Automatic Transmission
E. PTO Provision
F. 22.5x8.25 Wheels
G. 11R22.5H Goodyear Tires
H. Air Brakes
I. Air Dryer
J. FT Axle Lube
K. Rear Axle Lube
L. 81’ CA
M. 12,000 ft Axle
N. 13,200 lb/ft Springs
O. FT Stablizer Bar
P. 23,000 Rear Locking Axle
Q. Upgrade Drivershaft
R. 31,000 Rear Springs

S. Mirrors 102” Width
T. 14.18 S< 120,000 PSI (1,701,600 RBM)
U. 220-Amp Alternator
V. Quantity Two (2) 900 CCA 1800 Total Battery
W. Body Builder Wiring
X. Voltmeter
Y. 30/70 Air Ride Driver’s Seat
Z. Ox Bodies 10-Yard
AA. Tarp
BB. Trailer Brake Controler
CC. Heavy-Duty Trailer Towing Package

3. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Specialist, at JDLovingood@myescambia.com. Last day for questions will be May 30, 2019 at 5:00 PM CDT.

4. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror’s Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. F.O.B. Point

The F.O.B. shall be 601 Highway 297-A, Cantonment, FL, 32533, Attention James Higdon (850-937-2123). Offers showing other than F.O.B. destination will not be accepted. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County.

6. Delivery

Delivery is requested within 120 calendar days after receipt of purchase order or release Order.

7. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an original invoice, in duplicate, to:

Road Department/Fleet Division
ATTN: James Higdon
601 Hwy 297A
Cantonment, Florida 32533

8. Information and Descriptive Literature

Offerors shall furnish all information requested and in the space provided on the Bid form, if any. Furthermore, each Offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering

the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

9. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

10. Equivalents/Samples

Please note the clause "manufacturers' name and approved equivalents" in general conditions on the cover sheet. In addition to the equivalency requirement, vendors offering equivalent items shall meet the general design and style given for the "as specified" item.

11. Equipment/Service

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded Vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded Vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful Offeror. At the time of solicitation opening, the Offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The Offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the Bid form.

12. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded Vendor prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded Vendor. It will be the responsibility of the awarded Vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

13. Manuals

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual	2 copies
Parts manual	2 copies
Repair manual	2 copies

In addition to the above, the equipment shall be delivered with the following documents as applicable:

A. Statement of origin

B. Warranty certifications

C. Copy of pre-delivery service report

D. DHSMV-82040, Application for certificate of title/registration.

E. Forward all invoices to:

Road Department/Fleet Division
ATTN: James Higdon
601 Hwy 297A
Cantonment, Florida 32533

14. Evaluation of Options

The County shall evaluate offers for award purposes by the total price. However, the evaluation of options will not obligate the County to exercise the option(s).

15. Ordering

Upon award, the County will issue a purchase order for the vehicle listed on the form.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

Award shall be made on an "all-or-none total" basis.

18. Termination (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.)

19. 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.

20. 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.

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BID

FORD F-750 WITH 10YD DUMP BODY (OR APPROVED EQUIVALENT)
SPECIFICATION NUMBER PD 18-19.064

BIDS WILL BE RECEIVED UNTIL 3:00 PM CDT, June 4, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert D. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to Vendors of the local Vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any Vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a Vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does

not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) **Notice:**

All bid solicitation documents shall include notice to Vendors of the local preference policy.

f) **Waiver of the Application of Local Preference:**

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) **Limitations:**

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) **Penalties:**

1. **Misrepresentation:**

A Vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. **Failure to Maintain Local Business Preference Qualifications:**

Any Vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. **Lack of Good Faith:**

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or

firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
FORD F-750 WITH 10YD DUMP BODY (OR APPROVED EQUIVALENT)
SPECIFICATION PD 18-19.064

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.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

FORD F-750 WITH 10YD DUMP BODY (OR APPROVED EQUIVALENT)
PD 18-19.064

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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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Drug-Free Workplace Form **	5
Information Sheet for Transactions and Conveyances Corporate Identification **	6
List of General Terms and Conditions (Incorporated by Reference)	8
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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Ford F-750 with 10YD Dump Body (or approved equivalent)

Solicitation Number PD 18-19.064

Solicitation

MAILING DATE: 05/06/2019
PRE-SOLICITATION CONFERENCE: There will be no pre-solicitation conference for this solicitation.
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, June 4, 2019, 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 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 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: 59-1741580

Terms of Payment 30 days

Delivery Date will be 90-120 **days after receipt of purchase order**

Reason for No Offer

Vendor Name: BOZARD FORD CO
Address: 540 OUTLET MALL BLVD
City, ST. & Zip: ST AUGUSTINE FLA 32084
Phone: (850) 776-5294
Toll Free: (___)
Fax: (850) 439-5067

JOSEPH WINDROW
(Name of Person Authorized to Sign Offer)
FLEET SALES MGR
(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 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.

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Base Bid for One (1) Unit $ 79,996.00

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 X

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
535787

Occupational License # VF/1001558/1

Person to Contact Concerning This Bid:

Name: JOSEPH WINDROW

Phone: 850-776-5294

E-Mail: windrow11@gmail.com

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 ESCAMBIA COUNTY
(Print Name of Public Entity)

By JOSEPH WINDROW FLEET SALES MGR
(Print Individual's Name and Title)

For BOZARD FORD CO
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:
540 OUTLET MALL BLVD

ST AUGUSTINE FLA 32084

And (if applicable) its Federal Employer Identification Number (FEIN) is:
59-1741580

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.**

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with 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 3 day of JUNE,
20 19. Personally known _____
OR produced identification X Type of Identification: FL DL
Notary Public: State of FLORIDA

My Commission Expires: 08/06/2022

LIA ANDREWS
Commission # GG 245779
Expires August 6, 2022
Bonded Thru Budget Notary Services

Andrews
(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 BOZARD FORD CO 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:

X 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

06-03-2019

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:
535787

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: FRED H BOZARD IV
Vice President: LETLI G BOZARD
Director: _____
Other: _____

Secretary: FRANKLIN M LACEY
Treasurer: _____
Director: _____
Other: JEFFREY S KING VP

Name of Corporation (As Used in Florida)

BOZARD FORD CO
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: 540 OUTLET MALL BLVD
City, State, Zip: ST AUGUSTINE FLA 32084

(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:
59-1741580
(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:
JOSEPH WINDROW

E-Mail: windrow11@gmail.com **Telephone:** 850-776-5294
Facsimile: 850-439-5067

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

JOSEPH WINDROW

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:

FLEET SALES MGR

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's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. 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 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 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 18-19.064, "Ford F-750 with 10YD Dump Body (or approved equivalent)", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. **Definitions**

Blackout Period means the period between the time the Bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Project Narrative**

This solicitation is for the purchase of One (1) 2019 Ford F-750 Regular Cab 4x2 (F7D), or approved equivalent:

A. 2019 Hino 338
B. 2019 Freightliner M2
C. 2019 International MV
D. 2019 Kenworth T370
E. 2019 Mack MHD
F. 2019 Perterbuilt 337
G. 2019 Western Star 4700

Optional equipment required shall include the following, or approved equivalent:

A. Exterior Color: White
B. Interior Color: darkest available
C. 6.7L Power Stroke V8 300 HP @ 2,500 RPM 700fl/lbs Torque @1,800 RPM
D. 6-Speed Automatic Transmission
E. PTO Provision
F. 22.5x8.25 Wheels
G. 11R22.5H Goodyear Tires
H. Air Brakes
I. Air Dryer
J. FT Axle Lube
K. Rear Axle Lube
L. 81' CA
M. 12,000 ft Axle
N. 13,200 lb/ft Springs
O. FT Stablizer Bar
P. 23,000 Rear Locking Axle
Q. Upgrade Drivershaft
R. 31,000 Rear Springs

S. Mirrors 102" Width
T. 14.18 S< 120,000 PSI (1,701,600 RBM)
U. 220-Amp Alternator
V. Quantity Two (2) 900 CCA 1800 Total Battery
W. Body Builder Wiring
X. Voltmeter
Y. 30/70 Air Ride Driver's Seat
Z. Ox Bodies 10-Yard
AA. Tarp
BB. Trailer Brake Controler
CC. Heavy-Duty Trailer Towing Package

3. **Procurement Questions**

Questions shall be directed to Jeffrey Lovingood, Purchasing Specialist, at JDLovingood@myescambia.com. Last day for questions will be May 30, 2019 at 5:00 PM CDT.

4. **Bid Forms**

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. **F.O.B. Point**

The F.O.B. shall be 601 Highway 297-A, Cantonment, FL, 32533, Attention James Higdon (850-937-2123). Offers showing other than F.O.B. destination will not be accepted. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County.

6. **Delivery**

Delivery is requested within 120 calendar days after receipt of purchase order or release Order.

7. **Payment**

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an original invoice, in duplicate, to:

Road Department/Fleet Division
ATTN: James Higdon
601 Hwy 297A
Cantonment, Florida 32533

8. **Information and Descriptive Literature**

Offerors shall furnish all information requested and in the space provided on the Bid form, if any. Furthermore, each Offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering

the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

9. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

10. Equivalents/Samples

Please note the clause "manufacturers' name and approved equivalents" in general conditions on the cover sheet. In addition to the equivalency requirement, vendors offering equivalent items shall meet the general design and style given for the "as specified" item.

11. Equipment/Service

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded Vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded Vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful Offeror. At the time of solicitation opening, the Offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The Offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the Bid form.

12. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded Vendor prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded Vendor. It will be the responsibility of the awarded Vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

13. Manuals

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual	2 copies
Parts manual	2 copies
Repair manual	2 copies

In addition to the above, the equipment shall be delivered with the following documents as applicable:

A. Statement of origin

B. Warranty certifications

C. Copy of pre-delivery service report

D. DHSMV-82040, Application for certificate of title/registration.

E. Forward all invoices to:

Road Department/Fleet Division
ATTN: James Higdon
601 Hwy 297A
Cantonment, Florida 32533

14. Evaluation of Options

The County shall evaluate offers for award purposes by the total price. However, the evaluation of options will not obligate the County to exercise the option(s).

15. Ordering

Upon award, the County will issue a purchase order for the vehicle listed on the form.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

Award shall be made on an "all-or-none total" basis.

18. Termination (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.)

19. 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.

20. 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.

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 18-19.064 **Solicitation Name:** Ford F-750 with 10YD Dump Body								
Bid Opening Time: 3:00 PM CDT **Bid Opening Date:** 6/4/2019 **Bid Opening Location:** Rm 11.407 **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Bozard Ford Company		Y	N/A	Y	Y	Y	N/A	Y	$79,996.00
Bids Opened By:	Jeff Lovingood, Purchasing Specialist			**Date:**	6/4/2019	**Status:**			
Bids Tabulated By:	Jeff Lovingood, Purchasing Specialist			**Date:**	6/4/2019	**Recommendation to Award**			
Bids Witnessed By:	Kasi Whitaker			**Date:**	6/4/2019	**CAR Date:**	8/5/2019	**BCC Date:**	8/15/2019

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Bozard Ford Company

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: **7/30/2019 10:00 AM CDT**

Form Completed By: **JDL**

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Ford F-750 with 10-Yard Dumb Body

Bid Number: PD 18-19.064

Opening Date/Time: June 4, 2019 at 3:00 PM CDT

Purchasing Agent: Jeffrey Lovingood

Client Department: Public Works Dept. Director/Designee: Jamey Higdon

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Requisition #: N/A

Fund #: 175 Fund Title: Transportation Trust

Cost Center #: 210402 Cost Center Title: Road Maintenance

Object Code #: 56401 Object Code Title: Machinery + Equipment

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation (●) Yes ( ) No

Note: Attachments to Requisition shall Reference PD # 0

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

To Award a Purchase Order to Bozard Ford Co. in the amount of $79,996.00

Unit Price Extensions Checked by: Jeff Lovingood

(Signature) _____ (Date) 6/4/2019

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder

Purchasing [ ] Yes [✓] No Client Department [ ] Yes [ ] No

If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: _____
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval: _____
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

F0125

PD 18-19.064 Ford F-750 with 10-Yard Dump Body
Bid Distribution List

DateAdded	CompanyName	EmailAddress	Subject	EventType
5/22/2019 11:53	Capital Volvo Truck & Trailer	billmaxwell@capitalvolvo.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	Altec Industries Inc.	brant.youngblood@altec.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	Truckworx	bryana@truckworx.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	EMPIRE TRUCK SALES LLC	bslay@empiretruck.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	Capital Volvo Truck and Trailer	cap95@aol.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	Fleetco	dcarson@fleetco-specialty.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	Fleetco	dcarson@specialty-fleetco.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	Ward International	dhuffman@wardintltrucks.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	Alan Jay Fleet Sales	gm.fleet@alanjay.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	Bozard Ford & Lincoln	jeaston@bozard.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	CIRCLE D	jim@circledtruck.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	Empire Truck Sales	jnagy@empiretruck.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:52	Henson Truck Sales	john@hensontrucksales.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	Sunbelt Fire	kloper@sunbeltfire.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	maintenance supply specialist inc	laura@mss4u.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	Ward Internarional Trucks	lhassell@wardintltrucks.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	Altec Industries Inc.	mark.thrash@altec.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	Dana Safety Supply	mcowart@danasafetysupply.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	Dana Safety Supply	msevigny@1dss.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	Rosenbauer America	msmith@rosenbaueramerica.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:52	Rush Truck Sales	plylerk@rushenterprises.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	Alan Jay Fleet Sales	scott.wilson@alanjay.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	Empire Truck Sales	sinister379@gmail.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	General GMC Truck Sales and Service Inc	trucks@generalgmc.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered
5/22/2019 11:53	Bozard Ford & Lincoln	windrow11@gmail.com	Escambia County - PD 18-19.064 Ford F-750 with 10-Yard Dump Body (or Approved Equivalent)	delivered

PD 18-19.064 Ford F-750 with 10-Yard Dump Body
Bid Analytics

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
5/23/2019 10:08	ATI NAPA	KEVIN	BORN	kborn@atinapa.com	Viewed	None
5/23/2019 10:08	ATI NAPA	KEVIN	BORN	kborn@atinapa.com	Downloaded	None
6/6/2019 8:53	Automotive Concepts and Heavy Equipmet llc	JAMES	Gilmore	gilmorejames47@gmail.com	Viewed	VOSB (Veteran Owned Small Business)
6/6/2019 8:53	Automotive Concepts and Heavy Equipmet llc	JAMES	Gilmore	gilmorejames47@gmail.com	Downloaded	VOSB (Veteran Owned Small Business)
5/22/2019 20:28	Bozard Ford & Lincoln	Jeff	Easton	jeaston@bozard.com	Downloaded	None
5/22/2019 20:28	Bozard Ford & Lincoln	JOSEPH	WINDROW	windrow11@gmail.com	Downloaded	None
5/22/2019 20:36	Bozard Ford & Lincoln	Jeff	Easton	jeaston@bozard.com	Viewed	None
5/22/2019 20:36	Bozard Ford & Lincoln	JOSEPH	WINDROW	windrow11@gmail.com	Viewed	None
6/5/2019 11:01	Capital Truck Inc.	Michael	Pitts	michael.pitts@capital-truck.net	Viewed	None
6/5/2019 11:01	Capital Truck Inc.	Michael	Pitts	michael.pitts@capital-truck.net	Downloaded	None
6/4/2019 6:38	DH and Company	Dara	Harsh	daraharsh@gmail.com	Viewed	None
7/30/2019 8:05	Dodge Data & Analytics	Swamy	Kalyan	s.kalyanaraman@construction.com	Viewed	VOSB (Veteran Owned Small Business)
5/22/2019 23:48	IMS	Dodge		8 dodge8@imsinfo.com	Viewed	None
5/23/2019 2:26	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owned
5/23/2019 2:28	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Downloaded	Minority Owned
5/23/2019 2:04	onvia	source	management	sourcemanagement2@onvia.com	Downloaded	None
6/4/2019 13:54	onvia	source	management	sourcemanagement2@onvia.com	Viewed	None
6/6/2019 10:07	Palmetto Ford Truck Sales Inc.	Charlie	Rodgers	crodgers@palmettotruck.com	Viewed	Minority Owned
6/6/2019 10:07	Palmetto Ford Truck Sales Inc.	Charlie	Rodgers	crodgers@palmettotruck.com	Downloaded	Minority Owned
6/5/2019 9:36	Park Built Body Company	Peyton	Downing	sales@parkbuiltbodyco.com	Viewed	None
6/5/2019 9:37	Park Built Body Company	Peyton	Downing	sales@parkbuiltbodyco.com	Downloaded	None
5/28/2019 11:59	S&N Auto Locators Inc.	Nanci	Kabrin-Wiesbauer	snautolocators@comcast.net	Viewed	WOSB (Woman Owned Small Business)
5/28/2019 11:59	S&N Auto Locators Inc.	Nanci	Kabrin-Wiesbauer	snautolocators@comcast.net	Downloaded	WOSB (Woman Owned Small Business)
6/17/2019 11:44	The Wallace Company	Victor	Wallace	victor@thewallacecompany.com	Viewed	None
6/17/2019 11:44	The Wallace Company	Victor	Wallace	victor@thewallacecompany.com	Downloaded	None
6/6/2019 12:07	Truck Equipment Sales	Larry	Reeves	larry@truckequipmentsales.com	Viewed	None
6/6/2019 12:08	Truck Equipment Sales	Larry	Reeves	larry@truckequipmentsales.com	Downloaded	None
6/6/2019 8:49	Truckworx	Bryan	Ashmore	bryana@truckworx.com	Viewed	None
6/6/2019 8:49	Truckworx	Bryan	Ashmore	bryana@truckworx.com	Downloaded	None

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16545 **County Administrator's Report 9. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Contract Award for Residential Substance Abuse Treatment (RSAT) Program
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Residential Substance Abuse Treatment Program - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and award a Contract, per the terms and conditions of PD 18-19.073, Residential Substance Abuse Treatment (RSAT) Program between Escambia County, Florida, and The Transition House, Inc., for a period of 36 months, renewable for up to two additional 12-month periods, for a total of 60 months, for an anticipated annual amount of $110,360 (projected Fiscal Year 2019-2020 Budget).

[Funding: Fund 111, Detention/Jail Commissary; Cost Center 290406, Detention/Jail Commissary; Object Code 53101, Professional Services]

BACKGROUND:

A Request for Proposals for PD 18-19.073, Residential Substance Abuse Treatment (RSAT) Program, was publicly noticed via Vendor Registry to 19 firms. The solicitation was viewed 22 times and downloaded 12 times. On July 2, 2019, one proposal was received from The Transition House, Inc. Upon review of the solicitation response, the Selection Committee unanimously approved the firm's Scope of Work and Fee Schedule.

BUDGETARY IMPACT:

Funding: Fund 111, Detention/Jail Commissary; Cost Center 290406, Detention/Jail Commissary; Object Code 53101, Professional Services

LEGAL CONSIDERATIONS/SIGN-OFF:

Senior Assistant County Attorney, Kristin Hual, prepared the Agreement.

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 Agreement. The Escambia County Corrections Department will be the Contract Administrator.

Attachments

Solicitation
Bid Response Transition House
Agreement
Bid Distribution List
Bid Analytics
Register of Proposers

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) PROGRAM
SPECIFICATION NUMBER PD 18-19.073

RESPONSES WILL BE RECEIVED UNTIL: 2:00 PM CST, June 26, 2019
Office of Purchasing,
Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Douglas Underhill
Robert D. Bender
Jeff Bergosh

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA
REQUEST FOR PROPOSALS
RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) PROGRAM
PD 18-19.073

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PART I GENERAL INFORMATION

All submittals to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Submittals of proposals may be mailed to 213 Palafox Place, 2nd Floor Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a **sealed envelope clearly marked:**

Specification Number PD 18-19.073, "Residential Substance Abuse Treatment (RSAT) Program," "Name of Submitting Firm," "Time and Date due".
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each submitter shall be responsible for his submittals being delivered on time as the County assumes no responsibility for same. Submittals received after the time set for solicitation closing will be rejected and returned unopened to the submitter.

Escambia County is a political subdivision of the State of Florida. It is governed by an independent elected five members Board of County Commissioners. The Board is elected by single member District vote for staggered terms. In Addition, the County has five Constitutional Officers, each elected by county-wide vote. The five Constitutional Officers of the County are: the Property Appraiser, the Sheriff, the Supervisor of Elections, the Clerk of the Circuit Court and the Tax Collector.

The Board appoints a County Administrator to administer the affairs of the County. In addition, the Board appoints a County Attorney to render legal advice to the Board of County Commissioners.

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

1-1 PURPOSE

The intent of this Request for Proposal (RFP) is to seek competitive proposals from qualified experienced bidders for the provision and operation of a residential substance abuse treatment (RSAT) programs for the Escambia County Corrections Department.

1-2 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 RFP are approximate and can average between 1,400 and 1,600 offenders. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the Escambia County Jail houses offenders at the following locations:

Name of Facility	Location of Facility	Average Daily Population of "Jail" Offenders (FY2018)
Escambia County Main Jail	2935 North L Street Pensacola, Florida 32501	920
Escambia County Work Release Facility	1211 West Fairfield Drive Pensacola, Florida 32501	290
Escambia County Work Annex	601 County Road 297A Cantonment, Florida 32533	236

Upon completion of the new facility (expected completion is April 2020), there are some anticipated adjustments to the ADP of the facilities listed above. Below is the projected headcounts once the new facility is completed.

Facility Name	Facility Address	Projected Average Daily Population (April 2020)	Housing Designation
Main Jail+ New Facility	2935 North L Street, Pensacola, Florida 32501	1,334	Minimum to High Maximum
Work Release Facility	1211 West Fairfield Drive, Pensacola, Florida 32501	100	Minimum
Work Annex	601 County Road 297A, Cantonment, Florida 32533	236	Minimum

As of December 2018, Escambia County has the 12th largest County Jail population in Florida. In 2018, 16,924 bookings were conducted, and the total daily population averaged 1,670 inmates. At any given time approximately 25% of the population is incarcerated on drug related charges.

1-3 PRE-SOLICITATION CONFERENCE

To ensure potential proposers have full understanding of the RFP requirements and current facility system operation, a non-mandatory pre-solicitation conference will be held at:

Escambia County Office of Purchasing
213 Palafox Place, 2nd Floor
Pensacola, FL 32502
Date/Time: June 12, 2019 at 2:00 PM CDT

1-4 SCOPE OF SERVICES

Target Population:

The substance abuse treatment program shall provide evidence-based treatment and practices for fifty (50 to seventy (70) adult male inmates, and twenty-five (25) to thirty-five (35) adult females inmates annually identified as in-need of substance abuse treatment. The participants may be housed at either the main Jail, Work Release Facility, or Work Annex.

Note: Escambia County Drug Court participants cannot be included in this program.

Program Services:

Program services shall be provided to those housed at the Main Jail, Work Release Facility, and Work Annex. RSAT Program services shall be a minimum of sixty (60) days and include but not be limited to the following elements:

A. Psychological Assessment shall be face-to-face interviews for the purposes of data collection of educational, employment, criminal, medical, family, substance abuse, and mental health histories to assist in the determination of the inmate's appropriateness for the program.

B. Individual Counseling: Counselor shall provide individual face-to-face contact via one-hour sessions per inmate per month, to review progress and work on

treatment plan goals and objectives.

C. Group Counseling shall be offered three (3) times per week, fifty-two (52) weeks per year, and each session shall be two (2) hours in length.

D. Education Programs shall be offered two (2) times per week, fifty-two (52) weeks per year, and each session shall be two (2) hours in length.

E. Relapse Prevention: Counselor shall provide inmates with an awareness of common relapse warning signs and an opportunity to individually identify high relapse risk situations.

F. Follow-up Services: Upon release, Provider shall continue case management services and track program participants for a period of three (3) months and shall ensure in-patient placement if necessary.

Program Schedule:

The County will work with the Contractor to identify days and times and work for both the provider and the County. It should be noted that services provided to the Work Annex must be rendered during evening hours once the crews have returned to the facility.

The County reserves the right to alter classes based upon facility needs and programming schedules may vary based upon the constraints of the facility.

Reporting Requirements:

The Contractor shall maintain records on each inmate and provide those records to designated County staff on a monthly basis.

Required Outcomes:

The following outcome measures shall be implemented to measure the effectiveness of the RSAT Program:

Outcome 1: Number of participants in the RSAT Program
Services: Individual counseling, group counseling, and education programs

Outcome 2: Successful completion of the RSAT Program
Services: Individual counseling, group counseling, and education programs

Outcome 3: Number of intakes per month
Services: New participants joining the RSAT Program

Outcome 4: Number of RSAT Program discharges per month
Services: Participants leaving the RSAT Program

Outcome 5: Number of graduates per month
Services: Successful completion of the RSAT Program

1-5 VENDOR QUALIFICATIONS

Qualification of Firm

Escambia County requires that each firm responding to this Request for Proposals identify its qualifications as they relate to the services required. The information provided shall specifically include at least five (5) references, of which a minimum of two (2) shall have governmental entity experience similar to the work being requested in this RFP. Each reference shall include the entity name, contact name, address, email address, and telephone number of the person responsible for the program at the reference facility. The proposing firms shall also include the dates the contract began and ended with the reference entity within the last five (5) years. The same client entity shall not be submitted more than once toward a reference.

Qualifications of Staff

A. The proposing firm shall provide an organizational chart that lists all staff contemplated to perform the work, and comprehensive résumés for each which documents the staff member's experience, training, and education in the required consulting services. Staff with experience working with governmental entities should be identified and a list of their projects provided.

B. The Substance Abuse Counselor shall possess a minimum of a bachelor's degree in Human Services, Substance Abuse, Social Work, or a related field from an accredited institution, and a minimum of two (2) years of professional experience in the field, or an associate degree in Human Services or a related field and four (4) years of professional experience in the field. A comprehensive résumé and documentation shall be provided to demonstrate qualification.

C. Supervisory staff shall possess a minimum of a bachelor's degree in Human Services, Substance Abuse, Social Work, or a related field from an accredited institution and four (4) years of professional experience in the field to review and approve all substance abuse treatment and education plans, and all other related documents and materials required to meet State and Local licensing requirements. A comprehensive résumé and documentation shall be provided to demonstrate qualification.

1-6 Technical Approach

A. Provide a detailed description of the Proposer's approach to the project/Scope of Work. The curriculum shall be evidence-based. Proposer shall include how the firm will track and report outcomes and maintain associated program data.

B. Provide methods of program service and program staffing for the following In-Jail Custody services, in accordance with the Scope of Work:

1) Psychological Assessment

2) Individual Counseling

3) Group Counseling

4) Education Programs

5) Relapse Prevention

6) Follow-Up Services

C. Proposer shall include a copy of the firm's policy for HIPPA compliance.

D. Proposer shall provide a signed statement confirming the Proposer's agreement to meet the minimum requirements of this Request for Proposals and the Scope of Work herein.

1-7 Fee Schedule

Each proposer shall complete and submit the Fee Schedule included herein as Attachment A. **The fee shall include ALL costs associated with the performance of the contract including travel and out-of-pocket expenses.**

PART II INFORMATION REQUIRED FROM SUBMITTERS ALL RESPONSES SHALL INCLUDE THE FOLLOWING:

2-1 FORMAT AND CONTENT

The County discourages overly lengthy and costly responses; however, in order for the County to evaluate qualifications fairly and completely, submitters should follow the format set out herein and provide all of the information requested.

Responses shall include the complete name and address of the Proposing firm, and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of RFP response. **Provide one (1) paper copy and one (1) complete submittal on flash-drive or Compact Disc (CD)**.

2-2 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.

PART III SELECTION PROCESS AND CRITERIA FOR SELECTION PROCESS

The proposal review process will be initiated through the Selection Review Committee. Based on the decision of the Committee, a recommendation will be taken to the Escambia County Board of County Commissioners for discussion and award of the agreement April 5, 2018.

The criteria used to determine the best value to the County are as follows:

Criteria	Weight
Qualifications of Staff	35
Qualifications of Firm	30
Technical Approach	25
Fee Proposal	10
Total Possible Score	**100**

PART IV SCHEDULE

The following schedule is proposed and shall be adhered to in so far as practical in all actions related to this procurement:

Event	Scheduled Date
Public Notice	May 28, 2019
Non-Mandatory Pre-Solicitation Conference	2:00 PM CDT June 12, 2019
Final Date for Questions	5:00 PM, CST, June 19, 2019
Responses to Questions	June 20, 2019
RFP Responses Due	2:00 PM, CST June 26, 2019
Short-List Meeting	10:30 AM CDT, July 09, 2019
Discussions/Ranking Meeting	1:30 PM CDT, July 16, 2019
1st Negotiations	1:00 PM CDT, August 06, 2019
2nd Negotiations (If Necessary)	2:30 PM CDT August 08, 2019
Recommendation to BCC	September 05, 2019

All questions shall be directed to:

Jeffrey Lovingood
Purchasing Coordinator
Telephone (850) 595-4953
Email: JDLovingood@myescambia.com

PART V CONTRACT TERM / RENEWAL / TERMINATION

1. The contract resulting from this RFP shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for two (2) additional twelve (12) months periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

2. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

3. The initiation County department(s) shall issue release purchase orders against the term contract on an "as needed" basis.

4. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

5. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

6. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

7. The contract resulting from this Solicitation may include provisions for price adjustments after twelve (12) months. Written request for price adjustment may be made every twelve

(12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

The Transition House, Inc.
Proposal for
RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) PROGRAM
SPECIFICATION NUMBER PD 18-19.073

Provider Qualifications

The Transition House Inc. is excited to respond to Request for Proposal: RFP PD 18-19.073. Headquartered in St. Cloud, Florida, we have provided community based and community responsive social services in Central Florida for over twenty-five years. We employ over 250 staff members across multiple states. With three outpatient centers in Central Florida, two residential treatment centers in Central and Northern Florida, and two outpatient centers in Tennessee, we provide behavioral health and substance abuse services to children, adolescents, adults, families, and couples. Our services are provided to all, regardless of gender and gender identity, race, sexual orientation, religion, disability, age, and level of acculturation. In addition to behavioral health and substance abuse treatment services, The Transition House also operates state-level corrections department work release centers throughout Florida and Washington State. For the last 15 years, The Transition House, Inc. has maintained contracts with the Florida Department of Corrections, which continue in effect presently. We have Federal Bureau of Prisons early-release treatment contracts in both Florida and Tennessee. For the last 2 years, The Transition House, Inc. has also maintained contracts with the Washington Department of Corrections, which continue in effect presently. Each of these contracts provides work-release and community-supervision services. We are Joint Commission accredited and are associated with, and members-in-good-standing of, multiple state, treatment provider, and business organizations and associations within the locales where we provider services.

The Transition House, Inc. is a Behavioral Health and Substance Abuse treatment provider with licensure through the Florida Department of Children and Families. We are Joint Commission accredited, with reaccreditation in May of 2018. This makes our agency one of the only contracted providers for the Department of Corrections to be accredited by the Commission. The Transition House, Inc. is also certified by the Agency for Health Care Administration (AHCA) as a Community Mental Health Center. We are recognized for excellent work in the field of addiction and reentry and we participate in local, State, and National organizations to continue to be on the cutting edge of business practices, substance abuse treatment, behavioral healthcare, homelessness services, veteran affairs, and corrections services. The following are organizations that The Transition House, Inc. actively participates in and/or are certified by:

- *Joint Commission on Accreditation*
- *American Correctional Association*
- *Florida Alcohol and Drug Abuse Association (FADAA) Member and Board Members*
- *Affiliate member of the Southern States Correctional Association*
- *National Council on Behavioral Health*
- *Florida Council on Crime and Delinquency*
- *Florida Association of Recovery Residences*
- *National Association of Recovery Residences*
- *Chamber of Commerce Members, counties throughout Florida, Washington & Tennessee*
- *Homeless Services Network of Central Florida*
- *Florida Safety Council*

The Transition House, Inc. has been a contracted provider for the Florida Department of Corrections (FDOC) since 2008. In 2013, we were awarded three contract work release centers with FDOC to provide reentry, substance abuse treatment, educational and employment services as well as a 52-bed diversion program through FDOC's Probation Department to provide substance abuse and co-occurring treatment to offenders, (male and female) with an emphasis on serving Military Veterans. In August, 2017 we began contracts in the State of Washington with the Department of Corrections to operate and provide reentry services to male and female offenders in community work release centers; these are located in Seattle, Spokane (2), and Yakima. The most recent contract acquisition is for a seventy bed residential treatment program for male offenders under the care of the Alabama Board of Pardons and Paroles to be located in Dothan, Alabama.

Specific to this RFP, we have extensive experience, including presently in the States of Florida, Tennessee, and Washington, providing services to individuals connected to correctional systems of one kind or another. In our aforementioned work release centers, we provide social services and behavioral health treatment to state, and Federal corrections-connected individuals. We currently provide behavioral health treatment pursuant to reentry, aftercare, conditional release, community treatment and community supervision. Our clients are either current inmates or recently released and supervised individuals from Federal, State, and County departments of correction and probation. Our service array includes mental health and substance abuse evaluations, individual and group psychotherapy, criminal thinking groups, batterer's intervention groups, relapse prevention groups, anger management groups, targeted case management, peer support, and medication assisted treatment (MAT) which includes education on and disbursement of Naloxone. We provide trauma-informed care and utilize motivational interviewing as a foundational base underlying all services. Framing our work, with frequent staff trainings on the topic, is person centered care, including individualized person-centered treatment planning. Finally, given our extensive work with individuals diagnosed with substance use disorders and those experiencing co-occurring disorders, we rely heavily on state-of-the-field treatment paradigms and philosophies, including harm reduction. As one example, in our opioid-rooted medication assisted treatment program we have been selected by the State of Florida to distribute Naloxone to all clients, family and friends.

We have a healthy professional relationship with our local area jails and probation systems. We are also well-versed in myriad contractual mandates, with an established successful track-record regrading contract obligations. We successfully manage local area, county, state, and Federal contracts, which include service delivery, quality assurance, and contractor reporting obligations. We submit our qualifications confident in our ability to meet the needs outlined in this RFP; our leadership team and clinical staff members are adept at providing the services of this RFP to the population this RFP will serve.

We are skilled relationship builders and maintainers as a community provider reliant upon strong and supportive relationships with provider partners. We bring that ability to this proposal. In addition to the courteous, dignified service interfacing we engage in, our capacity for learning about program participants' jail and emergency medical care would rest on building

partnerships with such providers that mirror internal interdisciplinary teams. It is our experience that respectful collaboration is readily achieved via basic courtesy and professional respect.

On the technology side, we utilize one of the most robust electronic medical records platforms available. Credible Behavioral Health Software, recently recognized as one of the top electronic medical records programs in the nation, is easily scalable and is user-controlled and user-adaptive. We use the program across the various service domains, from outpatient services to work release and it is effective for our entire service range. The program also allows for storing of and ready access to collateral records. We plan on utilizing Credible as a core part of our service delivery for this RFP if awarded. We are also skilled at using contractor record systems, fully or supplemental, for record review and entry.

Qualifications of Staff

The Transition House will provide existing staff members in key leadership position, overseeing program implementation and management. This includes the Chief Executive Officer, Chief Operations Officer, Chief Human Resources Officer, Director of Clinical Services, and Director of Corrections and Work Release. We will hire all site-level staff members from the local and surrounding area based on the licensure and credential requirements of this RFP. We understand that staff members must be vetted and approved, including via applicable security clearances, and that final determinations on approval for site-level access and work rests with Escambia County. All staff members will be employed by The Transition House; we will not subcontract employees or any of our services. Any new hires will fully comply with the staff credentialing and experience mandates outlined in this RFP. Attached are resumes of existing staff members as well as our organization chart.

Outcomes will be collected and measured using our electronic medical records program, Credible. The following measures, outlined in this RFP be collected and reported.

-Outcome 1: Number of participants in the RSAT Program

Services: Individual counseling, group counseling, and education programs

-Outcome 2: Successful completion of the RSAT Program

Services: Individual counseling, group counseling, and education programs

-Outcome 3: Number of intakes per month

Services: New participants joining the RSAT Program

-Outcome 4: Number of RSAT Program discharges per month

Services: Participants leaving the RSAT Program

-Outcome 5: Number of graduates per month

Services: Successful completion of the RSAT Program

Technical Approach

The Transition House, Inc. proposes herein to provide comprehensive, individualized residential substance abuse treatment (RSAT) programming within the Escambia County Corrections Department. Our services are provided with an emphasis on person-centric planning, with harm reduction and motivational interviewing foundations, and rooted in evidence based practices that are holistically provided to be trauma-informed throughout.

Our 60-day minimum program will rely on initial face-to-face psychological evaluations, individual counseling, group counseling, relapse prevention groups, educational programming, and follow-up case management services. Consistent with our agency practices, our proposed program will be trauma informed, will utilize a person-centered approach, and will emphasize and rely upon a harm reduction model. Case management services will emphasize community services linkage and helping clients with admission to local area services and resources. Case management will include a case management needs assessment to ensure individualized, person-centric case management services.

Program Specifics

Psychological Assessment: biopsychosocial and diagnostic evaluation, including educational, employment, criminal, medical, family, substance abuse, and mental health history components, in order to determine program appropriateness.

-Individual counseling: one hour per month of face-to-face, evidence-based individual counseling for each program participant. Treatment planning at the outset and ongoing treatment plan reviews, with amendments as needed.

-Group counseling: three times per week, two hours per session, for 52 weeks. Generalized behavioral health and substance abuse treatment and process groups.

-Education programs: two times per week, two hours per session, for 52 weeks. Basic life skills, including social skills, interpersonal skills, general employment skills. Our program will utilize the following manualized curriculum-based approach as a primary programming guide,

however, we will also individualize education content based on the specific needs of group members.

-Relapse prevention: group and integrated into individual psychotherapy. Relying on evidence based practices, our program will utilize the following manualized curriculum-based approaches, including gender-specific programming- Relapse Prevention (Gorski and Grinstead); Group Motivational Intervention (GMI-20): A Cognitive-Behavioral-Motivational Treatment Approach (Foot); Helping Men Recover (Covington, Griffin, and Dauer); A Woman's Addiction (Najavits)

-Case management: We understand the importance of successful reintegration back into society. Our case management services start with a needs assessment and will provide case management, didactic learning, and coaching efforts to include, but not be limited to, the following services:

- Life skill learning and practice (adjunctive to group programming noted above)
- Employment Resources (Workforce, Goodwill, OJT and placement opportunities)
- Continued Aftercare Behavioral Health and Substance Use Treatment (non-profit organizations, support groups)
- Housing Options (HUD, Halfway Houses, Sober Living)
- Transportation Needs
- Medical/Dental Assistance and Resources
- Continuing Education Opportunities (colleges, trades, grants, student loans)
- Faith Based Organization (services, support, celebrate recovery)
- Basic Identification Services (Social Security, DMV)
- Family Assistance and Services (Food Stamps, Child Support, custody information, legal services)
- Tax Information (filing with the IRS, Work Opportunity Tax Credit, Federal Bonded program)

Program Staffing

Our program will consist of one supervisor, one clinician, and one case manager. Staff will possess the credentialing and experience outlined in this RFP.

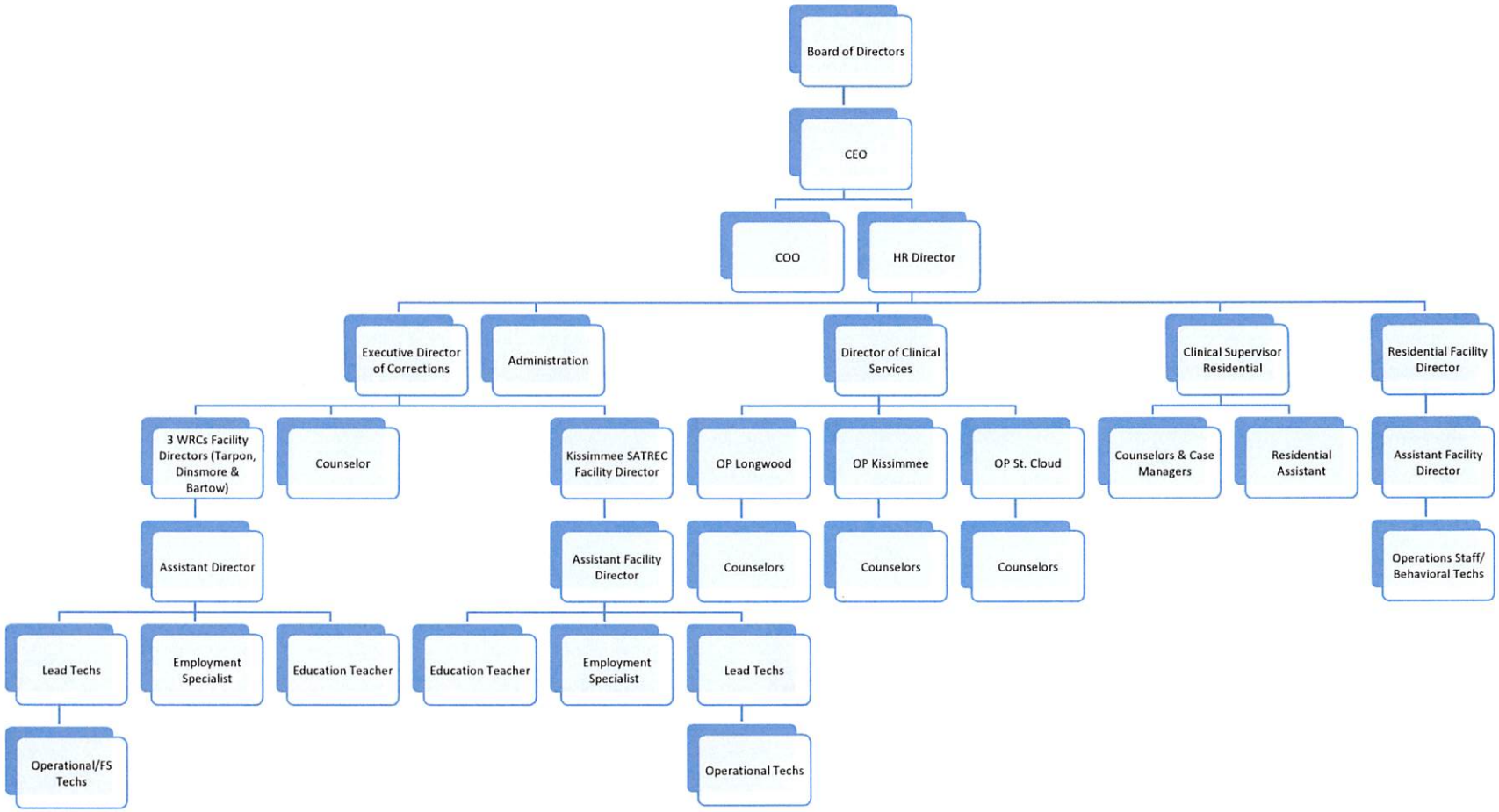
Our HIPAA compliance policies are attached.

The Transition House, Inc.
Proposal for
RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) PROGRAM
SPECIFICATION NUMBER PD 18-19.073

I, Thomas Griffin, CEO, The Transition House, Inc., confirm The Transition House, Inc. agrees to meet the minimum requirements of this Request for Proposals and the Scope of Work as outlined in the RFP as described in our above proposal.

6/25/19

Thomas Griffin, CEO, The Transition House, Inc. Date


Board of Directors
CEO
COO
HR Director
Executive Director of Corrections
Administration
Director of Clinical Services
Clinical Supervisor Residential
Residential Facility Director
3 WRCs Facility Directors (Tarpon, Dinsmore & Bartow)
Counselor
Kissimmee SATREC Facility Director
OP Longwood
OP Kissimmee
OP St. Cloud
Counselors & Case Managers
Residential Assistant
Assistant Facility Director
Assistant Director
Assistant Facility Director
Counselors
Counselors
Counselors
Operations Staff/ Behavioral Techs
Lead Techs
Employment Specialist
Education Teacher
Education Teacher
Employment Specialist
Lead Techs
Operational/FS Techs
Operational Techs

3800 5th Street, Saint Cloud, FL •407-892-5700•tom@thetransitionhouse.org

Thomas J. Griffin

Experience

10/1993- Present — The Transition House — Saint Cloud, FL

Founder Chief Executive Officer

- Responsible for the complete over site of multiple residential and outpatient substance abuse treatment programs and site offices, in multiple counties.

2010 — Recovering Housing Inc — Saint Cloud, FL

Founder Chief Executive Officer

- Responsible for the complete over site and all the decision making process regarding multiple permanent supportive housing programs in numerous counties. Theses permanent supportive housing units are maintained as a sober living community.

1993-1995 — Alpha-Omega Health Care — Bartow, FL

Facility Director

- Responsible for the administration, financial performance, and all related activities governing the management of a 68 bed, residential substance abuse treatment program.

Education

1999, Williamstown University , Doctor Philosophy

1995, Williamstown University , Master Science in Social Work

1989, LaSalle University, Bachelors Science in Counseling

Professional Accompaniments

2007, City Saint Cloud, Deputy Mayor

Elected by popular vote to the Saint Cloud City Council, elected by peers to be Deputy Mayor.

2001, Governors Points of Lights Award.

1998, Presidents Points of Lights Award.

Professional Affiliations

Saint Cloud Chambers of Commerce, Past Chairman and current Board Member.

Homeless Services Network of Central Florida, Past Chairman and current Board Member

407-892-5700•tom.thetransitionhouse.org

Thomas J. Griffin

Florida Certification Board, Chairman of the Political Action Community.

Florida Alcohol and Drug Abuse Association, Board Member.

Orlando Area Trust for the Homeless, Board Member.

Regional Commission on Homelessness, Founding Board Member.

Harmony Institute, Board Member.

Tri-County League of Cities, Vice Chair and Incoming Chair.

Metro Plan Advisory Board, First Vice Chair.

Jennifer Dellasanta, ICADC, MCAP, LADC1

774-253-2575
Jenndellasanta@gmail.com

SUMMARY OF QUALIFICATIONS

- Internationally Certified Alcohol and Drug Counselor
  International Certification & Reciprocity Consortium/Alcohol & Other Drug Abuse, Inc., (IC&RC)
- Licensed Alcohol and Drug Abuse Counselor - Massachusetts
- Masters level Certified Addictions Professional, Florida Certification Board
- Certified Alcohol and Drug Addictions Counselor, Massachusetts Board of Substance Abuse Counselor Certification (MBSACC)
- Professional member of the American Counseling Association

- Extensive knowledge of behavioral health field and working with diverse populations including but not limited to individuals with the disease of addiction, individuals living with HIV/AIDS, chronically homeless individuals, Veterans, women and children, pregnant women, individuals with co-occurring disorders
- Depth in understanding of drug interactions including street drugs and psycho-pharmaceuticals
- Breadth of comprehension and application of therapeutic approaches and theories, crisis interventions, and social group dynamics.

PROFESSIONAL EXPERIENCE

The Transition House Inc. February 2018 – Present
Chief Operating Officer
St. Cloud, Florida

- Overseeing all operational aspects of programs within the agency
- Quality Control Manager for grants and state/Federal contracts
- Implementation of new contracts and grants
- Training supervisor for all evidenced based programming, electronic health records
  Provided training for new hires in clinical, administrative and management positions
- Oversee staff professional development and the development of the agency
- Responsible for accounts payable, payroll, grant report entry, managing in the agency HR, helping and creating organizational and program budgets in collaboration with the CEO and Board Directors. Reporting to the CEO and serving as a member of the management Team along with the CEO
- Improve the operational systems, processes and policies in support of organizations mission –specifically, support better management reporting, information flow and management, business process and organizational planning
- Manage and increase the effectiveness and efficiency of Support Services (HR, IT, and Finance), through improvements to each function as well as coordination and communication between support and business functions

The Transition House Inc. April 2017 – February 2018
Chief Quality Office/Executive Director of Programs in New England
Massachusetts

- Responsible for planning, administration and monitoring of consistent readiness of all quality management, regulatory requirements and quality improvement processes.
- Oversees and coordinates all agency efforts to monitor and maintain compliance with regulatory, state, federal and The Joint Commission requirements
- Training new administrative and clinical staff on program policies and procedures, state mandates and regulations, best practices and electronic health record documentation
- Initiate and oversee the development of a comprehensive quality/performance improvement program within the agency
- Oversee all programs in New England, train all clinical and management staff on evidenced based practices, policies and procedures of each service component offered by the programs
- Facilitate training with administrative and clinical staff at our various programs in different states

The Transition House Inc. September 2013 – April 2017
Chief Operating Officer
St. Cloud, Florida

- Overseeing all operational aspects of programs within the agency
- Quality Control Manager for grants and state/Federal contracts
- Implementation of new contracts and grants
- Training supervisor for all evidenced based programming, electronic health records Provided training for new hires in clinical, administrative and management positions
- Oversee staff professional development and the development of the agency
- Responsible for accounts payable, payroll, grant report entry, managing in the agency HR, helping and creating organizational and program budgets in collaboration with the CEO and Board Directors. Reporting to the CEO and serving as a member of the management Team along with the CEO
- Improve the operational systems, processes and policies in support of organizations mission –specifically, support better management reporting, information flow and management, business process and organizational planning
- Manage and increase the effectiveness and efficiency of Support Services (HR, IT, and Finance), through improvements to each function as well as coordination and communication between support and business functions

The Transition House Inc. December 2011 – Sept 2013
Clinical Supervisor
St. Cloud, Florida

- Supervise and collaborate with team members and agency management to provide best practice and positive outcomes for our Veteran population within our residential setting and provide quality services within our other facilities
- Train staff on relapse prevention techniques, de-escalation techniques and treatment planning
- Provide clinical support to all counselors and case managers, supervise bi weekly to assist on overall performance enhancement and professional development
- Project Coordinator for TJC accreditation
- Implementation manager for Electronic Health Records within agency

The Transition House Inc. April 2011- December 2011
Lead Substance Abuse Counselor
St. Cloud, Florida

- Supervise 14 additional staff persons and provide employee/new staff orientations and trainings
- Provide services and support to 65 homeless Veterans in their stabilization and recovery
- Utilizes the Stages of Change Model to assess service recipients' treatment readiness, and utilize Motivation Interviewing skills to engage in levels of care.
- Facilitate weekly groups that provide education on recovery and life skills
- Attends multi-disciplinary treatment team meetings and supervision sessions.
- Project Coordinator for JCAHO accreditation
- Conducts bio-psychosocial assessments and reviews assessments to determine the appropriate level of substance abuse treatment
- Developed, fostered, and maintained relationships with substance abuse treatment, rehabilitation, and detoxification centers
- Provided documentation on client and staff progress, as well as groups, incident reports, and discharge plans and summaries
- Generated intake assessments on incoming patients
  Studied case histories and backgrounds to improve upon and continue appropriate treatment
- Assisted patients with their social, familial, spiritual, and financial lives while maintaining appropriate boundaries
- Developed correspondence with probation and parole officers in regards to daily coordination of the client's treatment

Henry Lee Willis Center July 2010 to April 2011
Fee for Service Clinician
Worcester, MA

- Provided substance recovery therapy services to both self-help and mandated service recipients.
- Performed Substance Abuse Evaluations on service recipients referred by the court, including diagnosis, treatment planning, and care coordination.
- Performed 24 D assessments on 1st Offender DUI clients, and carried a caseload on multiple offender service recipients.
- Met with Program Director weekly to review caseload and ensure implementation of service delivery model.
- Utilized the Stages of Change Model to assess service recipients' treatment readiness, and utilize Motivation Interviewing skills to engage in levels of care.

Henry Lee Willis Center May 2009 to May 2011
Program Director – Linda Fay Griffin House
Worcester, MA

- Supervision 10 additional staff persons and provide employee/new staff orientations and trainings
- Interviewing and hiring prospective candidates
- Training on Trauma Informed Care and apply to operations and programming
- Assessing bio psycho socials, accepting clients into the program
- Entering EIM/ESM into the Virtual Gateway (DPH)
- Promote team concept and efforts within the agency

- Providing quarterly reports of client outcomes
- Utilization reviews of 20 client files each quarter
- Staying within budget for food ordering and program supplies
- Conducting bi-weekly staff meetings
- Participating in Quality Management meetings
- Responsible for program certification and licensure through Department of Public Health, Bureau of Substance Abuse Services, and Council On Accreditation

Henry Lee Willis Center — April 2006 to May 2009
Case Manager - Linda Fay Griffin House
Worcester, MA

- Support the peer driven social model within the milieu by empowering the service recipients in conflict resolution and decision-making.
- Complete the admission and discharge process of service recipients Conducting intakes and interviews
- Entering EIM/ESM into the Virtual Gateway
- Administrative duties: filing, creating staff schedule, inventory of food orders, data entry, organizing and creating files.
- Conducting case conferences with service recipients and documenting the conference for the service recipients file.
- Implementation of service recipient individual service plans (ISP) such as coordination of community based services, referrals etc.

EDUCATION

Capella University
Doctor of Health and Human Services — Present

Capella University
Masters in Health and Human Services — 5/2015

Ashford University — 2/2012
Bachelor of Science in Health & Human Services

Quinsigamond Community College — 5/2008
Associates in Human Services

Cambridge College — 6/2009
Certificate in Alcohol and Drug Addictions program

Melissa Lucas, MBA, PHR, SHRM-CP, CRRA

1215 Beth Ln. • St. Cloud, FL 34772 • (407)346-3849 • melissa_lucas80@hotmail.com

HUMAN RESOURCES EXECUTIVE LEADER

Dedicated Chief Human Resources Officer for 250+ employees in a nonprofit, multi-state agency. Leadership executive/partner with CEO, COO to develop internal growth, expand/build people and process capabilities, create/drive a culture of continuous improvement and operational excellence, and strengthen the business alignment of the HR function.

- Core Competencies -

- Commitment to Ongoing Learning
- Spoken and Written Communications
- Critical Thinking Skills
- Ethical Approach and Practice
- Operations Management
- Positive Teamwork and Collaboration
- Federal and State Compliance
- Organizational Capacity

PROFESSIONAL EXPERIENCE

The Transition House, Inc., St. Cloud, FL
Chief Human Resources Officer — October 2018 - Present
Director of Human Resources — May 2016 - October 2018
Executive Admin — October 2015 – May 2016

Led a nonprofit organization of 100+ employees through an important growth period and facilitated a successful transition away from a PEO, ending a 10+ year partnership. Rapidly moved up through levels of responsibility to take on an executive leadership role. Continuously establishing, assessing and redesigning systems, policies, and procedures to sustain the growth of 200+ employees over a two-year period as well as ongoing organizational pursuits. Identifying recruiting tools, benefit partners, HCMS, etc., to support multi-state expansion projects to provide behavioral health and corrections services.

- Manage, control and direct all HR functions including benefits administration, payroll, recruiting, strategic planning, performance and talent management
- Maintain legal compliance with state and federal agencies/guidelines such as EEOC, DOL, OFCCP, FLSA, PPACA and more
- Collaborate with executive leadership for strategic growth while managing a diverse scope of work in a fast-paced environment.

PetSmart, Ocoee, FL
Store Manager/HR Ambassador — *December* 2008 – June 2015

Responsible for all aspects of business operations as well as leading a team of 5 department managers and 30+ associates. Named HR Ambassador for a district of 13 stores to provide full spectrum human resources support in partnership with field leaders. High-impact, organized

communicator that can effectively present and convey information through written and verbal skills. Managed and analyzed P&L statements and maintained budgets to ensure profitability and asset control for multimillion-dollar retail box.

- Requested underperforming store assignments and facilitated complete turnarounds, successfully achieving a consistent standing at the top of the district scorecard within 6 months
- By assessing the workforce and through proper training and hiring, built a functional team maintaining some of the lowest turnover rates in the company.
- Represented the company at local job fairs, recruiting qualified candidates for various internship and fast track employment opportunities offered for recent/upcoming graduates.

Linens N Things, Orlando, FL September 2001 – December 2008
Assistant Store Manager, HR OPS

Supported the recruitment and selection of staff with the qualifications necessary for successful performance, recommended recruitment sources and strategies, and assured the recruitment process and associated records were maintained in compliance with regulatory requirements. Encouraged proactive strategies for responding to employee relations issues managed escalated employee relations issues and liaised with senior leaders in resolving issues with legal risk.

- Assisted in opening new stores as well as helping struggling stores with merchandising and staffing issues, under the direction of the District Manager
- Led the district training store and developed customized training tracks for incoming or newly promoted leadership for the southeast region

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EDUCATION & CREDENTIALS

Capella University, Minneapolis, MN 2017 - 2019
M.B.A., Specialization in Human Resource Management

Capella University, Minneapolis, MN 2015 - 2017
B.S., Business Administration: Human Resource Management

Valencia College, Orlando, FL
A.S., Business Administration: Human Resource Management

Salem State University, Salem, MA 2000 - 2002
B.S., Nursing, RN

American Red Cross
Certified Instructor CPR/First Aid/AED

Florida Notary (Commission Expires March 23, 2021)

Jaymes Gonzales, Ph.D.

15715 Starlite Street
Clermont, FL 34714
907-903-1675

EDUCATION & LICENSURE

- *Ph.D. in Clinical-Community Psychology with Rural, Indigenous Emphasis, University of Alaska Anchorage/Fairbanks (jointly awarded), May 2012, APA accredited*
- *M.S. in Clinical Psychology, University of Alaska Anchorage, May 2003*
- *B.A. in Psychology, University of Alaska Anchorage, August 2001*
- *Psychologist License, state of Florida, #9065, Active*
- *Psychologist License, state of Washington, #60297277, Active*
- *Certified Forensic Mental Health Evaluator*

EXPERIENCE

2/2016-Current — *Clinical Services Director, The Transition House. In addition to clinical psychologist responsibilities, directorship duties include clinical and administrative supervision of program directors and clinical and administrative staff, oversight of clinical programs within the agency, program development and program management, clinical, grant, and contract performance auditing. Policy and procedure development and grant writing. Direct oversight of outpatient clinic.*

6/2015-2/2016 — *Psychologist, The Transition House. Diagnostic, mental health, and substance abuse evaluations. Individual, couples, and family therapy. Certified parenting class instructor.*

5/2015-2/2016 — *Psychologist, Summit Mental Health Services. Individual, couples, and family therapy.*

6/2013-5/2015 — *Senior Behavioral Analyst, Florida Department of Corrections, Lake Correctional Institution. Clinical service delivery, including individual and group therapy, assessment and evaluation, to inpatient inmates. Supervision of mental health clinical staff.*

8/2012-6/2013 — *Telebehavioral Health Program Coordinator, Alaska Psychiatric Institute*
Direct program management, administration, and staff supervision of Telebehavioral Health Program, serving rural and remote-rural sites throughout the state of Alaska. Responsible for clinical and managerial oversight of all clinical activities conducted within the program. Engaged in programmatic planning, report writing, grant management, and public presentations. Liaison with state, participant site, outpatient and inpatient direct service providers, IT professionals, and leadership staff both in-state and nationally. In addition to managerial responsibilities, provided clinical consultation, risk assessment, crisis intervention, psychological assessment and psychotherapy, and doctoral intern supervision.

8/2010-8/2012 — *Mental Health Clinician, Alaska Psychiatric Institute*
API Telebehavioral Health program clinician, responsible for providing direct clinical services, admissions/screenings, clinical supervision, and clinical consultation within API's the Telebehavioral program and on inpatient units. Admissions Screening Officer, responsible for statewide screening and admission of acute psychiatric patients in accordance with established standards of care and Alaska statutes regarding risk to self, others, and grave disability.

8/2008-6/2010 — *Predoctoral Intern, Alaska Psychiatric Institute*
This multi-track internship included clinical, telebehavioral health, forensic, and program development services. Provided individual, couples, family, and group psychotherapy as well as clinical assessment. These were conducted both in-person and via secure live video link. Learned and assisted with forensic evaluations. Assisted with program development, program management, and program evaluation. All services were provided within a multi-disciplinary team context.

Jaymes Gonzales, Ph.D.

15715 Starlite Street
Clermont, FL 34714
907-903-1675

5-7/2010 & 2011; 8/2006-12/2008 — *Psychology Instructor, University of Alaska Anchorage Psychology Department*
Provide instruction and student evaluation for upper-division and Master's level courses:

SW/HS 690 Innovations in Telehealth (Summer 2010; Summer 2011); Psy 465 Cross-

Cultural Psychology/654 Cultural Issues in Psychotherapy (Fall 08); Psy 425 Clinical Psychology (Fall 06-Spring 08). Courses were taught using a student participatory approach in which 50 percent of the time was devoted to instructor lecture and 50 percent to individual & group learning activities and seminar-style class discussion.

7/2007-8/2008 — *Doctoral Research Assistant, UAA Center for Human Development*
Conduct qualitative and quantitative research including development, proposal, literature review, key informant interviews, focus groups, data collection, data analysis, and report writing. Complete comprehensive technical reports and research presentations. Participate on multidisciplinary project development research teams.

7/2003-11/2006 — *Family Services Clinician, Anchorage Community Mental Health Services*
Provided comprehensive mental health services to individuals ages 3-21 and their families using an eclectic, client-specific model within a community mental health framework. These services included individual therapy, interactive and play therapy, family therapy, home-based therapy, couples therapy, and group therapy, diagnostic intake assessments, functional behavioral assessments, treatment planning, crisis intervention and crisis management, and community resource collaboration, linkage and coordination. Specialized complex trauma treatment was also provided. Additional tasks included providing contracted on-site training, consultation, and parenting stress assessment tool scoring and interpretation to Healthy Families team at Catholic Social Services and the clinical supervision of bachelor's and master's level interns and employees.

PROFESSIONAL INTERESTS & ACTIVITIES

- *Alaska Nurse Practitioner Association Conference Presentation, "Embracing the challenge: Working with difficult patients." Anchorage, AK, September, 2013*
- *Alaska Families Conference Presentation, "Reaching Farther: Using Telebehavioral Health and Distance Technology to Provide Mental Health Services Around Alaska." Anchorage, AK, May 2010*
- *Alaska Rural Health Conference Presentation, "Increasing Access to Telebehavioral Health for Rural Alaskans." Anchorage, AK, April 2010*
- *National Alliance on Mental Illness: Alaska's Behavioral Health System Conference Presentation, "Alaska Psychiatric Institute Services." Bethel, AK, March 2010*
- *American Psychological Association Convention Presentation, "Evaluating a Rural Alaska Native Short Term Case Management Program." Boston, MA, Aug 2008*
- *Western Psychological Association Conference Presentation, "Cultural Disconnect Among Alaska Native Youth." Vancouver, B.C., May 2007*
- *Western Psychological Association Conference Presentation, "Posttraumatic Growth in Response to Sept 11 and Personal Trauma." Vancouver, B.C., May 2007*
- *Admissions Committee member, UAA-UAF Joint PhD program in Clinical-Community Psychology, Aug 2007-May 2008*
- *President of Psi Chi, The National Honor Society in Psychology, August 2000-May 2001*

REFERENCES

- *Dr. Natalie Velasquez*
- *Dr. Melissa Kost*
- *Dr. Robert Boeckmann*
- *Dr. Jani Wilkerson*

4820 Windborne Way
Saint Cloud, FL 34772
Phone 845-826-0727

Felipe Fonseca

fonseca8@msn.com

SUMMARY

I am a Licensed Mental Health Counselor and a Certified Master's Level Addiction Professional, a graduate of Grand Canyon University with double masters in Mental Health Counseling and Addiction Counseling, and a Certified Anger Management Specialist I. I have worked with children, adolescents, adults, couples, and families in a variety of inpatient and outpatient service settings. I am also fluent in English, Spanish and Portuguese.

EDUCATION

Master of Science Professional Counseling, August 2013, Grand Canyon University
Master of Science Addiction Counseling, December 2011, Grand Canyon University
Bachelor of Arts in Psychology, August 1993

PROFESSIONAL EXPERIENCE

THE TRANSITION HOUSE, INC - Outpatient Center St. Cloud, FL
Counselor December 2014 – Present
THE TRANSITION HOUSE, INC - Outpatient Center Longwood, FL
Counselor October 2016 – Present

- Conduct brief behavioral assessments, biopsychosocial evaluations, diagnosis, treatment plans/review, Discharge Plan and After Care and provide supportive documentation.
- Provide cognitive-behavioral, solution-based mental health counseling and EMDR approach to children, adolescents, adults and families.
- Facilitate weekly psychotherapeutic group sessions providing psychoeducation and cognitive restructuring to include: Anger Management, Addiction Education, Coping Skills, Criminal Thinking, Art therapy, Processed Groups, Family Development, and Substance Abuse Prevention.

THE TRANSITION HOUSE, INC - Residential Program St. Cloud, FL
Clinical Supervisor December 2013 – December 2014

Therapeutic support of individuals with substance abuse/dependence issues in a residential setting.

- Ensure compliance with policies and procedures as established by employer, grants, and license requirements.
- Participate in developing, implementing and evaluating programs, plans, processes, systems and procedures to achieve desired outcomes.
- Supervise and assist the clinical team; develop, implement and monitors work plans to achieve therapy goals and objectives.
- Monitor activities of clinic to assure policies and guidelines are developed and observed.
- Establish effective communication practices between employees and administration.
- Monitor workplace accommodations/practices as provided the employee via the employer
- Maintain a supportive posture and professional interaction with residents and personnel.
- Train new staff on behavior plans, acquisition programs, and company procedures.
- Recruit, interview, train and evaluate persons for direct-care positions as needed.

	THE TRANSITION HOUSE, INC - Residential Program St. Cloud, FL **Substance Abuse Counselor August 2011 – December 2013** **Therapeutic support of individuals with substance abuse/dependence issues in a residential setting.** • Conduct brief behavioral assessments, biopsychosocial interviews, write treatment plans and provide essential case notes. • Conduct individual and group therapies and discuss experience with supervisors as relevant to education and practical application. **TURNING POINT of CENTRAL FLORIDA Kissimmee, FL** **Bilingual Mental Health/Substance Abuse Counselor September 2013 –May 2015** **Bilingual Mental Health/Substance Abuse Counselor April 2017 - Present** • Provide cognitive-behavioral, solution-based mental health & substance abuse individual counseling and EMDR approach to Ryan White Grant clients (co-occurring disorders, HIV and AIDS).

RELEVANT SKILLS, CERTIFICATION/EXPERIENCE HONORS RECEIVED	• **Licensed Mental Health Counselor April 2016, State of Florida Department of Health Division of Medical Quality Assurance** • **Master Certified Addiction Professional, October 2015, Florida Certification Board** • **Certified Addiction Professional, January 2014, Florida Certification Board** • **ICADC, January 2014, Florida Certification Board** • **Alcohol Drug Counselor IC&RC Reciprocal Level, April 2017, Alabama Alcohol & Drug Abuse Association** • **Licensed Independent Chemical Dependency Counselor, May 2017, Ohio Chemical Dependency Professionals Board** • **Certified Alcohol & Drug Counselor (CADC- II), June 2017, Certification Board of Georgia** • **Anger Management Specialist I, December 2013, National Anger Management Association** • **T4C Facilitator, August 2016** • **T4C Trainer, January 2018** • **EMDR Trained October 2017** • **Certified Adoption Competency Training October 2017**

PD 18-19.073 Residential Substance Abuse Treatment (RSAT) Program

Exhibit A Bid Form

Firm Name: The Transition House, Inc.

Printed Name and Title of Person Authorized to Sign on Behalf of the Firm: Thomas Griffin, CEO

*** Signature of Person Authorized to Sign on Behalf of the Firm:** _____

(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.

Item Number	Inmate Services Provided	Unit Hourly Rate	Estimated Annual Hours	Estimated Annual Total	Estimated 3-Year Total
1	**Inmate Psychological Assessment** (1 Hour per Inmate Initially)	$225.00	48	$10,800.00	$32,400.00
2	**Individual Counseling Sessions** (1 Hour per Inmate per Month)	$125.00	576	$72,000.00	$216,000.00
3	**Group Counseling Sessions** (3 Sessions per Week for 2 Hours per Session)	$55.00	312	$17,160.00	$51,480.00
4	**Education Groups** (2 Times per Week for 2 Hours per Session)	$50.00	208	$10,400.00	$31,200.00
			Totals:	**$110,360.00**	**$331,080.00**

*** Failure to execute this Form binding the proposer's offer shall result in the proposal being rejected as non-responsive.**

the TRANSITION HOUSE

Program Procedure A-09
Confidentiality and Client Records

Policy:

TTHI program shall maintain client records and identifying information in accordance with the Florida Statutes chapters 394,397, Title 42, Code of Federal Regulations, Part 2, and HIPPA.

Procedure: Residential

1. All employees are made aware of confidentiality and HIPPA regulations upon orientation. A pledge of privacy/confidentiality is signed at this time.
2. TTHI employees shall ensure their work areas meet all aspects of state and federal confidentiality laws.
3. Clinical Records are secured and stored in a locked in the staff office. Closed files are stored in TTHI staff office or secured storage room.
    a. At the close of business TTHI file room will be locked by the last staff person leaving the office.
    b. During business hours offices in which files are kept should not be left unattended without being locked.
    c. During business hours, clinical records will never be left in an open office unattended, office doors will be locked with records are left unattended.
    d. No clinical records are to be left in offices after business hours; all records are to be returned to the locked Record Room.
4. In the event that it becomes necessary to obtain information to successfully complete an evaluation or other documentation, each client must authorize this by signing a Release of Confidential Information form.
5. Records are not to be removed from the program until they are transferred to another program, sent to be archived, and/or requested by TTHI administration.
6. In order to complete the discharge process, the staff member will follow the procedures outlined in the Client Discharge process. The clinical director or other designated staff will review each client file for completeness. The client's file will be considered closed/inactive once this final review has been completed.

7. All non-medical records will have a destroy date of three (3) years. All medical records will have a destroy date of seven (7) years from the date of last discharge. Records passing this date will be inventoried and destroyed by incineration or shredding.

8. At times, other agencies or parents request information on our clients. The Clinical Director must approve all requests for documentation. A written request signed by the client and parent or guardian is required in all cases.
9. Staff will take care not to discuss client information without a release during phone conversations, in person, and outside of the office. Approved client sharing will be confined to the office and other secure settings.

Policy: Work Release and Transition Centers

TTHI program shall maintain client records and identifying information in accordance with the Florida Statues chapters 394,397, Title 42, Code of Federal Regulations, Part 2, and HIPPA.

Procedure: Work Release and Transition Centers:

1. All employees are made aware of confidentiality and HIPPA regulations upon orientation. A pledge of privacy/confidentiality is signed at this time.
2. TTHI employees shall ensure their work areas meet all aspects of state and federal confidentiality laws.
3. Clinical Records are stored in a locked file cabinet within a locked office. This office is locked each time the last staff person exits.
4. Discharged files are completed by the primary counselor counter signed by the clinical supervisor and submitted to the facility director for transfer to the parent institution.
5. Closed files are packaged and returned to the parent institution within three (3) days of discharge.
6. When an inmate requests a discharge summary he is informed that contact with the parent institution is necessary for the document. No record is kept on property after discharge.
7. Records are not to be removed from the program until they are transferred to the appropriate Department of Corrections facility.

8. The Work Release and Transition Centers facility does not receive the medical file as it is housed at The Central Florida Reception Center during the inmates stay at the Work Release and Transition Centers Facility.

the TRANSITION HOUSE

Program Procedure A-09.1
Document Retention and Destruction Policy

General

The Document Retention and Destruction Policy identifies the record retention responsibilities of staff, volunteers, members of the board of directors, and outsiders for maintaining and documenting the storage and destruction of the organization's documents and records.

The organization's staff, volunteers, members of the board of directors, committee members and outsiders (independent contractors via agreements with them) are required to honor the following rules:

a. Paper or electronic documents indicated under the terms for retention in the following section will be transferred and maintained by the management team and in the administrative offices;

b. All other paper documents will be destroyed after three years;

c. All other electronic documents will be deleted from all individual computers, data bases, networks, and back-up storage after one year;

d. No paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation (check with legal counsel or the human resources department for any current or foreseen litigation if employees have not been notified); and

e. No paper or electronic documents will be destroyed or deleted as required to comply with government auditing standards (Single Audit Act).

Record Retention

The following table, adapted from the National Council of Nonprofits, indicates the minimum requirements and is provided as guidance to customize in determining your organization's document retention policy. Because statutes of limitations and state and government agency requirements vary from state to state, each organization should carefully consider its requirements and consult with legal counsel before adopting a Document Retention and Destruction Policy. In addition, federal awards and other government grants may provide for a longer period than is required by other statutory requirements.

Type of Document	Minimum Requirement
Accounts payable ledgers and schedules	7 years
Audit reports	Permanently
Bank reconciliations	2 years
Bank statements	3 years
Checks (for important payments and purchases)	Permanently
Contracts, mortgages, notes, and leases (expired)	7 years
Contracts (still in effect)	Contract period
Correspondence (general)	2 years
Correspondence (legal and important matters)	Permanently
Correspondence (with customers and vendors)	2 years
Deeds, mortgages, and bills of sale	Permanently
Determination letter for income tax exemption	Permanently
Depreciation schedules	Permanently
Duplicate deposit slips	2 years
Employment applications	3 years
Expense analyses/expense distribution schedules	7 years
Year-end financial statements	Permanently
Insurance records, current accident reports, claims, policies, and so on (active and expired)	Permanently
Internal audit reports	3 years
Inventory records for products, materials, and supplies	3 years

Type of Document	Minimum Requirement
Invoices (to customers, from vendors)	7 years
Minute books, bylaws, and charter	Permanently
Patents and related papers	Permanently
Payroll records and summaries	7 years
Personnel files (terminated employees)	7 years
Retirement and pension records	Permanently
Tax returns and worksheets	Permanently
Timesheets	7 years
Trademark registrations and copyrights	Permanently
Withholding tax statements	7 years

According to the Department of Health and Human Services (HHS), a properly destroyed medical record or piece of PHI is defined as being rendered "unreadable, indecipherable, and otherwise unable to be reconstructed".

The following 18 different types of medical records, documents, and are defined as PHI and protected under HIPAA privacy laws:

- Names
- Dates
- Geographic Identifiers
- Phone Numbers
- Fax Numbers
- Email Addresses
- Medical Record Numbers
- Biometric Identifiers (i.e. fingerprint or retinal scan)
- Full Face Photos and Comparable Images
- Social Security Numbers
- Health Plan Beneficiary Numbers
- Account Numbers
- Certificate/License Numbers
- Vehicle Identifiers and Serial Numbers (including license plates)
- Device Identifiers and Serial Numbers
- Web URLs
- Internet Protocol (IP) Address Numbers
- Unique Identifying Numbers, Characteristics, or Codes

Procedure:

The HIPAA Privacy Rule requires that covered entities apply appropriate administrative, technical, and physical safeguards to protect the privacy of protected health information (PHI), in any form. See 45 CFR 164.530(c). This means that covered entities must implement reasonable safeguards to limit incidental, and avoid prohibited, uses and disclosures of PHI, including in connection with the disposal of such information. In addition, the HIPAA Security Rule requires that covered entities implement policies and procedures to address the final disposition of electronic PHI and/or the hardware or electronic media on which it is stored, as well as to implement procedures for removal of electronic PHI from electronic media before the media are made available for re-use. See 45 CFR 164.310(d)(2)(i) and (ii).

- For PHI in paper records, shredding, burning, pulping, or pulverizing the records so that PHI is rendered essentially unreadable, indecipherable, and otherwise cannot be reconstructed.
- Maintaining labeled prescription bottles and other PHI in opaque bags in a secure area and using a disposal vendor as a business associate to pick up and shred or otherwise destroy the PHI.
- For PHI on electronic media, clearing (using software or hardware products to overwrite media with non-sensitive data), purging (degaussing or exposing the media to a strong magnetic field in order to disrupt the recorded magnetic domains), or destroying the media (disintegration, pulverization, melting, incinerating, or shredding).

NOTICE OF PRIVACY PRACTICES FOR PROTECTED HEALTH INFORMATION

[45 CFR 164.520]

Background

The HIPAA Privacy Rule gives individuals a fundamental new right to be informed of the privacy practices of their health plans and of most of their health care providers, as well as to be informed of their privacy rights with respect to their personal health information. Health plans and covered health care providers are required to develop and distribute a notice that provides a clear explanation of these rights and practices. The notice is intended to focus individuals on privacy issues and concerns, and to prompt them to have discussions with their health plans and health care providers and exercise their rights.

How the Rule Works

General Rule. The Privacy Rule provides that an individual has a right to adequate notice of how a covered entity may use and disclose protected health information about the individual, as well as his or her rights and the covered entity's obligations with respect to that information. Most covered entities must develop and provide individuals with this notice of their privacy practices.

The Privacy Rule does not require the following covered entities to develop a notice:

- Health care clearinghouses, if the only protected health information they create or receive is as a business associate of another covered entity. See 45 CFR 164.500(b)(1).
- A correctional institution that is a covered entity (e.g., that has a covered health care provider component).
- A group health plan that provides benefits only through one or more contracts of insurance with health insurance issuers or HMOs, and that does not create or receive protected health information other than summary health information or enrollment or disenrollment information.

See 45 CFR 164.520(a).

Content of the Notice. Covered entities are required to provide a notice in *plain language* that describes:

- How the covered entity may use and disclose protected health information about an individual.

- The individual's rights with respect to the information and how the individual may exercise these rights, including how the individual may complain to the covered entity.

- The covered entity's legal duties with respect to the information, including a statement that the covered entity is required by law to maintain the privacy of protected health information.

- Whom individuals can contact for further information about the covered entity's privacy policies.

The notice must include an effective date. See 45 CFR 164.520(b) for the specific requirements for developing the content of the notice.

A covered entity is required to promptly revise and distribute its notice whenever it makes material changes to any of its privacy practices. See 45 CFR 164.520(b)(3), 164.520(c)(1)(i)(C) for health plans, and 164.520(c)(2)(iv) for covered health care providers with direct treatment relationships with individuals.

Providing the Notice.

- A covered entity must make its notice available to any person who asks for it.

- A covered entity must prominently post and make available its notice on any web site it maintains that provides information about its customer services or benefits.

- *Health Plans* must also:

  - Provide the notice to individuals then covered by the plan no later than April 14, 2003 (April 14, 2004, for small health plans) and to new enrollees at the time of enrollment.
  - Provide a revised notice to individuals then covered by the plan within 60 days of a material revision.
  - Notify individuals then covered by the plan of the availability of and how to obtain the notice at least once every three years.

- *Covered Direct Treatment Providers* must also:

- Provide the notice to the individual no later than the date of first service delivery (after the April 14, 2003 compliance date of the Privacy Rule) and, except in an emergency treatment situation, make a good faith effort to obtain the individual's written acknowledgment of receipt of the notice. If an acknowledgment cannot be obtained, the provider must document his or her efforts to obtain the acknowledgment and the reason why it was not obtained.
- When first service delivery to an individual is provided over the Internet, through e-mail, or otherwise electronically, the provider must send an electronic notice automatically and contemporaneously in response to the individual's first request for service. The provider must make a good faith effort to obtain a return receipt or other transmission from the individual in response to receiving the notice.
- In an emergency treatment situation, provide the notice as soon as it is reasonably practicable to do so after the emergency situation has ended. In these situations, providers are not required to make a good faith effort to obtain a written acknowledgment from individuals.
- Make the latest notice (i.e., the one that reflects any changes in privacy policies) available at the provider's office or facility for individuals to request to take with them, and post it in a clear and prominent location at the facility.

- A covered entity may e-mail the notice to an individual if the individual agrees to receive an electronic notice.

See 45 CFR 164.520(c) for the specific requirements for providing the notice.

Organizational Options.

- Any covered entity, including a hybrid entity or an affiliated covered entity, may choose to develop more than one notice, such as when an entity performs different types of covered functions (i.e., the functions that make it a health plan, a health care provider, or a health care clearinghouse) and there are variations in its privacy practices among these covered functions. Covered entities are encouraged to provide individuals with the most specific notice possible.

- Covered entities that participate in an organized health care arrangement may choose to produce a single, joint notice if certain requirements are met. For example, the joint notice must describe the covered entities and the service

delivery sites to which it applies. If any one of the participating covered entities provides the joint notice to an individual, the notice distribution requirement with respect to that individual is met for all of the covered entities. See 45 CFR 164.520(d).

Frequently Asked Questions

To see Privacy Rule FAQs, click the desired link below:

FAQs on Notice of Privacy Practices

FAQs on ALL Privacy Rule Topics

(You can also go to http://answers.hhs.gov/cgi-bin/hhs.cfg/php/enduser/std_alp.php, then select "Privacy of Health Information/HIPAA" from the Category drop down list and click the Search button.)

Sir or Madam,

The Transition House Inc. is a Florida non-profit corporation that has been a contracted provider for the Florida Department of Corrections (FDOC) since 2008 and has successfully provided reentry, substance abuse treatment, educational and employment services to inmates in the FDOC system since 2013.

It is our firm belief that The Transition House, Inc. has the experience and programs in place to best utilize and expand integrated treatment and services for the population of focus. We strongly support our community partner, The Transition House, Inc., and will continue to work with them. Through their efforts The Transition House, Inc. has demonstrated 25 years of expertise in delivering treatment and support to individuals and families suffering with substance use and dependence.

Please don't hesitate to contact me if you have any questions.

Sincerely,

Todd Thomson
President/CEO

# # #

About the Greater Pensacola Chamber
Founded in 1889, the Greater Pensacola Chamber is driven to create a climate of growth and success, to ensure economic prosperity and to enhance the quality of life in Greater Pensacola. The Pensacola Chamber Foundation, a 501(c)(3) nonprofit, oversees Leadership Pensacola and completed Vision 2015, a five-year plan for job creation that brought more than 8,000 jobs to the area within three years. These initiatives take a strategic approach to regional growth and community building with the goal of building a healthier, better-educated workforce; continuing to advance the region's economic positioning; and improving community infrastructure. For additional information, please visit www.pensacolachamber.com, facebook.com/pensacolachamber, linkedin.com/company/greaterpensacolachamber or follow @pcolachamber.

AGREEMENT FOR PROFESSIONAL SERVICES (PD 18-19.073)

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 The Transition House, Inc. (hereinafter referred to as "Contractor"), a Florida not-for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-3208913, whose principal address is 3800 5th Street, St. Cloud, FL 34769.

WITNESSETH:

WHEREAS, on May 28, 2019, the County issued a Request for Proposals (PD 18-19.073) seeking a licensed provider to provide Residential Substance Abuse Treatment Program for inmates in the custody of the Escambia County Department of Corrections; and

WHEREAS, the Contractor was the most responsive and responsible provider proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. 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, 2019, and continue for a term of thirty-six (36) months expiring on September 30, 2022. Upon mutual agreement of the parties, this Agreement may be renewed for two additional twelve (12) month terms. The total duration of this Agreement, including the exercise of all options to renew/extend, shall not exceed the duration of sixty (60) months.

3. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services set forth in Escambia County's *Request for Proposals for Residential Substance Abuse Treatment Program, Specification No. P.D. 18-19.073*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor the following hourly rates:

Service	Unit Hourly Rate
Psychological Assessment	$225.00
Individual Counseling Session	$125.00
Group Counselling Session (2 hours p/session)	$55.00
Education Group Session (2 hours p/session)	$50.00

The volume of services required by the County per month may fluctuate, and no minimum number of service hours will be guaranteed during the term of this Agreement.

5. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services performed with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place, Suite 140
Pensacola, FL 32502

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

6. Termination. 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 services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor, its employees or agents, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the Contractor's duties hereunder. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to Escambia County's indemnification right under 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 the County's exclusive remedy.

8. Insurance. During the term of this Agreement, Contractor shall procure and maintain, at its sole expense, 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) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability with $1,000,000 per occurrence minimum limit.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. 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 Transition House, Inc.	To: Escambia County
Attention: Thomas Griffin	Attention: County Administrator
3800 5th Street	221 Palafox Place
St. Cloud, FL 34769	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.

10. 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.

11. 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

12. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

15. 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.

16. 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.

17. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the

governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Witness

By: _____
Janice P. Gilley, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-31-2019

CONTRACTOR:
THE TRANSITION HOUSE, INC.

Attest:

By: _____
Thomas Griffin, CEO/President

Date: _____

_____
Corporate Secretary

[SEAL]

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) PROGRAM
SPECIFICATION NUMBER PD 18-19.073

RESPONSES WILL BE RECEIVED UNTIL: 2:00 PM CST, June 26, 2019
Office of Purchasing,
Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Douglas Underhill
Robert D. Bender
Jeff Bergosh

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA
REQUEST FOR PROPOSALS
RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) PROGRAM
PD 18-19.073

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PART I GENERAL INFORMATION

All submittals to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Submittals of proposals may be mailed to 213 Palafox Place, 2nd Floor Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a **sealed envelope clearly marked:**

Specification Number PD 18-19.073, "Residential Substance Abuse Treatment (RSAT) Program," "Name of Submitting Firm," "Time and Date due".
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each submitter shall be responsible for his submittals being delivered on time as the County assumes no responsibility for same. Submittals received after the time set for solicitation closing will be rejected and returned unopened to the submitter.

Escambia County is a political subdivision of the State of Florida. It is governed by an independent elected five members Board of County Commissioners. The Board is elected by single member District vote for staggered terms. In Addition, the County has five Constitutional Officers, each elected by county-wide vote. The five Constitutional Officers of the County are: the Property Appraiser, the Sheriff, the Supervisor of Elections, the Clerk of the Circuit Court and the Tax Collector.

The Board appoints a County Administrator to administer the affairs of the County. In addition, the Board appoints a County Attorney to render legal advice to the Board of County Commissioners.

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

1-1 PURPOSE

The intent of this Request for Proposal (RFP) is to seek competitive proposals from qualified experienced bidders for the provision and operation of a residential substance abuse treatment (RSAT) programs for the Escambia County Corrections Department.

1-2 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 RFP are approximate and can average between 1,400 and 1,600 offenders. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the Escambia County Jail houses offenders at the following locations:

Name of Facility	Location of Facility	Average Daily Population of "Jail" Offenders (FY2018)
Escambia County Main Jail	2935 North L Street Pensacola, Florida 32501	920
Escambia County Work Release Facility	1211 West Fairfield Drive Pensacola, Florida 32501	290
Escambia County Work Annex	601 County Road 297A Cantonment, Florida 32533	236

Upon completion of the new facility (expected completion is April 2020), there are some anticipated adjustments to the ADP of the facilities listed above. Below is the projected headcounts once the new facility is completed.

Facility Name	Facility Address	Projected Average Daily Population (April 2020)	Housing Designation
Main Jail+ New Facility	2935 North L Street, Pensacola, Florida 32501	1,334	Minimum to High Maximum
Work Release Facility	1211 West Fairfield Drive, Pensacola, Florida 32501	100	Minimum
Work Annex	601 County Road 297A, Cantonment, Florida 32533	236	Minimum

As of December 2018, Escambia County has the 12th largest County Jail population in Florida. In 2018, 16,924 bookings were conducted, and the total daily population averaged 1,670 inmates. At any given time approximately 25% of the population is incarcerated on drug related charges.

1-3 PRE-SOLICITATION CONFERENCE

To ensure potential proposers have full understanding of the RFP requirements and current facility system operation, a non-mandatory pre-solicitation conference will be held at:

Escambia County Office of Purchasing
213 Palafox Place, 2nd Floor
Pensacola, FL 32502
Date/Time: June 12, 2019 at 2:00 PM CDT

1-4 SCOPE OF SERVICES

Target Population:

The substance abuse treatment program shall provide evidence-based treatment and practices for fifty (50 to seventy (70) adult male inmates, and twenty-five (25) to thirty-five (35) adult females inmates annually identified as in-need of substance abuse treatment. The participants may be housed at either the main Jail, Work Release Facility, or Work Annex.

Note: Escambia County Drug Court participants cannot be included in this program.

Program Services:

Program services shall be provided to those housed at the Main Jail, Work Release Facility, and Work Annex. RSAT Program services shall be a minimum of sixty (60) days and include but not be limited to the following elements:

A. Psychological Assessment shall be face-to-face interviews for the purposes of data collection of educational, employment, criminal, medical, family, substance abuse, and mental health histories to assist in the determination of the inmate's appropriateness for the program.

B. Individual Counseling: Counselor shall provide individual face-to-face contact via one-hour sessions per inmate per month, to review progress and work on

treatment plan goals and objectives.

C. Group Counseling shall be offered three (3) times per week, fifty-two (52) weeks per year, and each session shall be two (2) hours in length.

D. Education Programs shall be offered two (2) times per week, fifty-two (52) weeks per year, and each session shall be two (2) hours in length.

E. Relapse Prevention: Counselor shall provide inmates with an awareness of common relapse warning signs and an opportunity to individually identify high relapse risk situations.

F. Follow-up Services: Upon release, Provider shall continue case management services and track program participants for a period of three (3) months and shall ensure in-patient placement if necessary.

Program Schedule:

The County will work with the Contractor to identify days and times and work for both the provider and the County. It should be noted that services provided to the Work Annex must be rendered during evening hours once the crews have returned to the facility.

The County reserves the right to alter classes based upon facility needs and programming schedules may vary based upon the constraints of the facility.

Reporting Requirements:

The Contractor shall maintain records on each inmate and provide those records to designated County staff on a monthly basis.

Required Outcomes:

The following outcome measures shall be implemented to measure the effectiveness of the RSAT Program:

Outcome 1: Number of participants in the RSAT Program
Services: Individual counseling, group counseling, and education programs

Outcome 2: Successful completion of the RSAT Program
Services: Individual counseling, group counseling, and education programs

Outcome 3: Number of intakes per month
Services: New participants joining the RSAT Program

Outcome 4: Number of RSAT Program discharges per month
Services: Participants leaving the RSAT Program

Outcome 5: Number of graduates per month
Services: Successful completion of the RSAT Program

1-5 VENDOR QUALIFICATIONS

Qualification of Firm

Escambia County requires that each firm responding to this Request for Proposals identify its qualifications as they relate to the services required. The information provided shall specifically include at least five (5) references, of which a minimum of two (2) shall have governmental entity experience similar to the work being requested in this RFP. Each reference shall include the entity name, contact name, address, email address, and telephone number of the person responsible for the program at the reference facility. The proposing firms shall also include the dates the contract began and ended with the reference entity within the last five (5) years. The same client entity shall not be submitted more than once toward a reference.

Qualifications of Staff

A. The proposing firm shall provide an organizational chart that lists all staff contemplated to perform the work, and comprehensive résumés for each which documents the staff member's experience, training, and education in the required consulting services. Staff with experience working with governmental entities should be identified and a list of their projects provided.

B. The Substance Abuse Counselor shall possess a minimum of a bachelor's degree in Human Services, Substance Abuse, Social Work, or a related field from an accredited institution, and a minimum of two (2) years of professional experience in the field, or an associate degree in Human Services or a related field and four (4) years of professional experience in the field. A comprehensive résumé and documentation shall be provided to demonstrate qualification.

C. Supervisory staff shall possess a minimum of a bachelor's degree in Human Services, Substance Abuse, Social Work, or a related field from an accredited institution and four (4) years of professional experience in the field to review and approve all substance abuse treatment and education plans, and all other related documents and materials required to meet State and Local licensing requirements. A comprehensive résumé and documentation shall be provided to demonstrate qualification.

1-6 Technical Approach

A. Provide a detailed description of the Proposer's approach to the project/Scope of Work. The curriculum shall be evidence-based. Proposer shall include how the firm will track and report outcomes and maintain associated program data.

B. Provide methods of program service and program staffing for the following In-Jail Custody services, in accordance with the Scope of Work:

1) Psychological Assessment

2) Individual Counseling

3) Group Counseling

4) Education Programs

5) Relapse Prevention

6) Follow-Up Services

C. Proposer shall include a copy of the firm's policy for HIPPA compliance.

D. Proposer shall provide a signed statement confirming the Proposer's agreement to meet the minimum requirements of this Request for Proposals and the Scope of Work herein.

1-7 Fee Schedule

Each proposer shall complete and submit the Fee Schedule included herein as Attachment A. **The fee shall include ALL costs associated with the performance of the contract including travel and out-of-pocket expenses.**

PART II INFORMATION REQUIRED FROM SUBMITTERS ALL RESPONSES SHALL INCLUDE THE FOLLOWING:

2-1 FORMAT AND CONTENT

The County discourages overly lengthy and costly responses; however, in order for the County to evaluate qualifications fairly and completely, submitters should follow the format set out herein and provide all of the information requested.

Responses shall include the complete name and address of the Proposing firm, and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of RFP response. **Provide one (1) paper copy and one (1) complete submittal on flash-drive or Compact Disc (CD)**.

2-2 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.

PART III SELECTION PROCESS AND CRITERIA FOR SELECTION PROCESS

The proposal review process will be initiated through the Selection Review Committee. Based on the decision of the Committee, a recommendation will be taken to the Escambia County Board of County Commissioners for discussion and award of the agreement April 5, 2018.

The criteria used to determine the best value to the County are as follows:

Criteria	Weight
Qualifications of Staff	35
Qualifications of Firm	30
Technical Approach	25
Fee Proposal	10
Total Possible Score	**100**

PART IV SCHEDULE

The following schedule is proposed and shall be adhered to in so far as practical in all actions related to this procurement:

Event	Scheduled Date
Public Notice	May 28, 2019
Non-Mandatory Pre-Solicitation Conference	2:00 PM CDT June 12, 2019
Final Date for Questions	5:00 PM, CST, June 19, 2019
Responses to Questions	June 20, 2019
RFP Responses Due	2:00 PM, CST June 26, 2019
Short-List Meeting	10:30 AM CDT, July 09, 2019
Discussions/Ranking Meeting	1:30 PM CDT, July 16, 2019
1st Negotiations	1:00 PM CDT, August 06, 2019
2nd Negotiations (If Necessary)	2:30 PM CDT August 08, 2019
Recommendation to BCC	September 05, 2019

All questions shall be directed to:

Jeffrey Lovingood
Purchasing Coordinator
Telephone (850) 595-4953
Email: JDLovingood@myescambia.com

PART V CONTRACT TERM / RENEWAL / TERMINATION

1. The contract resulting from this RFP shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for two (2) additional twelve (12) months periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

2. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

3. The initiation County department(s) shall issue release purchase orders against the term contract on an "as needed" basis.

4. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

5. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

6. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

7. The contract resulting from this Solicitation may include provisions for price adjustments after twelve (12) months. Written request for price adjustment may be made every twelve

(12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

PD 18-19.073 Bid Distribution List

DateAdded	CompanyName	EmailAddress	Subject	EventType
5/30/2019 11:03	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 18-19.073 RFP for Residential Substance Abuse Treatment Program	delivered
5/30/2019 11:03	Bay Tool & Machine Works	annolataylor@live.com	Escambia County - PD 18-19.073 RFP for Residential Substance Abuse Treatment Program	delivered
5/30/2019 11:03	HedgeMow / Verato Group	business@hedgemow.com	Escambia County - PD 18-19.073 RFP for Residential Substance Abuse Treatment Program	delivered
5/30/2019 11:03	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PD 18-19.073 RFP for Residential Substance Abuse Treatment Program	delivered
5/30/2019 11:03	Reality Check Counseling Services	dmontoya@realitycheckcs.com	Escambia County - PD 18-19.073 RFP for Residential Substance Abuse Treatment Program	delivered
5/30/2019 11:03	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 18-19.073 RFP for Residential Substance Abuse Treatment Program	delivered
5/30/2019 11:03	Clearview Education & Counseling LLC	fred@clearview.gccoxmail.com	Escambia County - PD 18-19.073 RFP for Residential Substance Abuse Treatment Program	delivered
5/30/2019 11:03	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 18-19.073 RFP for Residential Substance Abuse Treatment Program	delivered
5/30/2019 11:03	FARWEST HELPING FOUNDATION CORP	mcwdccassc@gmail.com	Escambia County - PD 18-19.073 RFP for Residential Substance Abuse Treatment Program	delivered
5/30/2019 11:03	M.C & M CONSTRUCTIONS CORP	mcwdccassc@gmail.com	Escambia County - PD 18-19.073 RFP for Residential Substance Abuse Treatment Program	delivered
5/30/2019 11:03	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 18-19.073 RFP for Residential Substance Abuse Treatment Program	delivered
5/30/2019 11:03	empire builders	mike@empirebuildersgroup.com	Escambia County - PD 18-19.073 RFP for Residential Substance Abuse Treatment Program	delivered
5/30/2019 11:03	The Sumlin Group Llc	mikesumlin@yahoo.com	Escambia County - PD 18-19.073 RFP for Residential Substance Abuse Treatment Program	delivered
5/30/2019 11:03	EAP Lifestyle Management LLC	pvanderpool@eaplfestyle.com	Escambia County - PD 18-19.073 RFP for Residential Substance Abuse Treatment Program	delivered
5/30/2019 11:03	EAP Lifestyle Management LLC	pvanderpool@eaplifestyle.com	Escambia County - PD 18-19.073 RFP for Residential Substance Abuse Treatment Program	delivered
5/30/2019 11:03	HedgeMow / Verato Group	quotes@veratogroup.com	Escambia County - PD 18-19.073 RFP for Residential Substance Abuse Treatment Program	delivered
5/30/2019 11:03	Hope Counseling	raul.garcia@hopecounseling.us	Escambia County - PD 18-19.073 RFP for Residential Substance Abuse Treatment Program	delivered
5/30/2019 11:03	Open Minds	rfphotline@openminds.com	Escambia County - PD 18-19.073 RFP for Residential Substance Abuse Treatment Program	delivered
5/30/2019 11:03	Reality Check Counseling Services	sdawson@realitycheckcs.com	Escambia County - PD 18-19.073 RFP for Residential Substance Abuse Treatment Program	delivered

PD 18-19.073 Bid Analytics

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
5/30/2019 12:54	CELL STAFF LLC	Grant	Hargis	BIDS@CELLSTAFF.COM	Viewed	None
6/18/2019 7:10	ConstructConnect	Kristy	Osborn	kristy.osborn@constructconnect.com	Viewed	None
6/18/2019 7:10	ConstructConnect	Kristy	Osborn	kristy.osborn@constructconnect.com	Downloaded	None
6/6/2019 6:18	Construction Journal	Nancy	Rogers	bids@thecj.com	Viewed	None
6/6/2019 6:18	Construction Journal	Nancy	Rogers	bids@thecj.com	Downloaded	None
6/11/2019 9:05	D.R.E.A.M Youth Development Inc.	Tawanna	Lewis	tawannalewis79@gmail.com	Viewed	Minority Owned;WOSB (Woman Owned Small Business)
6/4/2019 6:34	DH and Company	Dara	Harsh	daraharsh@gmail.com	Downloaded	None
6/18/2019 23:36	DH and Company	Dara	Harsh	daraharsh@gmail.com	Viewed	None
7/2/2019 8:06	Dodge Data & Analytics	Swamy	Kalyan	s.kalyanaraman@construction.com	Viewed	VOSB (Veteran Owned Small Business)
6/5/2019 13:50	fl research inc.	Rick	Cole	info@flresearch.com	Viewed	None
6/5/2019 13:50	fl research inc.	Rick	Cole	info@flresearch.com	Downloaded	None
6/15/2019 17:19	Florida Bid Reporting	Kila	Rus	kila@floridabid.com	Viewed	None
6/18/2019 6:59	North America Procurement Council Inc. PBC	Eric	Johnson	sourcemanagement@napc.me	Viewed	None
6/18/2019 7:04	North America Procurement Council Inc. PBC	Eric	Johnson	sourcemanagement@napc.me	Downloaded	None
5/31/2019 1:32	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Downloaded	Minority Owned
6/24/2019 20:15	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owned
5/31/2019 18:08	onvia	source	management	sourcemanagement2@onvia.com	Downloaded	None
6/24/2019 16:48	onvia	source	management	sourcemanagement2@onvia.com	Viewed	None
5/30/2019 11:07	Open Minds	Samantha	Messina	rfphotline@openminds.com	Viewed	None
5/30/2019 11:07	Open Minds	Samantha	Messina	rfphotline@openminds.com	Downloaded	None
6/13/2019 13:02	RCI CONTROLS LLC	DENISE	BRIGGS	admin@rcicontrols.com	Viewed	None
6/3/2019 13:36	RecoveryTrek LLC	Kevin	Alexander	bizdev@recoverytrek.com	Viewed	SDVOSB (Service Disabled Veteran Owned Small Business)
6/8/2019 8:02	Safety Solutions	Stephen	Neff	safetysolinc@yahoo.com	Viewed	None
5/31/2019 6:27	School Wholesale Supplies LLC	Jp	Das	jpdas@eii-usa.com	Downloaded	None
6/12/2019 1:12	School Wholesale Supplies LLC	Jp	Das	jpdas@eii-usa.com	Viewed	None
6/5/2019 1:14	SevenOutsource	Steve	Walse	rfpalerts@gmail.com	Viewed	None
5/30/2019 11:14	Spectrum Health Systems Inc.	Cindy	Buraczynski	cindy.buraczynski@spectrumhealthsystems.org	Viewed	None
6/3/2019 11:12	STOA Architects	Alyson	Savage	asavage@stoaarchitects.com	Viewed	Minority Owned
6/3/2019 11:12	STOA Architects	Alyson	Savage	asavage@stoaarchitects.com	Downloaded	Minority Owned
6/24/2019 0:47	The Transition House Inc.	Jaymes	Gonzales	jaymes@thetransitionhouse.org	Downloaded	None
6/24/2019 0:47	The Transition House Inc.	Jennifer	Dellasanta	jennifer@thetransitionhouse.org	Downloaded	None
6/24/2019 0:49	The Transition House Inc.	Jaymes	Gonzales	jaymes@thetransitionhouse.org	Viewed	None
6/24/2019 0:49	The Transition House Inc.	Jennifer	Dellasanta	jennifer@thetransitionhouse.org	Viewed	None
6/24/2019 0:28	TTHI	Jaymes	Gonzales	jaymesg@gmail.com	Viewed	None

REGISTER OF PROPOSERS

Solicitation #PD 18-19.073 Residential Substance Abuse Treatment Program

RFP Due Date & Time: June 26, 2019 @ 2:00 p.m. CDT

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
The Transition House, INC	407-892-5700	tom@thetransitionhouse.org	Thomas J. Griffin
Submittals Received By:	Savanah Kruse, Purchasing Specialist		Date: July 02, 2019
Witnessed By:	Jeffrey Lovingood, Purchasing Coordinator		Date: July 02, 2019

Posted 7/02/2019 @ 4:00p.m.,CDT SLK

Savanah Kruse

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16430 **County Administrator's Report 9. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Purchase of Five John Deere Gators for Pensacola Beach Public Works
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Five John Deere Gators for Pensacola Beach Public Works - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the County Administrator to sign a Purchase Order for the purchase of five John Deere Gators for the Pensacola Beach Public Works Department, to Smith Tractor Company, Inc., in the amount of $73,936.45, according to the specifications outlined in PD 18-19.085, John Deere Gators (5) for Pensacola Beach Public Works.

[Funding:
Quantity four units charged to Fund 108, Fourth Cent; Cost Center 360105, Fourth Cent Projects; Object Code 56401, Machinery & Equipment - $59,149.16; and

Quantity one unit charged to Fund 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 56401, Machinery & Equipment - $14,787.29;
Total 5 units - $73,936.45]

Specification PD 18-19.085, John Deere Gators (5) for Pensacola Beach Public Works, was issued to 48 dealers around the State of Florida - including local dealers. The solicitation was viewed by 26 firms and downloaded by 21.

BACKGROUND:

Specification PD 18-19.085, John Deere Gators (5) for Pensacola Beach Public Works was posted on Vendor Registry beginning on June 10, 2019 and was issued to 48 dealers around the State of Florida - including local dealers. The solicitation was viewed by twenty-six firms and downloaded by twenty-one. Bid responses were received from three firms, with Smith Tractor Company, Inc. being the lowest, most responsive bidder.

BUDGETARY IMPACT:

Funding:
Quantity 4 units charged to Fund 108, 4th Cent; Cost Center 360105, Fourth Cent Projects; Object Code 56401, Machinery & Equipment - $59,149.16
Quantity 1 unit charged to Fund 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 56401, Machinery & Equipment - $14,787.29
Total 5 units - $73,936.45

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation
Addendum 1
Bid From Smith Tractor Company, Inc.
Bid Tab Recommendation to Award
Bid Distribution List
Bid Analytics

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS
JOHN DEERE GATORS (5) OR APPROVED EQUIVALENT FOR PENSACOLA BEACH PUBLIC WORKS
SPECIFICATION NUMBER PD 18-19.085

BIDS WILL BE RECEIVED UNTIL 1:00 PM CDT, June 25, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert D. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice
It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent (7%) of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within three percent (3%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent (2%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent (4%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination

of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

Escambia County, Florida

Invitation to Bid – Bidder's Checklist
JOHN DEERE GATORS (5) OR APPROVED EQUIVALENT
FOR PENSACOLA BEACH PUBLIC WORKS
Specification PD 18-19.085

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.

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.

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?

HOW TO SUBMIT A "NO BID":
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

JOHN DEERE GATORS (5) OR APPROVED EQUIVALENT
FOR PENSACOLA BEACH PUBLIC WORKS

SPECIFICATION NUMBER 18-19.085

TABLE OF CONTENTS

Forms marked with an asterisk "*" must be returned with the Bid.
Forms marked with a double-asterisk "**" should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	1
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	3
Drug-Free Workplace Form **	5
Information Sheet for Transactions and Conveyances Corporate Identification **	6
List of General Terms and Conditions (Incorporated by Reference)	8
Special Terms and Conditions	10

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

John Deere Gators (5) or Approved Equivalent for Pensacola Beach Public Works Department

Solicitation Number PD 18-19.085

Solicitation

MAILING DATE: June 6, 2019
PRE-SOLICITATION CONFERENCE: There will be no Pre-Solicitation Conference for this solicitation
OFFERS WILL BE RECEIVED UNTIL: 1:00 PM CDT June 25, 2019 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 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 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:
_____

Delivery Date will be _____ days after receipt of purchase order

This bid is good for purchasing additional units as needed by the County for up to _____ full months from the date of the Bid Opening. Please see Special Terms & Conditions Section 17 for additional details.

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

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.

_____
(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's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Please list the year, make and model of the equipment being bid:

_____

Base Bid for One (1) Unit $_____

Total Bid for Five (5) Units $_____

☐ 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)***.

CONTRATOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum # _____ Date _____ Addendum # _____ Date _____
Addendum # _____ Date _____ Addendum # _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number:

Occupational License Number:

Florida DBPR Contractor's License, Certification, and/or Registration Number:

Type of Contractor's License, Certification, and/or Registration:

Expiration Date:

County Permits/Fees Required for this Project:

Person to Contact Concerning This Bid:
Name:
Phone:
E-Mail:

Person to Contact for Emergency Service:
Name:
Phone:
E-Mail:

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUES, 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 of 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 and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it 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 IDENTIFIED 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 and subscribed before me this _____ day of _____

20_____. Personally known _____ OR produced 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 Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger 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 pleas 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 One (1) through Five (5).

Check One:

_____ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** fully comply 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:

Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

Please complete this form on the following page.

Information sheet for Transactions and Conveyances Corporate Identification

(Page 2 of 2)

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:** _____

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.

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

(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, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. 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 MyEscambia Web Site 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. Manufacturer's 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: Florida Sunbiz Search
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. 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 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 Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.085, "JOHN DEERE GATORS (5) OR APPROVED EQUIVALENT FOR PENSACOLA BEACH PUBLIC WORKS", Name of Submitting Firm, Date and Time Due.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked 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 action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, 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 to Bid or the Request for Proposal, or Qualification, or Information, or Request 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.

2. Scope of Work

This solicitation is for the purchase of five (5) John Deere Gators (2019 Model XUV835M), or approved equivalent, with the following optional features:

- Yellow steel wheels with Terra Hawk all-terrain tires
- Split bench seat
- Color: Factory standard
- Cargo Box with Spray-In liner, brake, and tail lights
- Manual lift
- OSR nets
- Roof and windshield
- Deere BM26185 Beacon Light
- Deere BM26265 Front Attachment Harness
- Deere BUC10608 Front Turn Signal Light Kit
- Remove Deere 4199 Rear Package
- Remove Deere 4249 Guards
- Remove Deere 6349 Winch

3. Procurement Questions

Questions shall be directed to **Paul Nobles, Purchasing Manager, at PRNobles@myescambia.com**. The last day for questions will be June 19, 2019 at 5:00 PM CDT.

4. Pre-Solicitation Conference

There will be no pre-solicitation conference for this solicitation.

5. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, signed with original signatures in indelible ink, and signed in the proper spaces. Responses on vendor forms will not be accepted.
The Offeror's Checklist included in the Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. F.O.B. Destination

The F.O.B. Destination point shall be 25 Via De Luna Drive, Pensacola Beach, FL 32561 within Escambia County. The prices shall include all costs of packaging, transporting, delivery, and unloading – including inside delivery if requested – to the designated point within Escambia County.

7. Delivery

Delivery is requested with 120 calendar days after receipt of the Purchase Order or release order.

8. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Escambia County Fleet/Road Department
Attention: James Higdon
601 Highway 297A
Cantonment, FL 32533

9. Information and Descriptive Literature

Offerors shall furnish all information requested and in the space provided on the bid form, if any. Furthermore, each offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

10. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

11. Equivalents/Samples

Please note the clause "manufacturers' name and approved equivalents" in general conditions on the cover sheet. In addition to the equivalency requirement, vendors offering equivalent

items shall meet the general design and style given for the “as specified” item.

12. Equipment/Service

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful offeror. At the time of solicitation opening, the offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County’s sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the bid form.

13. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded vendor prior to acceptance by Escambia County. Space will be provided by the County for on site assembly by the awarded vendor. It will be the responsibility of the awarded vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

14. Manuals

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual	2 copies
Parts manual	2 copies
Repair manual	2 copies

In addition to the above, the equipment shall be delivered with the following documents as applicable:

A. Statement of origin

B. Warranty certifications

C. Copy of pre-delivery service report

15. 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.

16. Award

Award shall be made on an "all-or-none total" basis.

17. 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.

18. Additional Quantities

For a period not exceeding twelve (12) full months from the date of solicitation opening, the right is reserved to purchase any amount of additional items at the prices offered in this Solicitation. If additional quantities are not acceptable, the bid form shall be noted as the offer being good for "zero (0)" months.

19. 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, judgements, 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 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.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 11, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.085 John Deere Gators (5) for Pensacola Beach Public Works

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 provides for a clarification regarding the Brand Referenced information contained in the solicitation.

> Due to the Pensacola Beach Public Works Department's standardization of equipment and training, the County will only accept responses to this solicitation that offer the John Deere Gator model XUV835M.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Detail by FEI/EIN Number

Florida Profit Corporation
SMITH TRACTOR COMPANY, INCORPORATED

Filing Information

Document Number	174070
FEI/EIN Number	59-0784701
Date Filed	06/13/1953
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/15/2018

Principal Address

3834 HWY 4
JAY, FL 32565-0427

Changed: 04/19/2005

Mailing Address

PO BOX 427
JAY, FL 32565-0427

Changed: 04/19/2005

Registered Agent Name & Address

SMITH, RICKY WYATT
3834 HWY 4
JAY, FL 32565

Name Changed: 11/11/2016

Address Changed: 04/30/2010

Officer/Director Detail

Name & Address

Title PD

SMITH, RICKY WYATT
3834 HWY 4
JAY, FL 32565

Title SD

SMITH, LOUISE
3834 HWY 4
JAY, FL 32565

Title VD

SMITH, GREGORY
3834 HIGHWAY 4
JAY, FL 32565

Annual Reports

Report Year	Filed Date
2017	01/24/2017
2018	11/15/2018
2019	01/08/2019

Document Images

01/08/2019 -- ANNUAL REPORT	View image in PDF format
11/15/2018 -- REINSTATEMENT	View image in PDF format
01/24/2017 -- ANNUAL REPORT	View image in PDF format
11/11/2016 -- REINSTATEMENT	View image in PDF format
04/09/2015 -- ANNUAL REPORT	View image in PDF format
03/18/2014 -- ANNUAL REPORT	View image in PDF format
02/22/2013 -- ANNUAL REPORT	View image in PDF format
02/13/2012 -- ANNUAL REPORT	View image in PDF format
02/18/2011 -- ANNUAL REPORT	View image in PDF format
04/30/2010 -- ANNUAL REPORT	View image in PDF format
03/05/2009 -- ANNUAL REPORT	View image in PDF format
04/15/2008 -- ANNUAL REPORT	View image in PDF format
01/04/2007 -- ANNUAL REPORT	View image in PDF format
04/14/2006 -- ANNUAL REPORT	View image in PDF format
04/19/2005 -- ANNUAL REPORT	View image in PDF format
03/25/2004 -- ANNUAL REPORT	View image in PDF format
04/25/2003 -- ANNUAL REPORT	View image in PDF format
05/09/2002 -- ANNUAL REPORT	View image in PDF format
04/23/2001 -- ANNUAL REPORT	View image in PDF format
10/10/2000 -- Amendment	View image in PDF format
05/08/2000 -- ANNUAL REPORT	View image in PDF format
02/19/1999 -- ANNUAL REPORT	View image in PDF format
04/22/1998 -- ANNUAL REPORT	View image in PDF format
04/01/1997 -- ANNUAL REPORT	View image in PDF format
04/25/1996 -- ANNUAL REPORT	View image in PDF format
04/24/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 11, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

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This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Smith Tractor Co

JDL

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS
JOHN DEERE GATORS (5) OR APPROVED EQUIVALENT
FOR PENSACOLA BEACH PUBLIC WORKS
SPECIFICATION NUMBER PD 18-19.085

BIDS WILL BE RECEIVED UNTIL 1:00 PM CDT, June 25, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert D. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice
It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent (7%) of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within three percent (3%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent (2%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent (4%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination

of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. **Lack of Good Faith:**

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.

Escambia County, Florida

Invitation to Bid – Bidder's Checklist
JOHN DEERE GATORS (5) OR APPROVED EQUIVALENT
FOR PENSACOLA BEACH PUBLIC WORKS
Specification PD 18-19.085

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.

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.

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?

HOW TO SUBMIT A "NO BID":
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

JOHN DEERE GATORS (5) OR APPROVED EQUIVALENT
FOR PENSACOLA BEACH PUBLIC WORKS

SPECIFICATION NUMBER 18-19.085

TABLE OF CONTENTS

Forms marked with an asterisk "*" must be returned with the Bid.
Forms marked with a double-asterisk "**" should be returned with the Bid.

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List of General Terms and Conditions (Incorporated by Reference)	8
Special Terms and Conditions	10

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

John Deere Gators (5) or Approved Equivalent for Pensacola Beach Public Works Department

Solicitation Number PD 18-19.085

Solicitation

MAILING DATE: June 6, 2019
PRE-SOLICITATION CONFERENCE: There will be no Pre-Solicitation Conference for this solicitation
OFFERS WILL BE RECEIVED UNTIL: 1:00 PM CDT June 25, 2019 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 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 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: _____

Delivery Date will be 90 **days after receipt of purchase order**

Vendor Name: Smith Tractor Co, Inc
Address: 3834 H-Way 4
City, ST. & Zip: Jay, FL 32565
Phone: (850) 675 4505
Toll Free: (800) 221 4052
Fax: (850) 675 6934

This bid is good for purchasing additional units as needed by the County for up to 3 full months from the date of the Bid Opening. Please see Special Terms & Conditions Section 17 for additional details.

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.

Richard Wyatt
(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's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Please list the year, make and model of the equipment being bid:

2019 John Deere 835M

Base Bid for One (1) Unit $ 14,787.29

Total Bid for Five (5) Units $ 73,936.45

☐ 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)***.

CONTRATOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum # 1 Date 6.11.19 Addendum # _____ Date _____
Addendum # _____ Date _____ Addendum # _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number: 59.0784701

Occupational License Number:

Florida DBPR Contractor's License, Certification, and/or Registration Number:

Type of Contractor's License, Certification, and/or Registration:

Expiration Date:

County Permits/Fees Required for this Project:

Person to Contact Concerning This Bid:
Name: Richard Walther
Phone: 850 910 5504
E-Mail: RWalther@Smithtractor.com

Person to Contact for Emergency Service:
Name: Richard Walther
Phone: 850 910 5504
E-Mail: RWalther@Smithtractor.com

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County
(Print Name of Public Entity)

By Charles Burgess Controller
(Print Individual's Name and Title)

For Smith Tractor Company
(Print Name of Entity Submitting Sworn Statement)

Whose business address is: 3834 Hwy 4

Jay FL 32565

And, if applicable, its Federal Employer Identification Number (FEIN) is: 59-0784701

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 of 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 and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it 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 IDENTIFIED 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 and subscribed before me this 20 day of June
20 19. Personally known ✓ OR produced identification _____
Notary Public: State of Florida

My Commission Expires: June 15, 2021

Cathy P. Dyson
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

CATHY P. DYSON
MY COMMISSION # GG 103067
EXPIRES: June 15, 2021
Bonded Thru Notary Public Underwriters

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

SMITH TRACTOR COMPANY 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 danger 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 pleas 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 One (1) through Five (5).

Check One:

✓ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** fully comply with the above requirements.

Offeror's Signature

6.20.2019

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: 59.078470/

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: Ricky Smith — Secretary: _____
Vice President: Scotty Smith — Treasurer: _____
Director: _____ — Director: _____
Other: _____ — Other: _____

Name of Corporation (As Used in Florida):
Smith Tractor Co, Inc
(Spelled Exactly as it is Registered with the State or Federal Government)

Corporate Address:
Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.

Post Office Box: 427
City, State, Zip: Jay, FL 32565
Street Address: 3834 Hwy 4
City, State, Zip: Jay, FL 32565

Please complete this form on the following page.

Information sheet for Transactions and Conveyances Corporate Identification
(Page 2 of 2)

Federal Employer Identification Number: 59-0784701

Contact Person for the Company: Richard Walther

Contact Email: RWalther@Smithtractor.com **Contact Phone:** 850 910 5504

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.

Name of Individual Who Will Sign the Instrument on Behalf of the Company:
Richard Walther
(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:
Sales Manager

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, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. 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 MyEscambia Web Site 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. Manufacturer's 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: Florida Sunbiz Search
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. 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 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 Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.085, "JOHN DEERE GATORS (5) OR APPROVED EQUIVALENT FOR PENSACOLA BEACH PUBLIC WORKS", Name of Submitting Firm, Date and Time Due.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked 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 action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, 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 to Bid or the Request for Proposal, or Qualification, or Information, or Request 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.

2. Scope of Work

This solicitation is for the purchase of five (5) John Deere Gators (2019 Model XUV835M), or approved equivalent, with the following optional features:

- Yellow steel wheels with Terra Hawk all-terrain tires
- Split bench seat
- Color: Factory standard
- Cargo Box with Spray-In liner, brake, and tail lights
- Manual lift
- OSR nets
- Roof and windshield
- Deere BM26185 Beacon Light
- Deere BM26265 Front Attachment Harness
- Deere BUC10608 Front Turn Signal Light Kit
- Remove Deere 4199 Rear Package
- Remove Deere 4249 Guards
- Remove Deere 6349 Winch

3. Procurement Questions

Questions shall be directed to **Paul Nobles, Purchasing Manager, at PRNobles@myescambia.com**. The last day for questions will be June 19, 2019 at 5:00 PM CDT.

4. Pre-Solicitation Conference

There will be no pre-solicitation conference for this solicitation.

5. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, signed with original signatures in indelible ink, and signed in the proper spaces. Responses on vendor forms will not be accepted.
The Offeror's Checklist included in the Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. F.O.B. Destination

The F.O.B. Destination point shall be 25 Via De Luna Drive, Pensacola Beach, FL 32561 within Escambia County. The prices shall include all costs of packaging, transporting, delivery, and unloading – including inside delivery if requested – to the designated point within Escambia County.

7. Delivery

Delivery is requested with 120 calendar days after receipt of the Purchase Order or release order.

8. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Escambia County Fleet/Road Department
Attention: James Higdon
601 Highway 297A
Cantonment, FL 32533

9. Information and Descriptive Literature

Offerors shall furnish all information requested and in the space provided on the bid form, if any. Furthermore, each offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

10. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

11. Equivalents/Samples

Please note the clause "manufacturers' name and approved equivalents" in general conditions on the cover sheet. In addition to the equivalency requirement, vendors offering equivalent

items shall meet the general design and style given for the "as specified" item.

12. Equipment/Service

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful offeror. At the time of solicitation opening, the offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the bid form.

13. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded vendor prior to acceptance by Escambia County. Space will be provided by the County for on site assembly by the awarded vendor. It will be the responsibility of the awarded vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

14. Manuals

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual	2 copies
Parts manual	2 copies
Repair manual	2 copies

In addition to the above, the equipment shall be delivered with the following documents as applicable:

A. Statement of origin

B. Warranty certifications

C. Copy of pre-delivery service report

15. 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.

16. Award

Award shall be made on an "all-or-none total" basis.

17. 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.

18. Additional Quantities

For a period not exceeding twelve (12) full months from the date of solicitation opening, the right is reserved to purchase any amount of additional items at the prices offered in this Solicitation. If additional quantities are not acceptable, the bid form shall be noted as the offer being good for "zero (0)" months.

19. 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, judgements, 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 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.

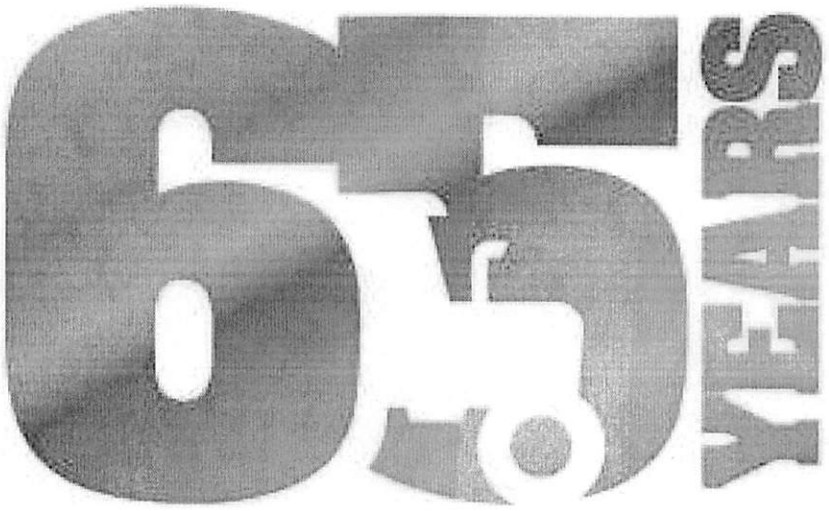
JOHN DEERE

SMITH TRACTOR COMPANY SINCE 1953

Quote Id: 19885873

Prepared For:

Escambia County Purchasing



Prepared By: **Richard Walther**

Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 32565

Tel: 850-675-4505
Fax: 850-675-6934
Email: rwalther@smithtractorco.com

Date: 19 June 2019

Offer Expires: 31 July 2019

JOHN DEERE

SMITH TRACTOR COMPANY SINCE 1953

Quote Id: 19885873

19 June 2019

Escambia County Purchasing
213 Palafox Pl Ste 140
Pensacola, FL 32502

Dear Valued Customer,

Smith Tractor Company considers it a privilege to quote you the following equipment. We hope that you will find your sales person professional and knowledgeable in meeting your equipment needs. Smith Tractor Company is a 65 year old family owned business built on customer service and "Treating customers the way we like to be treated". Thanks again for allowing us to serve you!

Sincerely,

Richard Walther
850-675-4505
Smith Tractor Company, Inc.

JOHN DEERE

SMITH TRACTOR COMPANY SINCE 1953

Quote Summary

Prepared For:

Escambia County Purchasing
213 Palafox Pl Ste 140
Pensacola, FL 32502
Business: 850-595-4960
escambia.invoices@escambiaclerk.com

Prepared By:

Richard Walther
Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 32565
Phone: 850-675-4505
rwalther@smithtractorco.com

Quote Id:	19885873
Created On:	19 June 2019
Last Modified On:	20 June 2019
Expiration Date:	31 July 2019

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE XUV835M (MY19)	$ 17,782.67	$ 14,787.29	X	5	=	$ 73,936.45
Equipment Total						**$ 73,936.45**

Quote Summary	
Equipment Total	$ 73,936.45
SubTotal	$ 73,936.45
Est. Service Agreement Tax	$ 0.00
Total	$ 73,936.45
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 73,936.45**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

SMITH TRACTOR COMPANY SINCE 1953

Quote Id: 19885873 **Customer:** ESCAMBIA COUNTY PURCHASING

JOHN DEERE XUV835M (MY19)

Hours:
Stock Number:

Suggested List
$ 17,782.67
Selling Price
$ 14,787.29

Code	Description	Qty	Unit	Extended
5739M	XUV835M (MY19)	5	$ 15,919.00	$ 79,595.00
	Standard Options - Per Unit			
001A	US/Canada	5	$ 0.00	$ 0.00
0505	Build To Order	5	$ 0.00	$ 0.00
1029	Yellow Steel Wheels Terra Hawk All Terrain Tires	5	$ 0.00	$ 0.00
2030	Split Bench Seat - Yellow	5	$ 0.00	$ 0.00
2500	Green and Yellow	5	$ 0.00	$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	5	$ 0.00	$ 0.00
3100	Manual Lift	5	$ 0.00	$ 0.00
4000	OSR Nets	5	$ 0.00	$ 0.00
4030	Black Roof	5	$ 0.00	$ 0.00
4199	Less Rear Package	5	$ 0.00	$ 0.00
4249	Less Guards	5	$ 0.00	$ 0.00
6349	Less Winch	5	$ 0.00	$ 0.00
	Standard Options Total			**$ 0.00**
	Dealer Attachments			
BUC10574	Abrasion resistant poly full windshield	5	$ 722.26	$ 3,611.30
BM26185	Beacon Light	5	$ 257.87	$ 1,289.35
BM26268	Front Attachment Harness (dash port)	5	$ 129.47	$ 647.35
BUC10608	Front Turn Signal Light Kit	5	$ 83.46	$ 417.30
BM26739	Rear Cab Attachment Harness	5	$ 70.61	$ 353.05
	Dealer Attachments Total			**$ 6,318.35**
	Value Added Services Total			**$ 0.00**
	Other Charges			
	Freight	5	$ 600.00	$ 3,000.00
	Other Charges Total			**$ 3,000.00**
	Suggested Price			**$ 88,913.35**
	Customer Discounts			
	Customer Discounts Total		**$ -2,995.38**	**$ -14,976.90**
Total Selling Price				$ 73,936.45

Public Notice of Recommended Award

Bid Tabulation

Solicitation Number: PD 18-19.085
Solicitation Name: John Deere Gators (5) for Pensacola Beach Public Works

Bid Opening Time: 1:00 PM CDT **Bid Opening Date:** 6/25/2019 **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	One (1) Unit	Five (5) Units
Smith Tractor Company Incorporated	Y	N/A	Y	Y	Y	Y	Y	$14,787.29	$73,936.45
Beard Equipment Company	Y	N/A	Y	Y	Y	N	Y	$14,857.50	$74,287.50
SunSouth LLC	Y	N/A	Y	Y	N	Y	Y	$15,740.00	$78,700.00

Bids Opened By:	Jeff Lovingood, Purchasing Specialist	**Date:**	6/25/2019	**Status: Recommendation to Award**			
Bids Tabulated By:	Jeff Lovingood, Purchasing Specialist	**Date:**	6/25/2019				
Bids Witnessed By:	Kasi Whitaker	**Date:**	6/25/2019	**CAR Date:**	7/2/2019	**BCC Date:**	7/18/2019

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Smith Tractor Company, Inc.

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted:

Form Completed By: **JDL/kmw**

DateAdded	CompanyName	EmailAddress	Subject	EventType
6/10/2019 8:03	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Sarasota Fun Machines Inc	badboyroe95@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Sarasota Fun Machines Inc	badboyroe95@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Baldwin Co Victory Polaris	baldwincovictory@centurytel.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Baldwin Co Victory Polaris	baldwincovictory@centurytel.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	ANTILLEAN RX CENTERS LLC	Bmontgomery02@hotmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	ANTILLEAN RX CENTERS LLC	Bmontgomery02@hotmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Brown Construction of NWF	buz@thebrownconstruction.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Brown Construction of NWF	buz@thebrownconstruction.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Beard Equipment Company	ccole@beardequipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Beard Equipment Company	ccole@beardequipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Chalks Truck Parts	cparnell@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Chalk's Truck Parts	cparnell@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Chalks Truck Parts	cparnell@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Chalk's Truck Parts	cparnell@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Palmetto Ford Truck Sales Inc.	crodgers@palmettotruck.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Palmetto Ford Truck Sales Inc.	crodgers@palmettotruck.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	ANTILLEAN RX CENTERS LLC	daniel@sevengatescorp.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	ANTILLEAN RX CENTERS LLC	daniel@sevengatescorp.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Southern Utility Co.	denny@southernutility.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	southern utility company inc	denny@southernutility.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Southern Utility Co.	denny@southernutility.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	southern utility company inc	denny@southernutility.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	TAYLOR POWER SYSTEMS INC.	DSTEELE@TAYLORPOWER.COM	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	TAYLOR POWER SYSTEMS INC.	DSTEELE@TAYLORPOWER.COM	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	ParaFlex Mobility Systems	duff@etrllc.org	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	ParaFlex Mobility Systems	duff@etrllc.org	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Sarasota Fun Machines Inc	egurry@sarasotafunmachines.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Sarasota Fun Machines Inc	egurry@sarasotafunmachines.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	First Priority Emergency Vehicles	evogl@firstpriorityglobal.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	First Priority Emergency Vehicles	evogl@firstpriorityglobal.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Alan Jay Fleet Sales	gm.fleet@alanjay.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered

DateAdded	CompanyName	EmailAddress	Subject	EventType
6/10/2019 8:03	DeLand Nissan	hpwardwilliams@cfl.rr.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Landers McLarty DCJR	hsteedley@landersmclartydcj.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Landers McLarty DCJR	hsteedley@landersmclartydcj.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Duval Ford	janet.connors@duvalford.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Bozard Ford & Lincoln	jeaston@bozard.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Beard Equipment Co	jecker@beardequipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Beard Equipment Co	jecker@beardequipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Beard Equipment Company	jfrank@beardequipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Beard Equipment Company	jfrank@beardequipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	The Lilly Company	jfreeman@lillyco.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	The Lilly Company	jfreeman@lillyco.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Ontario Investments Inc.	jmarsallojr@ontinv.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Jones Equpment Co. Inc.	jonesequipment@outlook.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Jones Equpment Co. Inc.	jonesequipment@outlook.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	EMi SUPPLY	jwbevans@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	EMi SUPPLY	jwbevans@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	DeLand Nissan	kdye@delandnissan.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	DeLand Nissan	kdye@delandnissan.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Pat's Pump & Blower	kfender@patspump.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Pat's Pump & Blower	kfender@patspump.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	TAYLOR POWER SYSTEMS INC.	lbrown@taylorpower.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	TAYLOR POWER SYSTEMS INC.	lbrown@taylorpower.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Dana Safety Supply	mcowart@danasafetysupply.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Dana Safety Supply	mcowart@danasafetysupply.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Dana Safety Supply	msevigny@1dss.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Dana Safety Supply	msevigny@1dss.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	First Priority Emergency Vehicles	onlinebids@firstprioritygloba l.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	PENSACOLA MOTOR SPORTS	pensacolamotorsports@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	PENSACOLA MOTOR SPORTS	pensacolamotorsports@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Ontario Investments Inc.	rbohannon@ontinv.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Chalks Truck Parts	rdavis@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered

DateAdded	CompanyName	EmailAddress	Subject	EventType
6/10/2019 8:03	Chalk's Truck Parts	rdavis@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Chalks Truck Parts	rdavis@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Chalk's Truck Parts	rdavis@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Duval Ford	richard.tackett@duvalford.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Duval Ford	richard.tackett@duvalford.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Liberty Fire & Emergency Distributors	sales@libertyfiredist.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Liberty Fire & Emergency Distributors	sales@libertyfiredist.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Alan Jay Fleet Sales	scott.wilson@alanjay.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	MULLINAX FORD OF OSCEOLA COUNTY	smizrahi@mullinaxford.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	MULLINAX FORD OF OSCEOLA COUNTY	smizrahi@mullinaxford.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	S&N Auto Locators Inc.	snautolocators@comcast.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	S&N Auto Locators Inc.	snautolocators@comcast.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Stokes Victory Polaris LLC	stokesvictory@bellsouth.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Stokes Victory Polaris LLC	stokesvictory@bellsouth.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Bozard Ford & Lincoln	windrow11@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:03	Bozard Ford & Lincoln	windrow11@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:04	Truck Equipment Sales	larry@truckequipmentsales.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:04	Truck Equipment Sales	larry@truckequipmentsales.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:06	Smith Tractor Co.Inc.	rwalther@smithtractorco.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/10/2019 8:06	Smith Tractor Co.Inc.	rwalther@smithtractorco.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Sarasota Fun Machines Inc	badboyroe95@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Sarasota Fun Machines Inc	badboyroe95@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Baldwin Co Victory Polaris	baldwincovictory@centurytel.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Baldwin Co Victory Polaris	baldwincovictory@centurytel.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	ANTILLEAN RX CENTERS LLC	Bmontgomery02@hotmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	ANTILLEAN RX CENTERS LLC	Bmontgomery02@hotmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Brown Construction of NWF	buz@thebrownconstruction.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Brown Construction of NWF	buz@thebrownconstruction.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Beard Equipment Company	ccole@beardequipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Beard Equipment Company	ccole@beardequipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Chalks Truck Parts	cparnell@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Chalk's Truck Parts	cparnell@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Chalks Truck Parts	cparnell@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered

DateAdded	CompanyName	EmailAddress	Subject	EventType
6/11/2019 10:43	Chalk's Truck Parts	cparnell@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Palmetto Ford Truck Sales Inc.	crodgers@palmettotruck.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Palmetto Ford Truck Sales Inc.	crodgers@palmettotruck.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	ANTILLEAN RX CENTERS LLC	daniel@sevengatescorp.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	ANTILLEAN RX CENTERS LLC	daniel@sevengatescorp.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Southern Utility Co.	denny@southernutility.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	southern utility company inc	denny@southernutility.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Southern Utility Co.	denny@southernutility.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	southern utility company inc	denny@southernutility.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	TAYLOR POWER SYSTEMS INC.	DSTEELE@TAYLORPOWER.COM	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	TAYLOR POWER SYSTEMS INC.	DSTEELE@TAYLORPOWER.COM	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	ParaFlex Mobility Systems	duff@etrllc.org	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	ParaFlex Mobility Systems	duff@etrllc.org	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Sarasota Fun Machines Inc	egurry@sarasotafunmachines.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Sarasota Fun Machines Inc	egurry@sarasotafunmachines.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	First Priority Emergency Vehicles	evogl@firstpriorityglobal.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	First Priority Emergency Vehicles	evogl@firstpriorityglobal.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Alan Jay Fleet Sales	gm.fleet@alanjay.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	DeLand Nissan	hpwardwilliams@cfl.rr.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Landers McLarty DCJR	hsteedley@landersmclartydcj.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Landers McLarty DCJR	hsteedley@landersmclartydcj.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Duval Ford	janet.connors@duvalford.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Bozard Ford & Lincoln	jeaston@bozard.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Beard Equipment Co	jecker@beardequipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Beard Equipment Co	jecker@beardequipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Beard Equipment Company	jfrank@beardequipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Beard Equipment Company	jfrank@beardequipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	The Lilly Company	jfreeman@lillyco.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	The Lilly Company	jfreeman@lillyco.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Ontario Investments Inc.	jmarsallojr@ontinv.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Jones Equpment Co. Inc.	jonesequipment@outlook.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered

DateAdded	CompanyName	EmailAddress	Subject	EventType
6/11/2019 10:43	Jones Equpment Co. Inc.	jonesequipment@outlook.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	EMi SUPPLY	jwbevans@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	EMi SUPPLY	jwbevans@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	DeLand Nissan	kdye@delandnissan.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	DeLand Nissan	kdye@delandnissan.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Pat's Pump & Blower	kfender@patspump.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Pat's Pump & Blower	kfender@patspump.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Truck Equipment Sales	larry@truckequipmentsales.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Truck Equipment Sales	larry@truckequipmentsales.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Sunsouth Foley	lblackmon@sunsouth.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Sunsouth Foley	lblackmon@sunsouth.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	TAYLOR POWER SYSTEMS INC.	lbrown@taylorpower.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	TAYLOR POWER SYSTEMS INC.	lbrown@taylorpower.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	MTD Products	matt.miller@mtdproducts.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	MTD Products	matt.miller@mtdproducts.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Dana Safety Supply	mcowart@danasafetysupply.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Dana Safety Supply	mcowart@danasafetysupply.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Dana Safety Supply	msevigny@1dss.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Dana Safety Supply	msevigny@1dss.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	First Priority Emergency Vehicles	onlinebids@firstpriorityglobal.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	PENSACOLA MOTOR SPORTS	pensacolamotorsports@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	PENSACOLA MOTOR SPORTS	pensacolamotorsports@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Ontario Investments Inc.	rbohannon@ontinv.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Chalks Truck Parts	rdavis@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Chalk's Truck Parts	rdavis@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Chalks Truck Parts	rdavis@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Chalk's Truck Parts	rdavis@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Duval Ford	richard.tackett@duvalford.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Duval Ford	richard.tackett@duvalford.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Smith Tractor Co.Inc.	rwalther@smithtractorco.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Smith Tractor Co.Inc.	rwalther@smithtractorco.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Liberty Fire & Emergency Distributors	sales@libertyfiredist.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Liberty Fire & Emergency Distributors	sales@libertyfiredist.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered

DateAdded	CompanyName	EmailAddress	Subject	EventType
6/11/2019 10:43	Alan Jay Fleet Sales	scott.wilson@alanjay.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	MULLINAX FORD OF OSCEOLA COUNTY	smizrahi@mullinaxford.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	MULLINAX FORD OF OSCEOLA COUNTY	smizrahi@mullinaxford.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	S&N Auto Locators Inc.	snautolocators@comcast.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	S&N Auto Locators Inc.	snautolocators@comcast.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Stokes Victory Polaris LLC	stokesvictory@bellsouth.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Stokes Victory Polaris LLC	stokesvictory@bellsouth.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Bozard Ford & Lincoln	windrow11@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
6/11/2019 10:43	Bozard Ford & Lincoln	windrow11@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Sarasota Fun Machines Inc	badboyroe95@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Sarasota Fun Machines Inc	badboyroe95@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Baldwin Co Victory Polaris	baldwincovictory@centurytel.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Baldwin Co Victory Polaris	baldwincovictory@centurytel.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	ANTILLEAN RX CENTERS LLC	Bmontgomery02@hotmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	ANTILLEAN RX CENTERS LLC	Bmontgomery02@hotmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Brown Construction of NWF	buz@thebrownconstruction.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Brown Construction of NWF	buz@thebrownconstruction.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Beard Equipment Company	ccole@beardequipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Beard Equipment Company	ccole@beardequipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Chalks Truck Parts	cparnell@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Chalk's Truck Parts	cparnell@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Chalks Truck Parts	cparnell@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Chalk's Truck Parts	cparnell@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Palmetto Ford Truck Sales Inc.	crodgers@palmettotruck.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Palmetto Ford Truck Sales Inc.	crodgers@palmettotruck.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	ANTILLEAN RX CENTERS LLC	daniel@sevengatescorp.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	ANTILLEAN RX CENTERS LLC	daniel@sevengatescorp.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	SunSouth LLC	dcushman@sunsouth.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	SunSouth LLC	dcushman@sunsouth.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Southern Utility Co.	denny@southernutility.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	southern utility company inc	denny@southernutility.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Southern Utility Co.	denny@southernutility.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	southern utility company inc	denny@southernutility.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered

DateAdded	CompanyName	EmailAddress	Subject	EventType
7/2/2019 8:51	TAYLOR POWER SYSTEMS INC.	DSTEELE@TAYLORPOWER.COM	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	TAYLOR POWER SYSTEMS INC.	DSTEELE@TAYLORPOWER.COM	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	ParaFlex Mobility Systems	duff@etrllc.org	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	ParaFlex Mobility Systems	duff@etrllc.org	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Sarasota Fun Machines Inc	egurry@sarasotafunmachines.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Sarasota Fun Machines Inc	egurry@sarasotafunmachines.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	First Priority Emergency Vehicles	evogl@firstpriorityglobal.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	First Priority Emergency Vehicles	evogl@firstpriorityglobal.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Alan Jay Fleet Sales	gm.fleet@alanjay.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	DeLand Nissan	hpwardwilliams@cfl.rr.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Landers McLarty DCJR	hsteedley@landersmclartydcj.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Landers McLarty DCJR	hsteedley@landersmclartydcj.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Duval Ford	janet.connors@duvalford.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Bozard Ford & Lincoln	jeaston@bozard.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Beard Equipment Co	jecker@beardequipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Beard Equipment Co	jecker@beardequipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Beard Equipment Company	jfrank@beardequipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Beard Equipment Company	jfrank@beardequipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	The Lilly Company	jfreeman@lillyco.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	The Lilly Company	jfreeman@lillyco.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Ontario Investments Inc.	jmarsallojr@ontinv.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Jones Equpment Co. Inc.	jonesequipment@outlook.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Jones Equpment Co. Inc.	jonesequipment@outlook.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	EMi SUPPLY	jwbevans@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	EMi SUPPLY	jwbevans@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	DeLand Nissan	kdye@delandnissan.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	DeLand Nissan	kdye@delandnissan.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Pat's Pump & Blower	kfender@patspump.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Pat's Pump & Blower	kfender@patspump.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Truck Equipment Sales	larry@truckequipmentsales.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Truck Equipment Sales	larry@truckequipmentsales.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered

DateAdded	CompanyName	EmailAddress	Subject	EventType
7/2/2019 8:51	Sunsouth Foley	lblackmon@sunsouth.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Sunsouth Foley	lblackmon@sunsouth.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	TAYLOR POWER SYSTEMS INC.	lbrown@taylorpower.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	MTD Products	matt.miller@mtdproducts.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	MTD Products	matt.miller@mtdproducts.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Dana Safety Supply	mcowart@danasafetysupply.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Dana Safety Supply	mcowart@danasafetysupply.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Dana Safety Supply	msevigny@1dss.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Dana Safety Supply	msevigny@1dss.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	First Priority Emergency Vehicles	onlinebids@firstpriorityglobal.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	PENSACOLA MOTOR SPORTS	pensacolamotorsports@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	PENSACOLA MOTOR SPORTS	pensacolamotorsports@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Ontario Investments Inc.	rbohannon@ontinv.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Chalks Truck Parts	rdavis@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Chalk's Truck Parts	rdavis@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Chalks Truck Parts	rdavis@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Chalk's Truck Parts	rdavis@chalks.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Duval Ford	richard.tackett@duvalford.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Duval Ford	richard.tackett@duvalford.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Smith Tractor Co.Inc.	rwalther@smithtractorco.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Smith Tractor Co.Inc.	rwalther@smithtractorco.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Liberty Fire & Emergency Distributors	sales@libertyfiredist.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Liberty Fire & Emergency Distributors	sales@libertyfiredist.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	RIDGE EQUIPMENT CO. INC.	sbradley@ridge-equipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	RIDGE EQUIPMENT CO. INC.	sbradley@ridge-equipment.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Alan Jay Fleet Sales	scott.wilson@alanjay.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	MULLINAX FORD OF OSCEOLA COUNTY	smizrahi@mullinaxford.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	MULLINAX FORD OF OSCEOLA COUNTY	smizrahi@mullinaxford.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	S&N Auto Locators Inc.	snautolocators@comcast.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	S&N Auto Locators Inc.	snautolocators@comcast.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Stokes Victory Polaris LLC	stokesvictory@bellsouth.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Stokes Victory Polaris LLC	stokesvictory@bellsouth.net	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Dana Safety Supply	swells@danasafetysupply.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered

DateAdded	CompanyName	EmailAddress	Subject	EventType
7/2/2019 8:51	Dana Safety Supply	swells@danasafetysupply.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	SunSouth LLC	tblackmon@sunsouth.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	SunSouth LLC	tblackmon@sunsouth.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Bozard Ford & Lincoln	windrow11@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered
7/2/2019 8:51	Bozard Ford & Lincoln	windrow11@gmail.com	Escambia County - PD 18-19.085 John Deere Gators (5) or A	delivered

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
6/17/2019 19:50	addedpowerpressurewashingservice	Ronald	Jr	addedpowerpressure@gmail.com	Viewed	None
6/17/2019 19:50	addedpowerpressurewashingservice	Ronald	Jr	addedpowerpressure@gmail.com	Downloaded	None
6/17/2019 10:02	Beard Equipment Company	Chad	Cole	ccole@beardequipment.com	Viewed	None
6/17/2019 10:02	Beard Equipment Company	John	Frank	jfrank@beardequipment.com	Viewed	None
6/17/2019 10:02	Beard Equipment Company	Chad	Cole	ccole@beardequipment.com	Downloaded	None
6/17/2019 10:02	Beard Equipment Company	John	Frank	jfrank@beardequipment.com	Downloaded	None
6/19/2019 10:39	Brian Dawson	Brian	Dawson	bpdaws@gmail.com	Viewed	None
6/25/2019 10:03	Coastal Machinery Co.	Chris	Dixon	chris@coastalmachinery.com	Viewed	None
6/25/2019 10:03	Coastal Machinery Co.	Timothy	Dickens	tim@coastalmachinery.com	Viewed	None
6/25/2019 10:03	Coastal Machinery Co.	Chris	Dixon	chris@coastalmachinery.com	Downloaded	None
6/25/2019 10:03	Coastal Machinery Co.	Timothy	Dickens	tim@coastalmachinery.com	Downloaded	None
6/11/2019 5:24	Construction Journal	Nancy	Rogers	bids@thecj.com	Viewed	None
6/11/2019 5:24	Construction Journal	Pamela	Exton	bids@thecj.com	Viewed	None
6/11/2019 16:53	DeLand Nissan	Howard	Williams	howardwilliams@cfl.rr.com	Viewed	None
6/11/2019 16:53	DeLand Nissan	Kurt	Dye	kdye@delandnissan.com	Viewed	None
6/11/2019 16:56	DeLand Nissan	Howard	Williams	howardwilliams@cfl.rr.com	Downloaded	None
6/11/2019 16:56	DeLand Nissan	Kurt	Dye	kdye@delandnissan.com	Downloaded	None
6/17/2019 6:25	DH and Company	Dara	Harsh	daraharsh@gmail.com	Downloaded	None
6/18/2019 23:36	DH and Company	Dara	Harsh	daraharsh@gmail.com	Viewed	None
7/2/2019 8:07	Dodge Data & Analytics	Swamy	Kalyan	s.kalyanaraman@construction.com	Viewed	VOSB (Veteran Owned Small Business)
6/15/2019 17:18	Florida Bid Reporting	Kila	Rus	kila@floridabid.com	Viewed	None
6/10/2019 23:05	IMS	Dodge	8	dodge8@imsinfo.com	Viewed	None
6/10/2019 23:05	IMS	Dodge	8	dodge8@imsinfo.com	Downloaded	None
7/2/2019 8:56	MTD Products	Matthew	Miller	matt.miller@mtdproducts.com	Viewed	None
7/2/2019 9:00	MTD Products	Matthew	Miller	matt.miller@mtdproducts.com	Downloaded	None
6/18/2019 6:59	North America Procurement Council Inc. PBC	Eric	Johnson	sourcemanagement@napc.me	Viewed	None
6/18/2019 7:12	North America Procurement Council Inc. PBC	Eric	Johnson	sourcemanagement@napc.me	Downloaded	None
6/11/2019 2:31	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Downloaded	Minority Owned
6/24/2019 20:15	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owned
6/21/2019 18:46	onvia	source	management	sourcemanagement2@onvia.com	Downloaded	None
6/21/2019 18:46	onvia	Source	Team	sourcemanagement2@onvia.com	Downloaded	None
6/24/2019 16:48	onvia	source	management	sourcemanagement2@onvia.com	Viewed	None
6/24/2019 16:48	onvia	Source	Team	sourcemanagement2@onvia.com	Viewed	None
6/11/2019 10:52	Panhandle Grading & Paving Inc	Josh	Hamner	josh@panhandlegradingandpaving.com	Viewed	None
6/11/2019 10:52	Panhandle Grading & Paving Inc	Josh	Hamner	josh@panhandlegradingandpaving.com	Downloaded	None
7/2/2019 9:05	RIDGE EQUIPMENT CO. INC.	Scott	Bradley	sbradley@ridge-equipment.com	Viewed	None
7/2/2019 9:10	RIDGE EQUIPMENT CO. INC.	Scott	Bradley	sbradley@ridge-equipment.com	Downloaded	None
7/2/2019 9:04	Sarasota Fun Machines Inc	Ed	Gurry	egurry@sarasotafunmachines.com	Viewed	None
7/2/2019 9:04	Sarasota Fun Machines Inc	Jeff	Roe	badboyroe95@gmail.com	Viewed	None
7/2/2019 9:05	Sarasota Fun Machines Inc	Ed	Gurry	egurry@sarasotafunmachines.com	Downloaded	None
7/2/2019 9:05	Sarasota Fun Machines Inc	Jeff	Roe	badboyroe95@gmail.com	Downloaded	None

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
6/28/2019 9:24	Smith Tractor Co.Inc.	Richard	Walther	rwalther@smithtractorco.com	Viewed	None
6/28/2019 9:25	Smith Tractor Co.Inc.	Richard	Walther	rwalther@smithtractorco.com	Downloaded	None
6/13/2019 10:26	SunSouth LLC	Daniel	Cushman	dcushman@sunsouth.com	Viewed	None
6/13/2019 10:26	SunSouth LLC	Tripp	Blackmon	tblackmon@sunsouth.com	Viewed	None
6/13/2019 10:38	SunSouth LLC	Daniel	Cushman	dcushman@sunsouth.com	Downloaded	None
6/13/2019 10:38	SunSouth LLC	Tripp	Blackmon	tblackmon@sunsouth.com	Downloaded	None

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16544 **County Administrator's Report 9. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Renewal Award for PD 17-18.055 Renewal of Temporary Labor Services
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Renewal Award for PD 17-18.055, Renewal of Temporary Labor Services - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the first of two one-year renewals for an Indefinite Quantity, Indefinite Delivery Contract for Temporary Labor Services for the Escambia County Board of County Commissioners, per the terms and conditions of PD 17-18.055, to Blue Arbor, Inc., and JJW Services, Inc. d/b/a Accustaff, Inc. The renewal is for the projected Fiscal Year 2019-2020, to commence on August 17, 2019, and end on August 17, 2020.

A. Lot 1 - General Temporary Labor Services (Countywide) - Blue Arbor, Inc. - effective upon award and execution of the Agreement;

B. Lot 2 - Temporary Labor Services for the Bob Sikes Toll Collection - JJW Services, Inc. D/B/A Accustaff, Inc. - effective August 17, 2019; and

C. Lot 3 - Escambia County Youth Employment - Blue Arbor, Inc. - effective at the beginning of the 2019-2020 Fiscal Year Budget.

For a period of 12 months, the Funding for Lots 1, 2, and 3 are as follows:

[Funding:

LOT 1:
Building Inspections - Fund Code 406, Building Inspection Fund; Cost Center 250111, Building Inspections Admin; Object Code 53401, Other

Contractual Services; $55,200.00
Community Affairs - Fund Code 352, LOST III; Cost Center 320201, Comm Svcs Administration; Object Code 53401, Other Contractual Services; $65,280.00
Community & Environment - Fund Code 129, CDBG Entitlement Funds; Cost Center 370234, 2019 CDBG Admin; Object Code 53401, Other Contractual Services; $15,500.00
County Attorney - Fund Code 001, General Fund; Cost Center 110601, County Atty Admin; Object Code 53401, Other Contractual Services; $10,000.00
Facilities Management - Fund Code 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services; $140,925.00
Library Services - Fund Code 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services; $490,926.00
Public Safety - Fund Code 408, Emergency Medical Services; Cost Center 330603, EMS Billing Ops; Object Code 53401, Other Contractual Services; $25,077.76
Engineering Construction Management - Fund Code 352, LOST lll; Cost Center 210107, Construction Management; Object Code 56301, Other Contractual Services; $100,000.00
Engineering Construction Management - Fund Code 353, LOST lV; Cost Center 210106, Construction Management; Object Code 56301, Other Contractual Services; $200,000.00
Engineering Construction Management - Fund Code 175, Transportation Trust Fund; Cost Center 211602, Construction Management; Object Code 53401, Other Contractual Services; $5,000.00
Engineering Construction Management - Fund Code 175, Transportation Trust Fund; Cost Center 211101, Construction Management; Object Code 53401, Other Contractual Services; $500.00
Engineering Transportation and Traffic - Fund Code 175, Transportation Trust Fund; Cost Center 211201, Transportation and Traffic; Object Code 53401, Other Contractual Services; $50,000.00
Parks & Recreation - Fund Code 353, LOST IV; Cost Center 350221; Object Code 53401, Other Contractual Services;
Development Services - Fund Code 116, Development Review; Cost Center 240302, Planning Development Rev; Object Code 53401, Other Contractual Services; $60,000.00
Natural Resources - Fund Code 001, General Fund; Cost Center 221001 Land Management Section; Object Code 53401, Other Contractual Services; $14,700.00
Fund Code 117, PK Beach Mouse Fund, Cost Center 220335, Object Code 53401, Other Contractual Services, Perdido Key Beach Mouse, Object Code 53401, Other Contractual Services; $25,000.00
Fund Code 110, Other Grants & Projects; Cost Center 221011, Urban & Community Forestry; Object Code 53401, Other Contractual Services; $15,000.00
Fund Code 108, Tourist Promotion; Cost Center 220805, 4th Cent Marine Recreation; Object Code 53401, Other Contractual Services; $8,000.00

Fund Code 101, Escambia County Restricted Fund; Cost Center 221018, Natural Pollutant Discharge System; Object Code 53401, Other Contractual Services; $14,700.00
Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230301, Waste Services Admin; Object Code 53401, Other Contractual Services; $20,000.00
Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230304, Environmental Quality; Object Code 53401, Other Contractual Services; $8,000.00
Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services; $47,000.00
Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services; $47,000.00
Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services; $124,000.00
Santa Rosa Island - Fund Code 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 53401, Other Contractual Services; $250,000.00
Board of County Commissioners - Fund Code 001, General Fund; Cost Center 110101, Board of County Commissioners; Object Code 53401, Other Contractual Services; $90,000.00
County Administrator - Fund Code 001, General Fund; Cost Center 110302, County Administrator's Office; Object Code 53401, Other Contractual Services; $18,000.00

Lot 2:
Fund Number 167, Bob Sikes Toll; Cost Center 140301; Object Code 53401, Other Contractual Services; $275,000.00

Lot 3:
Fund Number 001, General Fund; Cost Center 53000; Object Code 53401, Other Contractual Services; $300,150.00]

BACKGROUND:

The Temporary Labor Services for Escambia County Board of County Commissioners agreement is a means for County departments to obtain temporary staffing when needed for assignments and special projects, as well as provide coverage as-needed during extended absences, unexpected vacancies, and increased workloads following natural disasters.

This multi-award solicitation covers three specific areas for the County:

- Lot 1 - General temporary labor across all County departments.
- Lot 2 - Staffing for the toll collection facility at the Bob Sykes Toll Plaza.
- Lot 3 - Staffing for the Escambia County Youth Employment Program.

BUDGETARY IMPACT:

Funding:

LOT 1:

Building Inspections - Fund Code 406, Building Inspection Fund; Cost Center 250111, Building Inspections Admin; Object Code 53401, Other Contractual Services; $55,200.00

Community Affairs - Fund Code 352, LOST III; Cost Center 320201, Comm Svcs Administration; Object Code 53401, Other Contractual Services; $65,280.00

Community & Environment - Fund Code 129, CDBG Entitlement Funds; Cost Center 370234, 2019 CDBG Admin; Object Code 53401, Other Contractual Services; $15,500.00

County Attorney - Fund Code 001, General Fund; Cost Center 110601, County Atty Admin; Object Code 53401, Other Contractual Services; $10,000.00

Facilities Management - Fund Code 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services; $140,925.00

Library Services - Fund Code 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services; $490,926.00

Public Safety - Fund Code 408, Emergency Medical Services; Cost Center 330603, EMS Billing Ops; Object Code 53401, Other Contractual Services; $25,077.76

Engineering Construction Management - Fund Code 352, LOST lll; Cost Center 210107, Construction Management; Object Code 56301, Other Contractual Services; $100,000.00

Engineering Construction Management - Fund Code 353, LOST lV; Cost Center 210106, Construction Management; Object Code 56301, Other Contractual Services; $200,000.00

Engineering Construction Management - Fund Code 175, Transportation Trust Fund; Cost Center 211602, Construction Management; Object Code 53401, Other Contractual Services; $5,000.00

Engineering Construction Management - Fund Code 175, Transportation Trust Fund; Cost Center 211101, Construction Management; Object Code 53401, Other Contractual Services; $500.00

Engineering Transportation and Traffic - Fund Code 175, Transportation Trust Fund; Cost Center 211201, Transportation and Traffic; Object Code 53401, Other Contractual Services; $50,000.00

Parks & Recreation - Fund Code 353, LOST IV; Cost Center 350221; Object Code 53401, Other Contractual Services;

Development Services - Fund Code 116, Development Review; Cost Center 240302, Planning Development Rev; Object Code 53401, Other Contractual Services; $60,000.00

Natural Resources - Fund Code 001, General Fund; Cost Center 221001 Land

Management Section; Object Code 53401, Other Contractual Services; $14,700.00
Fund Code 117, PK Beach Mouse Fund, Cost Center 220335, Object Code 53401, Other Contractual Services, Perdido Key Beach Mouse, Object Code 53401, Other Contractual Services; $25,000.00
Fund Code 110, Other Grants & Projects; Cost Center 221011, Urban & Community Forestry; Object Code 53401, Other Contractual Services; $15,000.00
Fund Code 108, Tourist Promotion; Cost Center 220805, 4th Cent Marine Recreation; Object Code 53401, Other Contractual Services; $8,000.00
Fund Code 101, Escambia County Restricted Fund; Cost Center 221018, Natural Pollutant Discharge System; Object Code 53401, Other Contractual Services; $14,700.00
Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230301, Waste Services Admin; Object Code 53401, Other Contractual Services; $20,000.00
Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230304, Environmental Quality; Object Code 53401, Other Contractual Services; $8,000.00
Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services; $47,000.00
Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services; $47,000.00
Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services; $124,000.00
Santa Rosa Island - Fund Code 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 53401, Other Contractual Services; $250,000.00
Board of County Commissioners - Fund Code 001, General Fund; Cost Center 110101, Board of County Commissioners; Object Code 53401, Other Contractual Services; $90,000.00
County Administrator - Fund Code 001, General Fund; Cost Center 110302, County Administrator's Office; Object Code 53401, Other Contractual Services; $18,000.00

Lot 2:
Fund Number 167, Bob Sikes Toll; Cost Center 140301; Object Code 53401, Other Contractual Services; $275,000.00

Lot 3:
Fund Number 001, General Fund; Cost Center 53000; Object Code 53401, Other Contractual Services $300,150.00

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 Count, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Orders.
The Human Resources Department will be the Contract Administrator for Lot 1.
David Forte will be the Contract Administrator for Lot 2.
Carla Jones will be the Contract Administrator for Lot 3.

Attachments

Original Agreement - Blue Arbor
Original Agreement - Accustaff
Original Recommendation to the Board
Original Board Award

AGREEMENT FOR TEMPORARY LABOR SERVICES (PD 17-18.055)

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 Blue Arbor, Inc., a foreign for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 56-1308931, whose principal address is 5413 Morton Road, New Bern, NC 28562.

WITNESSETH:

WHEREAS, on May 21, 2018, the County issued an Invitation to Bidders (PD 17-18.055) seeking a contractor to provide temporary labor services for all departments of Escambia County (Lot 1), toll collector personnel for the Bob Sikes Bridge Toll Plaza (Lot 2), and personnel for the Escambia County Youth Employment Program (Lot 3); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services for Lot 1 and Lot 3; 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 contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for a term of one (1) year. Upon mutual agreement of the parties, this Agreement may be renewed for two additional twelve (12) month terms. The total duration of this Agreement, including the exercise of all options to renew/extend, shall not exceed the duration of three (3) years.

3. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services set forth in Escambia County's *Invitation to Bidders for Temporary Labor Services for Escambia County Board of County Commissioners, Specification No. P.D. 17-18.055*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in accordance with the Fee Schedule, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall order services from the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The required services shall be described in detail and the applicable timeframe in which the services are required will be stated in the work order. No minimum quantity of work is guaranteed during the term of this Agreement, and only those services requested pursuant to a work order will be compensated.

6. Method of Payment/Billing. Contractor will request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services performed with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place, Suite 140
Pensacola, FL 32502

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

7. Termination. The County retains the right to immediately terminate this Agreement for cause, and the County may terminate the Agreement for convenience upon providing thirty (30) days written notice to Contractor. The Contractor may terminate this Agreement for cause upon providing thirty (30) days written notice to the County. In the event of termination by either party, the Contractor shall be paid for amounts due and owing for services rendered through the date of termination.

8. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor, its employees or agents, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the Contractor's duties hereunder. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to Escambia County's indemnification right under 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. During the term of this Agreement, Contractor shall procure and maintain, at its sole expense, the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
(c) Employment Practices Liability with $1,000,000 per occurrence minimum limit.
(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.
(e) Fidelity Bond with $1,000,000 per occurrence coverage limit.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

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. Escambia County shall also be the certificate holders.

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: Blue Arbor, Inc.
Attention: Lucine Moffett
5413 Morton Road
New Bern, NC 28562

To: Escambia County
Attention: County Administrator
221 Palafox Place
Pensacola, Florida 32502

With copy to:
PO Box 12780
New Bern, NC 28561

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 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. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

14. 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.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

18. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness

Witness

By: _____
Jack R. Brown, County Administrator

Date: 8/17/18

BCC Approved: ~~July~~ August 2, 2018

CONTRACTOR: BLUE ARBOR, INC.

~~Corporate Secretary~~ Witness

[SEAL]

Witness

By: _____
Lucine Moffett, President

Date: 8/7/18

Approved as to form and legal sufficiency.

By/Title: _____
Date: 7/25/18

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

TEMPORARY LABOR SERVICES FOR THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIFICATION NUMBER PD 17-18.055

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, JUNE 12, 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 **11:00 AM CDT, May 31, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

IMPORTANT NOTICE

THE BID FORM FOR THIS SOLICITATION IS NOW LOCATED ON THE ATTACHED EXCEL SPREADSHEET:
"*PD 17-18.055 BID FORM*"

BIDDERS ARE REQUIRED TO COMPLETE THE BID FORM ON THE SPREADSHEET AND PRINT IT FOR SIGNATURE.

THE PRINTED BID FORM MUST BE SUBMITTED WITH AN ORIGINAL SIGNATURE OR THE BID WILL NOT BE ACCEPTED.

THE EXCEL SPREADSHEET MUST BE COMPLETED AND SUBMITTED VIA ELECTRONIC FORMAT (CD OR FLASH DRIVE)

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the County shall affix his signature hereto, and this shall then constitute a written Agreement between parties. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose Any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities

The following General Terms and Conditions are incorporated by reference (Continued)

19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submits a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.055, "Temporary Labor Services for the Escambia County Board of County Commissioners", Name of Submitting Firm, Date and Time Due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. **Definitions**

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Scope of Work**

CONTRACT EFFECTIVE: Upon Award with implementation no later than July 1, 2018.

The purpose of this Invitation to Bid is to solicit sealed bids for a fixed-price contract to furnish, as required, for the Escambia County Board of County Commissioners (BCC), herein noticed as "County":

- **Lot 1** – Provide temporary labor services throughout Escambia County, FL
- **Lot 2** – Provide full- and part-time personnel for toll collector positions for the Bob Sikes Toll Plaza, located in Pensacola Beach, FL.
- **Lot 3** – Provide personnel services for the Escambia County Youth Employment Program (ECYEP) (Lot 3 will be activated beginning in fiscal year 2018-2019)

Vendor shall provide the County the services of the Vendor's employees, hereinafter referred to as "Assigned Employees."

Vendor shall assume responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Assigned Employees with respect to compensation that Vendor has agreed to pay.

Vendor shall certify I-9 forms and verify eligibility to work through the E-verify program for all employees assigned to the County.

The Vendor shall offer to all eligible Assigned Employees who perform work for the County, health care coverage that meets the minimum requirement of the Patient Protection and Affordable Care Act and implementing regulations (collectively the "ACA"), including the market reform provisions, the minimum value requirements, and the affordability requirements of the ACA.

The Vendor will be deemed the common-law employer (within the meaning of 26 C.F.R. §31.3401© -(1)) of Contractor Assigned Employees.

Regardless of the foregoing, the parties nevertheless intend to satisfy the requirements of 29 C.F.R. §54.4980H – (4)(b)(2), under which an offer of group health plan coverage made by a temporary staffing firm is treated as an offer of coverage by an unrelated entity for purposes of Internal Revenue Code §4980H, provided that certain criteria are satisfied.

The Vendor shall charge the County a fee related to the Affordable Care Act (ACA), and will be billed per hour worked for each Assigned Employee. The Billable Rate Factor shown on the Bid Form should include any fees associated with compliance with all healthcare and ACA regulations in effect at the time of bid. On the primary Bid Form and in Vendor invoices, please show this fee as a separate line item so it can be acknowledged within the resulting agreement and invoice payments.

The Vendor shall perform necessary background checks and drug screenings on all Assigned Employees. At the County's request, the Vendor shall provide copies of any Assigned Employee's background check, which shall remain confidential.

Assignments will have a Not-to-Exceed (NTE) date determined based on the needs of the position. These assignments can be extended at one or two year intervals with the approval of the Human Resources Department. Assignments will not be made that will have a NTE date past the NTE date of the contract.

The Human Resources Department of the Board of County Commissioners will be the initial contact between the Agency, the County Division and the County's jobsite Supervisor.

The number and type of positions under this contract will vary from time-to-time. The minimum and maximum number of positions will vary based on the needs of the County. The positions that could require staffing at the initial stage of this period are listed in Exhibit "A". The County's 2017/2018 Pay Schedule (Exhibit "B") is to be used as a guideline and rates of pay may be higher or lower. The request for a temporary worker shall include the length of the assignment, the pay rate, the workers' compensation code, the job description, exempt/non-exempt status and details of the work assignment. The request form (Exhibit "F") will include the Worker's Compensation Classification however; the Agency will be

responsible for verifying the accuracy of the Worker's Compensation Code prior to filling the order. Worker's Compensation Codes and Job Titles may be found in Exhibit "C". Job descriptions for positions listed in Exhibit "C" may be found on the County's website, www.myescambia.com. Should the County need a position that is not covered in this solicitation the billable rate will be determined by negotiations coordinated by the Human Resources Department with the Agency.

Escambia County will not be required to retain an Assigned Employee for a minimum amount of time. The County is not responsible for any benefits of Assigned Employees. The Agency shall complete the Agency Disclaimer (Exhibit "D") and return with Bid submittal.

A. The Vendor

The Vendor shall be required to adhere to the Drug Free Workplace Statement included in this solicitation. It will be required that the Vendor will complete the following for each Assigned Employee who will be assigned to the County:

1. **REQUIRED excluding ECYEP – (Cost associated with this section may <u>not</u> be billed to the County and these costs shall be incorporated in the billable rate factor.)**

   a) A minimum of a five-panel drug test (Drug test to be performed upon offer of assignment to the County – exception would be for any Assigned Employee transferring as a result of the award of this contract.)

   b) A criminal background check for the previous two-year period and any activity found is to be discussed with the County's supervisor. An Assigned Employee may be placed at the County subject to the results of the criminal background check.

   c) Minimum of two employment reference checks.

   d) Sexual Predator background check.

   The Agency may be required to conduct additional tests and background checks based on position requirements.

2. **ADDITIONAL - (At County's Request – <u>may be billed back to the County at cost</u>)**

   a) Education check, as required.

   b) Credit Check, if applicable. (For positions that handle money)

   c) A Division of Motor Vehicles background check, if applicable.

   d) DOT 5-panel drug test, as required.

All costs associated with additional tests, background checks (items (b)1-4) or any other required information verification performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County. A copy of Agency's invoice associated with the tests or background checks will be required to be submitted with the Agency's invoice to the County.

3. Assigned Employees required to travel from Division to Division, to perform assigned work, may receive mileage reimbursement (with proper and approved documentation) at the current County rate.

4. Assigned Employees assigned to the County and will be handling money, shall be bonded prior to their assignment to the County. ECYEP Assigned Employees shall not be handling money and are therefore excluded from this requirement.

   For employees handling money, the Agency shall procure, at its own expense, bonds (or other security) and insurance acceptable to County as described herein and shall maintain such bonds (or other security and insurance in full force and effect throughout the Term in the manner specified herein. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida. Failure to maintain the requisite bonds or insurance in place through the Term hereof shall be an Event of Default by Agency hereunder.

5. The Agency will maintain a local office within Escambia or Santa Rosa Counties and provide a dedicated Site Supervisor for all Assigned Employees assigned to this contract. The responsibilities of the Agency's Site Supervisor will include, but not be limited to, monthly meetings with Assigned Employees which include (excluding ECYEP Assigned Employees), safety training, orientation and/or training of the rules, regulations, and practices of the Agency and any other employee issues and concerns. The Agency's Site Supervisor will (excluding ECYEP Assigned Employees) discipline, counsel, evaluate performance, and terminate (when deemed necessary) the Assigned Employees. The Agency's Site Supervisor will work a minimum of twenty (20) hours a week, and be available to address Assigned Employee's concerns, questions, etc. each week. If the County should have a serious issue with the Agency's Assigned Employee, the Agency's Site Supervisor or other member of the Agency's management team must be able to visit the work site within 45 minutes of the request. Other site visits will be required when requested. The Agency's Site Supervisor will submit a quarterly report outlining their activities to Escambia County Human Resources including a current roster of those assigned to the County. The Agency will have provisions for someone in management/supervision to be available, if for any reason the Agency's Site Supervisor is unavailable. The time sheets will be electronically transmitted by the County's divisions on a weekly basis. The paychecks/stubs shall be delivered to each job site, on a weekly basis, by the Agency's Site Supervisor. The County will not provide compensation for the Agency's Site Supervisors' expenses.

The Agency's Site Supervisor will not be required to work on-site at County offices, nor will they be provided an office by the County.

6. All work will be subject to acceptance by the County, which will evaluate the Contractor's work for compliance with the Contract. The County's Contract Manager, or designee, will provide verbal and written communications to the Contractor referencing any and all problems or deficiencies with items of work as necessary. The Contractor will have a maximum of three (3) working days to correct identified problems. Unforeseen circumstances beyond the control of the Contractor, which delay compliance, will be considered at the discretion of the County.

7. All Assigned Employees shall abide by the safety guidelines in the County's Safety Policy Manual which may be found at www.myescambia.com under Risk Management.

8. The Agency shall provide any Personal Protective Equipment (PPE) and safety training required for the position. **All costs associated with Personal Protective Equipment shall be incorporated in the billable rate factor.**

9. All Assigned Employees shall be qualified for the position to which they are assigned, shall maintain high standards of personal grooming, and shall dress appropriately for the job.

10. The Vendor will ensure that no Assigned Employee is assigned to work at a County location where a relative of the employee is assigned. This requirement applies to all relatives of the Assigned Employees, either employed by the County or Vendor.

11. The Vendor will be responsible for all matters pertaining to the employment, benefits, compensation, discipline, and discharge of personnel provided by the Vendor. The Vendor will be an independent contractor of the County in performance of its duties herein. The Vendor's personnel performing services under the Contract will at all times be under the Vendor's direction and control and will be employees of the Vendor and not employees of Escambia County. The Vendor will pay all wages, salaries and other amounts due it's employees in connection with the Contract and will be responsible for all reports and obligations regarding such employees, including but not limited to Social Security Tax, Income Tax Withholding, Unemployment Compensation, Worker's Compensation, employee benefits and similar matters.

12. The Vendor's employees will follow the directions and instructions of the County's designated representative and will be subordinate to these individuals while on duty at the toll facility.

The County will provide the Vendor written documentation on employee

performance problems. The Vendor will be responsible for initiating corrective and progressive disciplinary action to the contracted employee. The Vendor will provide the County with written notification of action initiated.

13. Escambia County reserves the right to require the immediate removal, from the project, of any Vendor employee whom the County identifies as a potential threat to the health, safety, security or general well-being of the County customers, employees, agents or assets or whom the County determines does not meet the minimum performance requirements of the work. If such removal request of an employee occurs during the employee's regular shift, the Vendor, if directed by the County, will provide a replacement as soon as possible, but within two (2) hours.

    The County requests an employee's removal from this project, not their termination. Under no circumstances will the Vendor or its representatives inform the contracted employee that they are being terminated at the request of the County or any representative of the County. The Vendor will take full responsibility for termination of a contracted employee.

14. The Vendor will maintain employee shift reports and time records for review by the County. Employees will be required to record their shift starting and ending times and all rest or meal breaks Vendor provided prescribed forms or by use of an electronic timekeeping device.

15. If the Agency's employee is in an automobile accident, doing County business, the Agency will be responsible for the post-accident drug test at no additional cost to the County.

16. The Agency will be required to supply personnel that shall perform all required functions in a satisfactory manner. The County shall be the sole judge of satisfactory performance. The County may decline to accept any person provided by the Agency as soon as the County determines the person is not performing in a satisfactory manner. The County will be obligated to pay the agency for services rendered only until the time the Agency is notified that the performance is unsatisfactory. The Agency shall not be eligible to collect any fee if the County subsequently hires any person assigned to the County under this contract. Temporary assignments with the County will be a minimum of ninety (90) calendar days before the County will be eligible to hire an individual as a regular County employee. If the County refers the candidate for the assignment, the County may hire the individual at any time.

17. The Agency shall agree to supply an Assigned Employee to the County within a minimum of four (4) hours and a maximum of forty-eight (48) hours. Exceptions occur when departments elect to interview candidates and/or special recruitment activities are needed. The Agency will be notified at the time of request as to the time frame that the Assigned Employee will be required. If the Assigned Employee is a former County employee, the Agency shall contact the Escambia County Human Resources Department

for clearance before the Assigned Employee is assigned to the County.

18. County mandated Emergency Administrative Leave is for regular County employees only. Assigned Employees on assignment with the County are not required to work during a County mandated emergency. Assigned Employees requested and willing to work will be paid at their regular rate of pay for any hours worked.

19. Overtime hours are not normally allowed but if worked the FLSA guidelines will be followed according to the exempt or non-exempt status of the position.

20. The Agency will have all Assigned Employees sign a Temporary Employee Disclaimer (Exhibit "E") stating they are not an employee of the County and the County will not provide any benefits. A copy of this signed document will be sent to the County's Human Resources Department, prior to the start date of the Assigned Employee.

B. Invoicing

Invoices submitted in duplicate for employees to be paid should include, as a minimum, the following information: (1) Assigned Employee name, (2) classification or job title, (3) rate paid by the County, (4) purchase order number, (5) full amount of the employee(s) approved hours, with a copy of signed time sheet, and should be submitted separately for each Division. The Clerk of the Circuit Court, Accounts Payable, 221 Palafox Place, Pensacola, FL 32502, will provide payment upon receipt of the required documents.

C. Requesting an Assigned Employee

When requesting an Assigned Employee, the Departments and offices of the County will submit a completed "Request for Temporary Labor Service" form (Exhibit "F") to the Human Resources Department. The Human Resources Department will review and forward this request to the Agency. When an individual is selected by the Agency, the Agency will notify the County's Contract Administrator and the County's Work-Site Supervisor who will become the person of contact for the Assigned Employee, the County, and the Agency.

D. Bid Form

Column 3 for each Lot contained on the Bid Form provides an estimate for the number of employees needed by a department based on expected historical usage. This does not imply a minimum/maximum number of employees needed at any given time. Actual needs will vary by department.

E. Current Agreements

The current provider for Temporary Labor Services for Escambia County is Blue Arbor, Inc., and approximately $2.9M was paid on this contract from June, 2015 to

February, 2018.

The current provider for Toll Collection Services is Accustaff. The 2018 budget is listed at $410,000.00. It should be noted that while this is an estimate, the County will expand their duties with the new agreement therefore the cost to the staffing company should be reduced from the amount shown in historical data.

The current provider for Escambia County Youth Employment Program (ECYEP) is Landrum Staffing. This solicitation will not apply to Summer 2018 employment, only to youth employment following the end of the current program. The 2018 budget for this program is $300,150.00. Future engagements of this program should be similar in size and scope, and begin in the 2018-2019 fiscal year.

This solicitation should be awarded by July 5, 2018, with a fully executed agreement in place within 10 business days thereafter.

F. Billable Rate Factor

The Billable Rate Factor for all categories listed on the Bid Form is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug tests (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee PPE, and all other deductions and profits are to be included in this rate.

Example: $10.00 hourly pay rate x 1.33 (Billable Rate Factor) = $13.30 hourly bill rate

The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. **If the billable rate factor is not submitted in this format, the agency will be disqualified.**

All Billable Rate Factors noted below include the added fee for Affordable Care Act compliance.

The following are the Billable Rate Factors at the time the current contract was awarded for Temporary Labor Services:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	1.29
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	1.25
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	1.19

8810	Library (Library Clerk, Librarian, and other clerical positions)	N/A
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	1.26
9102	Park (Maintenance Worker, Technician)	1.26
9410	Municipal, Township, County or State Employee (Not Otherwise Classified – NOC) – (Engineer Project Coordinator, Engineer	1.24

The following are the Current Billable Rate Factors for 2018 for Toll Collector positions:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
8810	Toll Collection – Manager	1.33
8810	Toll Collection – Supervisor	1.47
8810	Toll Collection Staff	1.33

The following are the current Billable Rate Factors for 2018 for the Escambia County Youth Employment Program (ECYEP):

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
0035	Agriculture (plants/gardens)	1.5648
8810	Media Relations	1.5648
8810	Library	1.5648
8810	Natural Resources/Conservation	1.5648
8810	Clerical	1.5648
9102	Sports & Recreations (upkeep and prep)	1.5648
8292	Warehousing	1.5648
9015	Facilities Maintenance (Indoor & outdoor painting, general building maintenance as a helper)	1.5648
9015	Field Operations (assisting with monitoring neighborhood blight, environmental needs)	1.5648
9063	Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities)	1.5648
9410	Risk Analyst Assistant (assisting with the preparation of training materials for staff presentation' assisting with building inspections for safety conditions; assisting staff with investigation of work-related injuries and preparing paperwork associated with these duties)	1.5648
8831	Animal Services Assistant (assist in clerical capacity; preparing food for cats/dogs; general kennel cleaning; no working directly with animals)	1.5648
8810	Engineering Department Assistants (work with staff on transportation matters, planning, and zoning issues; all in a clerical capacity)	1.5648

G. Determination for Award

Bidders shall provide a Billable Rate Factor for each Lot and Worker's Comp Code listed on the Bid Form.

Award of the contract for each Lot will be based on the bidder with the lowest sum of **"Total $"** calculated in the following method:

Estimated Number of Employees * Expected Average Hourly Rate = Total $ By Comp Code

Total $ by Comp Code * Billable Rate Factor = **Total $**

The Billable Rate Factor should include any fees associated with compliance with all healthcare and Affordable Care Act (ACA) regulations in effect at the time of bid. On the primary Bid Form, please include what this fee is so it can be acknowledged within the resulting agreement.

The source of the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.

H. Toll Collection

Escambia County Transportation and Traffic Operations Division will oversee all day-to-day activities required to manage, supervise, maintain and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, determination of collector staffing and scheduling needs, money collection and storage, money handling and counting, deposit preparation and verification, toll accounting, deposit reconciliation and audits, facility security, and toll facility management.

In addition to furnishing all labor, previous agreements required Vendors to also provide associated materials such as office supplies, transportation, toll charges, support assistance, phone service, security and fire service, and incidentals necessary to manage toll collection. Per the agreement resulting from this solicitation, the Vendor will be required to furnish labor and the Public Works Department of Escambia County will be responsible for providing necessary tools and equipment required to operate toll collection duties.

1. Assigned Employee Duties

The toll plaza facility to be staffed in accordance with this plan consists of four (4) lanes at the toll plaza facility in conjunction with the required staff to operate the annual pass sales desk located within the SRIA main office building located at: 1 Via DeLuna Drive, Pensacola, Florida. The toll plaza facility located at 415 Pensacola Beach Blvd, Pensacola Beach, FL. with the administrative office located in lane # 4 at the Bob Sikes Toll Plaza, which is the western most lane of the plaza.

The level of personnel required for toll collection may be increased or

decreased, at any time, by the County under the following guidelines.

a) When an emergency condition exists that requires additional employees to handle emergency traffic conditions on a temporary basis, the Vendor will provide the additional employees as quickly as possible, but no later than two (2) hours after verbal notification to the Contractor by the County.

b) The Vendor will be responsible for providing replacement employees for scheduled Assigned Employees who fail to report to work or are otherwise unavailable. The Vendor is required to provide replacement toll collectors for the scheduled Assigned Employee who fails to report to work as quickly as possible, but no later than one (1) hour before the beginning of the scheduled shift, or at the beginning of the scheduled shift start time, if notified at least one (1) hour before the scheduled shift.

c) As a result of holidays, special events, changes in traffic patterns, or other operational requirements, the County may request the Vendor to provide expanded lane hours, whether by adding additional shifts using current Assigned Employees or by adding additional Assigned Employees as may be required to meet these changes. Such actions will be accomplished by means of a written authorization from the Contract Manager. Upon receipt of such request for additional employees, the Vendor will provide these additional Assigned Employees as soon as possible but no later than one (1) week following authorization by the County.

d) During emergencies or heavy traffic situation when an Assigned Employee fails to report to work, or as a result of an unfilled shift, the County may require another Assigned Employee from the off-going shift to remain on duty until the replacement employee arrives. Compensation for any such shift extension will be at the Contractor's hourly rate. Pursuant to b) above, overtime will not be approved in cases of employee failure to report to work.

2. **Minimum Qualifications**

Personnel provided by the Contractor for toll-collection assignments must meet the following minimum qualifications:

a) One (1) year of cash-handling experience on a computerized cashier system.

b) Possess a high school diploma or equivalent.

c) Demonstrate ability to speak, understand, and writing the English language proficiently.

d) Possess a valid Florida Driver's license and be insurable.

Additionally, the Assigned Employees must be capable of performing the following duties:

a) Accurately classify vehicles and collect proper toll amounts from motorists traveling through a toll lane, make proper change, and issue receipts to motorists.

b) Operate the County's toll collection equipment proficiently.

c) Represent the County in a courteous, friendly, professional, and helpful manner while dealing with Motorists. Speak and understand English proficiently to effectively communicate with motorists and respond to inquiries.

d) Accurately, thoroughly, and legibly complete operational reports reflecting toll lane activity, and prepare accurate cash deposit on all monies collected.

e) Safely travel by foot in toll lanes carrying up to twenty-five (25) pounds.

f) Perform other related duties as assigned by the supervisor.

3. Photo Identification, Name Tags, and Access Cards

The Vendor will provide each Assigned Employee with a photo identification badge to identify the individual as an employee of the Vendor. The Assigned Employee must have the identification badge with them while assigned to work at the toll facility.

4. Senior Level Manager and Communication

The Vendor will provide a senior level employee to act as the Vendor's manager during the term of the Contract, with authority to act on behalf of the Vendor in any matter related to the personnel assigned. The Vendor's manager and an alternate will speak, understand and write the English language and be available and on-call on a 24-hours-a-day basis during the term of the Contract.

The Vendor will provide emergency telephone numbers. The Vendor will respond to the County within thirty (30) minutes of initial contact (phone or text messages, etc.)

5. Tolls and Transportation

For the use of the toll facility, the Vendor will be required to pay toll charges, for passage of all vehicles, equipment and personnel at the standard rate applicable to the general public. Some employees are required to travel through the toll lanes to report to work at the toll facility. Vendor employees

will be required to pay all toll charges at any time they pass through a toll facility.

The County will require the Vendor to directly reimburse its toll collection employees for all toll charges the employees are required to pay that are directly related to work performed by the employees under this Contract, except tolls incurred when reporting to work.

These toll charges cannot be waived nor will they be reimbursed by the County. The cost of all toll charges will be presumed to have been included in the Contract hourly rate proposal. The hourly contracted rate offered by Vendor and accepted by the County is assumed to be all inclusive and will be the only avenue for payment to the Vendor.

6. **Orientation and Training**

a) **Training History and Records**

The Vendor will be required to maintain records on contracted employees' training history. The Vendor will provide these reports at the request of the County.

b) **Training Hours Compensation**

While Vendor employees are attending either initial or follow up County provided or mandated training, the County will pay for these hours at the contract hourly rate.

c) **Completion of Training**

Failure to successfully complete any training session will exclude the Vendor employee from being assigned to the project for the remainder of the Contract period.

d) **Verification of Hours Worked**

The Vendor will verify hours worked with the toll facility manager or supervisor weekly/ monthly, and contract will be paid as hours worked.

7. **COUNTY RESPONSIBILITIES**

a) **Supervisor of Operations**

Escambia County will be responsible for overseeing the day-to-day activities required to manage, supervise, and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, money collection and storage, deposit preparation and verification, operational reporting, toll accounting and audits, facility security and maintenance, and toll facility management.

b) Staffing Requirements

The County will provide contract administration functions and will establish and adjust toll collection staffing requirements. On-duty supervisors and managers at the toll facility locations will be responsible for contacting the Vendor to request additional personnel should the number of on-duty employees be inadequate at any time. Employees of the County will not be responsible for coordinating work schedules directly with the Vendor's toll collection employees.

c) Performance Concerns

The County will be responsible for notifying the Vendor of collector performance problems, including unacceptable cash variances and other violations of Escambia County procedures. Notification of individual collector performance concerns will be made in writing to the Vendor's Manager.

d) Employee Uniforms

The Vendor will provide uniforms to all Vendor toll collection personnel assigned to the Contract, which are subject to the approval of Escambia County. The Vendor will be responsible for informing contracted employees of any County uniform policies and procedures and to ensure uniforms are maintained in a presentable manner.

e) Audit and Accounting Reports

The Vendor shall provide the daily and monthly audit and accounting reports described above.

f) Operations and Procedures Reporting and Manuals

The Vendor shall develop in conjunction with the County, additional reporting procedures which the parties may determine would be of assistance and advisable in the provision of these services. Operations and procedures shall be set forth in manuals upon the request of Escambia County.

B. Escambia County Youth Employment Program (ECYEP)

Escambia County has determined that it is in the best interests of the health, welfare, and safety of the community for the County to develop the ECYEP.

The ECYEP will serve youth between the ages of sixteen (16) and twenty (20) years of age who reside in the County and whose total household income meets the 200% poverty level guidelines and will further provide these individuals with meaningful work experience.

3. Fidelity Bond

The County shall require the Vendor to furnish a fidelity bond to guarantee reimbursement

to the County for losses resulting from proven acts of dishonesty by contract employees who handle cash or are exposed to opportunities for theft. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida by the successful Offeror(s) before the Contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Procurement Questions**

Procurement questions may be directed to Jeffrey Lovingood, Purchasing Specialist, JDLovingood@myescambia.com. The last day for questions to be submitted for this solicitation is June 06, 2018, at 5:00 PM CDT.

5. **Bid Form**

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink, and signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, Conference room 11.407, 213 Palafox Place, Pensacola, FL 32502, May 31, 2018, at 11:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. **Notices**

All notices required to made pursuant to this solicitation or resulting agreement, by either party to the other shall be in writing and delivered by hand or by the United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

General Temporary Labor:
Ms. Janice Floyd
Human Resources
221 Palafox Place
Pensacola, FL 32502

Toll Collection Services:
Mr. David Forte
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Escambia County Youth Employment Program:
Ms. Tonya Gant
Escambia County Neighborhood and Human Services
221 Palafox Place
Pensacola, FL 32502

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 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. **Emergency Services**

The Vendor resulting from this solicitation includes services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

10. **Compliance with Governing Laws and Regulations**

The Offeror or Vendor 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.

11. **Contract Term/Renewal/Termination**

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

A. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

12. Pricing

All services 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.

13. Fair Labor Standards Act Exemption

The 2018 Florida minimum wage is $8.25 per hour, effective January 01, 2018. Florida law requires the Florida Department of Economic Opportunity to calculate a minimum wage rate each year. The annual calculation is based on the percentage increase in the federal Consumer Price Index for Urban Wage Earners and Clerical Workers in the South Region for a 12-month period.

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

Pursuant to enactment of such minimum wage increase by the U.S. Department of Labor under the Fair Labor Standards Act, the County shall take the following actions based upon a written request by the awarded Vendor:

A. Within five (5) working days from receipt of a written request by the Vendor, a Hearing may be scheduled if such request is in dispute. The Vendor may present documentation to support a request for a price modification based upon such minimum wage increase.

B. Should a Hearing be held, within five (5) working days after receipt of all pertinent documentation requested by the Hearing Officer or submitted by the Vendor, the County shall issue a final determination.

C. The County shall take appropriate and timely action to ensure all contractual documents reflect the decision of the Hearing Officer. Should an increase be approved, such action shall be effective the date of the approving decision. The County and the Vendor shall ensure all invoices submitted and received from that date forward shall reflect such increase.

14. 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 Vendor. Upon negotiation of the offer, execution and receipt of the change order, the Vendor shall commence performance of the work as specified.

The Vendor 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 Vendor 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.

15. Ordering – Issuing a PO in advance to initiate a temp labor request?

The County will issue release (purchase) orders against the contract on an as needed basis for the services listed on the Bid Form.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

The County reserves the right to award on an "all-or-none total" basis to one Offeror or to award on a "lot-by-lot" basis, whichever is in the best interest of and/or most advantageous to the County. For the purposes of this solicitation, a "lot" will be identified as any one of the three categories of staff needed: Temporary Labor Services, Toll Collectors, and Escambia County Youth Employment Program.

18. Protection of Property

The Vendor will protect from damage all property associated with, or which is in the vicinity of, or in any way affected by, the Vendor's work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of the Vendor, or its employees, agents or invitee, will be immediately repaired at the expense of the Vendor to a condition similar or equal to that existing before such damage occurred.

19. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the Vendor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the Vendor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the Vendor by the Office of Purchasing. Such termination may also result in suspension or debarment of the Vendor.

20. Termination (Public Records Request)

If the Vendor 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 Vendor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the Vendor and his surety, if any, seven (7) days written notice, during which period Vendor still fails to allow access, terminate the employment of

the Vendor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Vendor, and may finish the project by whatever method it may deem expedient. In such case, the Vendor 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 Vendor (excluding monies owed the Vendor for subcontract work.)

21. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form. It is understood by all Offeror's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

22. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. **County Insurance Required**

The Vendor 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 Vendor, 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 Vendor 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 Vendor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the Vendor'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 Vendor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Vendor'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 Vendor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Vendor or any other insurance of the Vendor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. **Workers Compensation Coverage**

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. **General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. **Employment Practices Liability Coverage**

Employment Practices liability coverage in the amount of $1,000,000.00, with Escambia County BCC endorsed as an additional insured.

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability and business auto policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4953

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

a) Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

b) 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.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Exhibit "A"

BCC PAY SCHEDULE
FY 2017/2018

	HOURLY					ANNUAL	
PAYGRADE	MINIMUM	ST QUARTIL	MIDPOINT	RD QUARTIL	MAXIMUM	MINIMUM	MAXMUM
A10	8.25	9.40	10.54	11.69	12.83	17,160.00	26,686.40
A11	10.20	11.85	13.51	15.16	16.81	21,216.00	34,964.80
A12	10.71	12.45	14.18	15.92	17.65	22,276.80	36,712.00
A13	11.25	13.07	14.89	16.71	18.53	23,400.00	38,542.40
B20	11.25	13.07	14.90	16.72	18.54	23,400.00	38,563.20
B211	12.49	15.36	18.23	21.10	23.97	25,979.20	49,857.60
B21	12.49	14.51	16.53	18.55	20.57	25,979.20	42,785.60
B21A	13.75	15.98	18.21	20.43	22.66	28,600.00	47,132.80
B22	14.54	16.90	19.26	21.61	23.97	30,243.20	49,857.60
B22A	15.12	17.57	20.01	22.46	24.90	31,449.60	51,792.00
B23	16.63	19.33	22.02	24.72	27.41	34,590.40	57,012.80
B31	17.96	20.87	23.79	26.70	29.61	37,356.80	61,588.80
B32	19.40	22.54	25.68	28.82	31.96	40,352.00	66,476.80
C41	20.75	24.11	27.48	30.84	34.20	43,160.00	71,136.00
C42	22.21	25.81	29.41	33.00	36.60	46,196.80	76,128.00
C42A	22.83	26.27	29.72	33.16	36.60	47,486.40	76,128.00
C43	23.76	27.61	31.46	35.31	39.16	49,420.80	81,452.80
C51	25.42	29.54	33.66	37.78	41.90	52,873.60	87,152.00
C52	27.21	31.62	36.02	40.43	44.83	56,596.80	93,246.40
C53	28.16	32.72	37.29	41.85	46.41	58,572.80	96,532.80
D61	29.12	33.84	38.55	43.27	47.98	60,569.60	99,798.40
D62	30.86	35.86	40.86	45.86	50.86	64,188.80	105,788.80
D63	32.71	38.01	43.31	48.60	53.90	68,036.80	112,112.00
D71	34.67	40.29	45.91	51.52	57.14	72,113.60	118,851.20
D72	36.76	42.71	48.67	54.62	60.57	76,460.80	125,985.60
E80	32.08	37.28	42.48	47.67	52.87	66,726.40	109,969.60
E81	38.96	45.27	51.58	57.89	64.20	81,036.80	133,536.00
E82	41.29	47.98	54.68	61.37	68.06	85,883.20	141,564.80
E83	43.78	50.87	57.96	65.05	72.14	91,062.40	150,051.20
E91	46.41	53.93	61.44	68.96	76.47	96,532.80	159,057.60
E92	49.19	57.16	65.13	73.09	81.06	102,315.20	168,604.80
F101	54.11	62.87	71.64	80.40	89.16	112,548.80	185,452.80
F102	59.51	69.15	78.80	88.44	98.08	123,780.80	204,006.40

Changed Minimum Wage to $8.25 effective January 1, 2018

Exhibit "B"

JAIL PAY SCHEDULE

FY 2017/2018

	HOURLY					ANNUAL	
DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
JA10	9.25	10.44	11.63	12.82	14.01	$19,240.00	$29,136.64
JA11	10.19	11.50	12.81	14.13	15.44	$21,195.20	$32,114.58
JA12	10.70	12.08	13.45	14.83	16.20	$22,256.00	$33,699.95
JA13	11.64	13.14	14.64	16.14	17.63	$24,211.20	$36,677.89
JB20	12.09	13.65	15.20	16.76	18.31	$25,147.20	$38,091.87
JB21	13.30	15.01	16.72	18.44	20.15	$27,664.00	$41,905.34
JB22	14.96	16.89	18.81	20.74	22.66	$31,116.80	$47,132.80
JB22A	15.71	17.73	19.75	21.77	23.79	$32,676.80	$49,489.44
JB22B	16.49	18.81	21.12	23.44	25.75	$34,299.20	$53,560.00
JB22C	17.32	19.55	21.78	24.01	26.23	$36,025.60	$54,566.93
JB23S	12.59	14.21	15.83	17.45	19.07	$26,187.20	$39,655.82
JB23T	15.11	17.05	18.99	20.93	22.88	$31,420.48	$47,582.70
JB23	16.63	18.76	20.90	23.03	25.16	$34,590.40	$52,338.83
JB23A	17.44	19.69	21.93	24.18	26.43	$36,275.20	$54,973.98
JB23B	18.32	20.68	23.03	25.39	27.75	$38,105.60	$57,716.26
JB23C	19.24	21.71	24.19	26.66	29.14	$40,019.20	$60,608.50
JB31	18.69	21.10	23.50	25.91	28.31	$38,875.20	$58,894.58
JB32	21.18	23.90	26.63	29.35	32.07	$44,054.40	$66,714.34
JC40	21.13	23.85	26.58	29.30	32.02	$43,950.40	$66,607.22
JC41	23.26	26.25	29.24	32.23	35.23	$48,380.80	$73,270.08
JC42	24.91	28.11	31.32	34.52	37.73	$51,812.80	$78,476.11
JC43	26.57	29.99	33.41	36.82	40.24	$55,265.60	$83,703.57
JC51	28.64	32.33	36.01	39.70	43.38	$59,571.20	$90,237.89
JC52	31.13	35.14	39.14	43.15	47.15	$64,750.40	$98,079.07
JD61	33.20	37.47	41.75	46.02	50.29	$69,056.00	$104,613.39
JD62	34.86	39.35	43.83	48.32	52.81	$72,508.80	$109,840.85
JD63	36.52	41.22	45.92	50.61	55.31	$75,961.60	$115,046.88
JD71	38.60	43.57	48.53	53.50	58.46	$80,288.00	$121,602.62
JD72	41.09	46.37	51.66	56.94	62.22	$85,467.20	$129,422.38
JE81	43.16	48.71	54.27	59.82	65.37	$89,772.80	$135,978.13
JE82	44.82	50.58	56.35	62.11	67.88	$93,225.60	$141,184.16
JE83	46.47	52.45	58.43	64.41	70.39	$96,657.60	$146,411.62
JE91	48.55	54.80	61.04	67.29	73.53	$100,984.00	$152,945.94
JE92	51.03	57.60	64.17	70.73	77.30	$106,142.40	$160,787.12
JF101	55.12	62.21	69.30	76.39	83.48	$114,649.60	$173,641.52
JF102	60.63	68.43	76.23	84.03	91.83	$126,110.40	$191,016.38

No changes were made for FY 17/18

Exibit "C"

LIBRARY PAY SCHEDULE

FY 2017/2018

	HOURLY					ANNUAL	
PAYGRADE	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
GE-01	9.19	10.94	12.69	14.43	16.18	$19,115.00	$33,657.00
GE-02	9.66	11.50	13.33	15.17	17.01	$20,092.00	$35,371.00
GE-03	10.14	12.07	13.99	15.92	17.85	$21,091.00	$37,128.00
GE-04	10.65	12.68	14.70	16.73	18.76	$22,152.00	$39,013.00
GE-05	11.14	13.15	15.16	17.17	19.18	$23,171.00	$39,892.00
GE-06	11.48	13.61	15.74	17.87	20.00	$23,878.00	$41,606.00
GE-07	11.82	14.07	16.31	18.56	20.81	$24,585.00	$43,276.00
GE-08	12.26	14.51	16.76	19.01	21.26	$25,500.00	$44,220.00
GE-09	12.63	14.90	17.18	19.45	21.72	$26,270.00	$45,184.00
GE-10	13.00	15.41	17.82	20.23	22.64	$27,040.00	$47,091.00
GE-11	13.37	15.92	18.47	21.02	23.57	$27,809.00	$49,019.00
GE-12	13.72	16.33	18.95	21.56	24.17	$28,537.00	$50,283.00
GE-13	14.08	16.76	19.44	22.12	24.80	$29,286.00	$51,590.00
GE-14	14.50	17.26	20.02	22.78	25.53	$30,160.00	$53,111.00
GE-15	15.23	18.13	21.03	23.92	26.82	$31,678.00	$55,789.00
GE-16	16.00	19.04	22.08	25.12	28.16	$33,280.00	$58,574.00
GE-17	16.81	20.00	23.20	26.39	29.58	$34,964.00	$61,530.00
GE-18	17.65	21.01	24.36	27.72	31.08	$36,712.00	$64,637.00
GE-19	18.54	22.06	25.59	29.11	32.63	$38,563.00	$67,872.00
GE-20	19.48	23.18	26.88	30.58	34.28	$40,518.00	$71,300.00
GE-21	20.46	24.34	28.23	32.11	36.00	$42,556.00	$74,877.00
GE-22	20.86	24.82	28.78	32.74	36.70	$43,388.00	$76,334.00
GE-23	22.57	26.85	31.13	35.41	39.69	$46,945.00	$82,547.00

No changes were made for FY 17/18

Exhibit "D"

MEDICAL - JAIL PAY SCHEDULE

FY 2017/2018

		HOURLY					ANNUAL	
POSITION	DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
ARNP - Clinical	JD72	40.28	45.77	51.25	56.74	62.22	$83,782.40	$129,422.38
Medical Assistant	JA12	10.49	11.92	13.35	14.78	16.20	$21,819.20	$33,699.95
Dental Assistant	JB21	13.04	14.82	16.60	18.37	20.15	$27,123.20	$41,905.34
Pharmacy Tech	JA13	11.41	12.97	14.52	16.08	17.63	$23,732.80	$36,677.89

Refer to BCC pay scale for positions not listed

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code
Accountant	8810
Accounting Assistant	8810
Accounting Manager	8810
Accounting Technician	8810
Administrative Assistant (Jail Medical)	7720
Administrative Assistant (Legal)	8820
Administrative Assistant (All others)	8810
Administrative Officer	8810
Administrative Officer I	8810
Administrative Supervisor (Jail)	7720
Administrative Supervisor (All others)	8810
Animal Control Comm Clerk	8831
Animal Control Officer	8831
Animal Control Supv	8831
Animal Services Manager	8831
ARNP/Clinical Associate	7720
Asst Co Attorney (Cert)	8820
Asst Co Attorney (Non-Cert)	8820
Asst County Administrator	8810
Battalion Chief	7704
BI Chief Construction Supv	9410
BI Combination Inspector	9410
BI Combination Supv	9410
BI Construction Inspector	9410
Billing Manager	8810
Bldg Cd Enforce Officer	9410
Branch Director	8810
Budget Analyst	8810
Budget Manager	8810
Building Code Insp Supervisor	9410
Chief of Water Safety	7520
Clerk I	8810
Clerk II	8810
Clerk III	8810
Clinical Nurse	7720
Clinical Nurse Coord	7720
Comm & Media Relations Mgr	8810
Comm & Media Relations Spec	8810
Comm Center Coordinator	9102
Commissioner	8810
Commissioner's Aide	8810
Compliance Coordinator	9410
Construction Inspector	9410
Construction Mgr	9410
Corrections Captain	7720
Corrections Financial Manager	8810
Corrections Lt	7720
Corrections Officer	7720
Corrections Officer - Work Release	7720
Corrections Sergeant	7720
County Administrator	8810
County Attorney	8820
County Surveyor	8601
Court Liaison	7720
Crim Just Prog Manager	8810
Criminal Justice Spec I (Jail)	7720
Criminal Justice Spec I (All others)	8810
Criminal Justice Spec II	8810
Custodial Mgr	9015
Custodial Supv	9015
Custodial Worker	9015
Customer Service Technici	8810
Customer Svs Associate	8810
Dental Assistant	7720
Dept Director II (Parks)	9102
Dept Director II (All others)	8810
Dept Director III (Public Safety)	7705
Dept Director III (All others)	8810
Deputy County Attorney	8820
Deputy Division Manager	9410
Deputy Fire Chief	7704
Deputy SOE For Admin	8810
Detention Assistant	7720
Detention Assistant	8810
Dev Program Mgr	8810
Development Services Manager	8810
Director Of Mental Health	7720
Director's Aide	8810
Division Manager (DCAT)	8601
Division Manager (EMS)	7705
Division Manager (Marine Resources)	9410
Division Manager (Road Prison)	7720
Division Manager (All others)	8810
Dna Technician - Relief	7720
Ec Mrk & Prom Coordinator	8810
Election Specialist	8810
Elections Coordinator	8810
Emer Comm Disp - Relief	8810
Emer Medical Specialist	7705
Emer Medical Spec-Relief	7705
Emergency Comm Call Taker	8810
Emergency Comm Dispatcher	8810
Emergency Comm Division Mgr	8810
Emergency Comm Supv	8810
Emergency Ops Coordinator	8810
Emergency Planning Coord	8810
EMS Operations Mgr	7705
Ems Quality Specialist	7705
Energy Manager	8810
Engineering & Env Quality Mgr	8810
Eng Program Coordinator (Engineering)	9410
Eng Program Coordinator (Office Staff)	8810
Engineering Project Coord	9410
Engineering Spec - Signal	5509

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code	Job Title	W/C Code
Engineering Specialist	5509	HR Manager	8810
Engineering Specialist (Office Staff)	8810	HR Supervisor - Employment	8810
Engineering Tech - Signal	5509	HR Supervisor - HRIS	8810
Engineering Tech (Transp & Drainage)	9410	Human Res Associate I	8810
Engineering Tech (All others)	8601	Human Res Associate II	8810
Environ Analyst (Term)	8720	Human Resources Supv	8810
Environ Enforce Ofr	9410	Info Specialist - SOE	8810
Environ Enforce Supv	9410	Info Technology Coord	8810
Environmental Analyst	8720	Info Technology Spec	8810
Environmental Prog Mgr	8720	Info Technology Tech	8810
Environmental Tech	9015	IT Manager	8810
Environmental Tech (Waste Srvs)	6217	IT Network Analyst	8810
Equip Operator I	5509	IT Security Officer	8810
Equip Operator II (Waste Ops)	6217	IT Spec - Audio & Visual	8810
Equip Operator II (All others)	5509	It Voip Coordinator	8810
Equip Operator III (Waste Srvs)	6217	It Web Coordinator	8810
Equip Operator III (All others)	5509	Jail - EMT/Paramedic	7720
Equip Operator IV (Waste Srvs)	6217	Jail Admin Assistant	8810
Equip Operator IV (All others)	5509	Jail Corr Lieutenant	7720
Extension Agent I	8810	Jail Corrections Captain	7720
Extension Agent II	8810	Jail Corrections Officer	7720
Extension Agent III	8810	Jail Corrections Sergeant	7720
Extension Agent IV	8810	Jail Custodial Worker	7720
Field Supervisor-Rd	5509	Jail Office Support Asst	7720
Field Supervisor-Rd (SRI Public Works)	9410	Jail Program Coordinator	7720
Field Supervisor-SW (Waste Srvs)	9403	Kennel Supervisor	8831
Fire Captain	7704	Kennel Technician	8831
Fire Chief	7704	Landfill Ops Supv	9403
Fire Inspector	7704	Landfill Service Worker	9403
Fire Lieutenant	7704	Laundry Specialist	7720
Fire Marshall	7704	Laundry Worker	7720
Fire Public Educ Officer - Relief	7704	Law Librarian (Jail)	7720
Firefighter	7704	Law Librarian (All others)	8810
Firefighter - Relief	7704	Lead Animal Control Officer	8831
Fleet Maint Spec	8380	Lead Drafter/Eng Proj Coord	9410
Fleet Maint Supv (EMS)	8380	Lead Env Enforce Officer	9410
Fleet Maint Supv (Mass Transit)	8380	Lead Fleet Maint Tech	8380
Fleet Maint Supv (SRI Public Works)	8380	Lead Maintenance Tech (Parks)	9102
Fleet Maint Supv (Waste Srvs)	9403	Lead Maintenance Tech (SRI Public Works)	9410
Fleet Maint Tech (Mosquito Srvs)	9402	Lead Power Equip Tech	8380
Fleet Maint Tech (All Others)	8380	Legal Admin Asst	8820
Fleet Maint Worker	8380	Legal Office Administrator	8820
Floodplain Program Manager	9410	Librarian	8810
Food Service Assistant	7720	Librarian - PT	8810
Food Service Supv	7720	Library Clerical Asst	8810
Forensic Jail Case Manager	7720	Library Computer Tech	8810
Frnsc Mntl Hlth Spec-Trm	8810	Library Director	8810
Fuel Distrib Assistant	8380	Library Info Specialist	8810
Fuel Distribution Supv	8380	Library Manager	8810
GIS Analyst	8810	Library Tech Spec - Courier	8810
GIS Technician	8810	Library Technician	8810
Health Services Manager	7720	Licensed Practical Nurse	7720
Housing Rehab Specialist	9410	Lifeguard	7520

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code
Maintenance Shop Supv	5190
Maintenance Tech (Facilities)	9015
Maintenance Tech (Facilities - Electrical)	5190
Maintenance Tech (Library)	9015
Maintenance Tech (Mass Transit)	8380
Maintenance Tech (Mass Transit/Grounds)	9102
Maintenance Tech (Parks)	9102
Maintenance Worker (Facilities)	9015
Maintenance Worker (Mass Transit/Grounds)	9102
Maintenance Worker (Parks)	9102
Maintenance Worker (SRI Public Works)	5509
Medical Assistant	7720
Medical Director	8832
Medical Records Tech	8810
Medical Support Assistant	7720
Mental Health Counselor	7720
Mosqito Control Manager	8810
Mosquito Control Supv	9402
Mosquito Control Tech	9402
Network System Engineer I	8810
Office Support Assist	8810
Paramedic Supervisor	7705
Pharmacy Tech	7720
Plans Examiner	8810
Power Equipment Tech	8380
Program Assistant	9015
Program Coordinator	8810
Program Mgr Fac Constr Maint	9015
Program Mgr R&B Const Maint	9410
Program Mgr-Parks	5509
Program Manger (SOE)	8810
Program Manager (Traffic)	8601
Program Manager (SRI Public Works)	9410
Program Specialist - SOE	8810
Prop Lien Program Coord	8810
Psychiatric Technician	7720
Purchasing Associate	8810
Purchasing Manager	8810
Purchasing Specialist	8810
Real Estate Aqcuis Manager	9410
Records Clerk	8810
Recration Coordinator	9102
Recreation Manager	9102
Recycling Oper Manager	8810
Redeveloper I	8810
Registered Nurse	7720
RESTORE Program Manager	8810
Risk Analyst	8742
Road Construct Spec	5509
Road Division Manager	5509
Safe Neighborhoods Coordinator	8810
Safety Technician	9403
Senior Admin Officer I	8810
Senior Admin Officer II	8810
Senior Budget Analyst	8810
Senior Kennel Technician	8831
Senior Librarian	8810
Senior Lifeguard	7520
Sr Assistant County Atty	8820
Sr Bldg Code Enf Officer	9410
Sr Comm & Media Rel Spec	8810
Sr Criminal Justice Spec	8810
Sr Election Supp Asst	8810
Sr Eng Proj Coordinator	9410
Sr Natural Resources Mgr	8720
Sr Office Support Assist	8810
Sr Purchasing Coordinator	8810
Sr Urban Planner	8810
Storekeep/Warehouse Supv	8810
Stormwater Manager	9410
Strkpr/Wrhs Tech	8810
Strkpr/Wrhs Tech - Relief	8810
Student Assistant	8810
Supervisor of Elections	8810
Systems Analyst	8810
Train/Outreach Coordinator - SOE	8810
Transit Bus Operator	7382
Transit Cleaner	8380
Transit Cleaner	8380
Transit Customer Serv Rep	8810
Transit Customer Serv Supv	8810
Transit Fleet Maint Mgr	8380
Transit Fleet Maint Tech	8380
Transit Fueler	8380
Transit Fueler	8380
Transit Maint Manager	8380
Transit Manager	8810
Transit Prog Mgr Ops	5509
Transit Prog Mgr Safety	9403
Transit PT Trolley Operator	7382
Transit Supervisor (Mass Transit/Safety)	9403
Transit Supervisor (Mass Transit/Ops)	5509
Transp & Traffic Ops Mgr	9410
Urban Planner I	8810
Urban Planner II	8810
Vet Technician	8831
Veteran Affairs Officer	8810
Veterinarian	8831
Video Production Spec	8810
Warehouse Specialist - SOE	5191
Warehouse Worker	7720
Water Qual Env Tech Grant	9015
Water Quality Manager	8720
Workers Comp Specialist	8810

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 30, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.055 Temporary Labor Services for Escambia County BCC

All:

You recently reviewed an Invitation to Bid regarding the above-mentioned specification.

This Addendum Number 1 provides for an update to the time listed for the non-mandatory pre-solicitation conference scheduled for tomorrow, May 31, 2018, in the Office of Purchasing. **The meeting is scheduled to begin at 11:00 AM CDT.**

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 11, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 17-18.055 Temporary Labor Services for Escambia County (FL) Board of County Commissioners

All:

You have recently obtained an Invitation to Bid for the above-mentioned specification.

This Addendum Number 2 provides for the updates which follow below and on the next page.

Question 1: Is a Bid Bond Required.
Answer 1: A Bid Bond **IS** required in the amount of $1,000.00. This ensures that the awarded firm will honor their bid.

Question 2: In the event of an emergency where temporary labor may be urgently needed, will it be possible to waive the need for background checks to expedite the process of providing staff?
Answer 2: This would require Board action and can only take place at the time of the event.

(Continued on the following page)

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Question 9: The current agreement regarding toll collection requires the staffing agent to acquire the Sunpass transponders and load them with funds for paying tolls for staff performing work duties during their shift. The current agreement also requires Assigned Employees to pay any tolls required to arrive to/depart from their scheduled shift.

Answer 9: At this time, the County will **not** be changing this requirement.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

SOLICITATION, OFFER, AND BID FORM

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
or P.O. Box 1591, Pensacola, FL 32591-1591

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid
Temporary Labor Services for the Escambia County Board of County Commissioners
Solicitation Number PD 17-18.055

SOLICITATION

Mailing Date: May 21, 2018

Pre-Solicitation Conference: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502 at 10:00 AM CDT May 31, 2018

Offers Will Be Received Until: 2:00 PM CDT, June 12, 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 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 Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number: 56-1306931 **Terms of Payment** net 30

Delivery Date will be 6/12/2018 **days after receipt of Purchase Order**

Vendor Name: Blue Arbor, Inc.

Address: 913 Gulf Breeze Parkway Unit 29 **Bid Bond Attached** $

City, State, Zip: Gulf Breeze, FL 32561

Phone: 252-514-5380 **Toll Free:** 800-633-9715

Fax: 252-638-5087 **Contact:** Lucine Moffett

Lucine Moffett, President
Name & Title of Person Authorized to Sign Offer

Lucine Moffett
* Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

BID FORM

Lot 1 – Temporary Employment Services	**$1,288.19**
Lot 3 – Escambia County Youth Employment Program	**$739.20**
Affordable Care Act Fee per Assigned Employee per Hour *(Notification only; Billable Rate Factor should include this fee.)*	**$0.10**

EXHIBIT
tabbies B

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	13	$10.71	$139.23	1.27	$176.82
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	6	$12.63	$76.98	1.25	$96.23
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	18	$10.91	$196.38	1.168	$229.37
8810	Library (Library Clerk, Librarian, and other clerical positions)	27	$9.74	$262.98	1.168	$307.16
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	17	$12.66	$215.22	1.238	$266.44
9102	Park (Maintenance Worker, Technician)	6	$11.81	$70.86	1.238	$87.72
9410	Municipal, Township, County or State Employee (Not Otherwise Classified – NOC) – (Engineer Project Coordinator, Engineer	6	$17.00	$102.00	1.22	$124.44

Total for Lot 1 – Temporary Employment Services **$1,288.19**

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
0035	Agriculture (plants/gardens)	1	$8.25	$8.25	1.28	$10.56
8810	Media Relations	1	$8.25	$8.25	1.28	$10.56
8810	Library	14	$8.25	$115.50	1.28	$147.84
8810	Natural Resources/Conservation	2	$8.25	$16.50	1.28	$21.12
8810	Clerical	27	$8.25	$222.75	1.28	$285.12
9102	Sports & Recreations (upkeep & prep)	5	$8.25	$41.25	1.28	$52.80
9102	Park Conservation (assisting staff with general grounds keeping and light repair of playground equipment)	1	$8.25	$8.25	1.28	$10.56
8292	Warehousing	1	$8.25	$8.25	1.28	$10.56
9015	Facilities Maintenance (painting/indoor & outdoor, general building maintenance as a helper)	7	$8.25	$57.75	1.28	$73.92
9015	Field Operations (assisting with monitoring neighborhood blight, environmental needs)	1	$8.25	$8.25	1.28	$10.56
9063	Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities)	2	$8.25	$16.50	1.28	$21.12
9410	Risk Analyst Assistant (assisting with the preparation of training materials for staff presentation; assisting with building inspections for safety conditions; assisting staff with investigation of work-related injuries and preparing paperwork associated with these duties)	2	$8.25	$16.50	1.28	$21.12

8831	Animal Services Assistant (assist in clerical capacity; preparing food for cats/dogs; general kennel cleaning; no working directly with animals)	5	$8.25	$41.25	1.28	$52.80
8810	Engineering Department Assistants (Work with staff on transportation matters, planning, and zoning issues; all in a clerical capacity)	1	$8.25	$8.25	1.28	$10.56
					Total for Lot 3 - ECYEP	$739.20

AGREEMENT FOR TEMPORARY LABOR SERVICES (PD 17-18.055)

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 JJW Services, Inc. D/B/A Accustaff, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 52-2107466, whose principal address is 220 West Garden Street, Suite 805, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, on May 21, 2018, the County issued an Invitation to Bidders (PD 17-18.055) seeking a contractor to provide temporary labor services for all departments of Escambia County (Lot 1), toll collector personnel for the Bob Sikes Bridge Toll Plaza (Lot 2), and personnel for the Escambia County Youth Employment Program (Lot 3); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services for Lot 2; 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 contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for a term of one (1) year. Upon mutual agreement of the parties, this Agreement may be renewed for two additional twelve (12) month terms. The total duration of this Agreement, including the exercise of all options to renew/extend, shall not exceed the duration of three (3) years.

3. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services set forth in Escambia County's *Invitation to Bidders for Temporary Labor Services for Escambia County Board of County Commissioners, Specification No. P.D. 17-18.055*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibits referenced herein and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in accordance with the Fee Schedule, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall order services from the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The required services shall be described in detail and the applicable timeframe in which the services are required will be stated in the work order. No minimum quantity of work is guaranteed during the term of this Agreement, and only those services requested pursuant to a work order may be compensated.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 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.

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: JJW Services, Inc. D/B/A Accustaff, Inc.	To: Escambia County
Attention: Julie Wells	Attention: County Administrator
220 West Garden Street, Suite 805	221 Palafox Place
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.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness

Witness

By: _____
Jack R. Brown, County Administrator

Date: 8/17/18

BCC Approved: August 02, 2018

CONTRACTOR: JJW SERVICES, INC. D/B/A ACCUSTAFF, INC.

~~Corporate Secretary~~

~~[SEAL]~~

8-8-18
Witness

Witness

By: _____
Julie Wells, President

Date: 8-8-18

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/23/18

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

TEMPORARY LABOR SERVICES FOR THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIFICATION NUMBER PD 17-18.055

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, JUNE 12, 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 **11:00 AM CDT, May 31, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

The following General Terms and Conditions are incorporated by reference (Continued)

19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

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**

CONTRACT EFFECTIVE: Upon Award with implementation no later than July 1, 2018.

The purpose of this Invitation to Bid is to solicit sealed bids for a fixed-price contract to furnish, as required, for the Escambia County Board of County Commissioners (BCC), herein noticed as "County":

- **Lot 1** – Provide temporary labor services throughout Escambia County, FL
- **Lot 2** – Provide full- and part-time personnel for toll collector positions for the Bob Sikes Toll Plaza, located in Pensacola Beach, FL.
- **Lot 3** – Provide personnel services for the Escambia County Youth Employment Program (ECYEP) (Lot 3 will be activated beginning in fiscal year 2018-2019)

Vendor shall provide the County the services of the Vendor's employees, hereinafter referred to as "Assigned Employees."

Vendor shall assume responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Assigned Employees with respect to compensation that Vendor has agreed to pay.

Vendor shall certify I-9 forms and verify eligibility to work through the E-verify program for all employees assigned to the County.

The Vendor shall offer to all eligible Assigned Employees who perform work for the County, health care coverage that meets the minimum requirement of the Patient Protection and Affordable Care Act and implementing regulations (collectively the "ACA"), including the market reform provisions, the minimum value requirements, and the affordability requirements of the ACA.

The Vendor will be deemed the common-law employer (within the meaning of 26 C.F.R. §31.3401© -(1)) of Contractor Assigned Employees.

Regardless of the foregoing, the parties nevertheless intend to satisfy the requirements of 29 C.F.R. §54.4980H – (4)(b)(2), under which an offer of group health plan coverage made by a temporary staffing firm is treated as an offer of coverage by an unrelated entity for purposes of Internal Revenue Code §4980H, provided that certain criteria are satisfied.

The Vendor shall charge the County a fee related to the Affordable Care Act (ACA), and will be billed per hour worked for each Assigned Employee. The Billable Rate Factor shown on the Bid Form should include any fees associated with compliance with all healthcare and ACA regulations in effect at the time of bid. On the primary Bid Form and in Vendor invoices, please show this fee as a separate line item so it can be acknowledged within the resulting agreement and invoice payments.

The Vendor shall perform necessary background checks and drug screenings on all Assigned Employees. At the County's request, the Vendor shall provide copies of any Assigned Employee's background check, which shall remain confidential.

Assignments will have a Not-to-Exceed (NTE) date determined based on the needs of the position. These assignments can be extended at one or two year intervals with the approval of the Human Resources Department. Assignments will not be made that will have a NTE date past the NTE date of the contract.

The Human Resources Department of the Board of County Commissioners will be the initial contact between the Agency, the County Division and the County's jobsite Supervisor.

The number and type of positions under this contract will vary from time-to-time. The minimum and maximum number of positions will vary based on the needs of the County. The positions that could require staffing at the initial stage of this period are listed in Exhibit "A". The County's 2017/2018 Pay Schedule (Exhibit "B") is to be used as a guideline and rates of pay may be higher or lower. The request for a temporary worker shall include the length of the assignment, the pay rate, the workers' compensation code, the job description, exempt/non-exempt status and details of the work assignment. The request form (Exhibit "F") will include the Worker's Compensation Classification however, the Agency will be

All costs associated with additional tests, background checks (Items (b)1-4) or any other required information verification performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County. A copy of Agency's invoice associated with the tests or background checks will be required to be submitted with the Agency's invoice to the County.

3. Assigned Employees required to travel from Division to Division, to perform assigned work, may receive mileage reimbursement (with proper and approved documentation) at the current County rate.

4. Assigned Employees assigned to the County and will be handling money, shall be bonded prior to their assignment to the County. ECYEP Assigned Employees shall not be handling money and are therefore excluded from this requirement.

   For employees handling money, the Agency shall procure, at its own expense, bonds (or other security) and insurance acceptable to County as described herein and shall maintain such bonds (or other security and insurance in full force and effect throughout the Term in the manner specified herein. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida. Failure to maintain the requisite bonds or insurance in place through the Term hereof shall be an Event of Default by Agency hereunder.

5. The Agency will maintain a local office within Escambia or Santa Rosa Counties and provide a dedicated Site Supervisor for all Assigned Employees assigned to this contract. The responsibilities of the Agency's Site Supervisor will include, but not be limited to, monthly meetings with Assigned Employees which include (excluding ECYEP Assigned Employees), safety training, orientation and/or training of the rules, regulations, and practices of the Agency and any other employee issues and concerns. The Agency's Site Supervisor will (excluding ECYEP Assigned Employees) discipline, counsel, evaluate performance, and terminate (when deemed necessary) the Assigned Employees. The Agency's Site Supervisor will work a minimum of twenty (20) hours a week, and be available to address Assigned Employee's concerns, questions, etc. each week. If the County should have a serious issue with the Agency's Assigned Employee, the Agency's Site Supervisor or other member of the Agency's management team must be able to visit the work site within 45 minutes of the request. Other site visits will be required when requested. The Agency's Site Supervisor will submit a quarterly report outlining their activities to Escambia County Human Resources including a current roster of those assigned to the County. The Agency will have provisions for someone in management/supervision to be available, if for any reason the Agency's Site Supervisor is unavailable. The time sheets will be electronically transmitted by the County's divisions on a weekly basis. The paychecks/stubs shall be delivered to each job site, on a weekly basis, by the Agency's Site Supervisor. The County will not provide compensation for the Agency's Site Supervisors' expenses.

performance problems. The Vendor will be responsible for initiating corrective and progressive disciplinary action to the contracted employee. The Vendor will provide the County with written notification of action initiated.

13. Escambia County reserves the right to require the immediate removal, from the project, of any Vendor employee whom the County identifies as a potential threat to the health, safety, security or general well-being of the County customers, employees, agents or assets or whom the County determines does not meet the minimum performance requirements of the work. If such removal request of an employee occurs during the employee's regular shift, the Vendor, if directed by the County, will provide a replacement as soon as possible, but within two (2) hours.

    The County requests an employee's removal from this project, not their termination. Under no circumstances will the Vendor or its representatives inform the contracted employee that they are being terminated at the request of the County or any representative of the County. The Vendor will take full responsibility for termination of a contracted employee.

14. The Vendor will maintain employee shift reports and time records for review by the County. Employees will be required to record their shift starting and ending times and all rest or meal breaks Vendor provided prescribed forms or by use of an electronic timekeeping device.

15. If the Agency's employee is in an automobile accident, doing County business, the Agency will be responsible for the post-accident drug test at no additional cost to the County.

16. The Agency will be required to supply personnel that shall perform all required functions in a satisfactory manner. The County shall be the sole judge of satisfactory performance. The County may decline to accept any person provided by the Agency as soon as the County determines the person is not performing in a satisfactory manner. The County will be obligated to pay the agency for services rendered only until the time the Agency is notified that the performance is unsatisfactory. The Agency shall not be eligible to collect any fee if the County subsequently hires any person assigned to the County under this contract. Temporary assignments with the County will be a minimum of ninety (90) calendar days before the County will be eligible to hire an individual as a regular County employee. If the County refers the candidate for the assignment, the County may hire the individual at any time.

17. The Agency shall agree to supply an Assigned Employee to the County within a minimum of four (4) hours and a maximum of forty-eight (48) hours. Exceptions occur when departments elect to interview candidates and/or special recruitment activities are needed. The Agency will be notified at the time of request as to the time frame that the Assigned Employee will be required. If the Assigned Employee is a former County employee, the Agency shall contact the Escambia County Human Resources Department

February, 2018.

The current provider for Toll Collection Services is Accustaff. The 2018 budget is listed at $410,000.00. It should be noted that while this is an estimate, the County will expand their duties with the new agreement therefore the cost to the staffing company should be reduced from the amount shown in historical data.

The current provider for Escambia County Youth Employment Program (ECYEP) is Landrum Staffing. This solicitation will not apply to Summer 2018 employment, only to youth employment following the end of the current program. The 2018 budget for this program is $300,150.00. Future engagements of this program should be similar in size and scope, and begin in the 2018-2019 fiscal year.

This solicitation should be awarded by July 5, 2018, with a fully executed agreement in place within 10 business days thereafter.

F. Billable Rate Factor

The Billable Rate Factor for all categories listed on the Bid Form is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug tests (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee PPE, and all other deductions and profits are to be included in this rate.

Example: $10.00 hourly pay rate x 1.33 (Billable Rate Factor) = $13.30 hourly bill rate

The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. **If the billable rate factor is not submitted in this format, the agency will be disqualified.**

All Billable Rate Factors noted below include the added fee for Affordable Care Act compliance.

The following are the Billable Rate Factors at the time the current contract was awarded for Temporary Labor Services:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	1.29
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	1.25
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	1.19

G. Determination for Award

Bidders shall provide a Billable Rate Factor for each Lot and Worker's Comp Code listed on the Bid Form.

Award of the contract for each Lot will be based on the bidder with the lowest sum of **"Total $"** calculated in the following method:

Estimated Number of Employees * Expected Average Hourly Rate = Total $ By Comp Code

Total $ by Comp Code * Billable Rate Factor = **Total $**

The Billable Rate Factor should include any fees associated with compliance with all healthcare and Affordable Care Act (ACA) regulations in effect at the time of bid. On the primary Bid Form, please include what this fee is so it can be acknowledged within the resulting agreement.

The source of the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.

H. Toll Collection

Escambia County Transportation and Traffic Operations Division will oversee all day-to-day activities required to manage, supervise, maintain and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, determination of collector staffing and scheduling needs, money collection and storage, money handling and counting, deposit preparation and verification, toll accounting, deposit reconciliation and audits, facility security, and toll facility management.

In addition to furnishing all labor, previous agreements required Vendors to also provide associated materials such as office supplies, transportation, toll charges, support assistance, phone service, security and fire service, and incidentals necessary to manage toll collection. Per the agreement resulting from this solicitation, the Vendor will be required to furnish labor and the Public Works Department of Escambia County will be responsible for providing necessary tools and equipment required to operate toll collection duties.

1. Assigned Employee Duties

The toll plaza facility to be staffed in accordance with this plan consists of four (4) lanes at the toll plaza facility in conjunction with the required staff to operate the annual pass sales desk located within the SRIA main office building located at: 1 Via DeLuna Drive, Pensacola, Florida. The toll plaza facility located at 415 Pensacola Beach Blvd, Pensacola Beach, FL. with the administrative office located in lane # 4 at the Bob Sikes Toll Plaza, which is the western most lane of the plaza.

The level of personnel required for toll collection may be increased or

Additionally, the Assigned Employees must be capable of performing the following duties:

a) Accurately classify vehicles and collect proper toll amounts from motorists traveling through a toll lane, make proper change, and issue receipts to motorists.

b) Operate the County's toll collection equipment proficiently.

c) Represent the County in a courteous, friendly, professional, and helpful manner while dealing with Motorists. Speak and understand English proficiently to effectively communicate with motorists and respond to inquiries.

d) Accurately, thoroughly, and legibly complete operational reports reflecting toll lane activity, and prepare accurate cash deposit on all monies collected.

e) Safely travel by foot in toll lanes carrying up to twenty-five (25) pounds.

f) Perform other related duties as assigned by the supervisor.

3. Photo Identification, Name Tags, and Access Cards

The Vendor will provide each Assigned Employee with a photo identification badge to identify the individual as an employee of the Vendor. The Assigned Employee must have the identification badge with them while assigned to work at the toll facility.

4. Senior Level Manager and Communication

The Vendor will provide a senior level employee to act as the Vendor's manager during the term of the Contract, with authority to act on behalf of the Vendor in any matter related to the personnel assigned. The Vendor's manager and an alternate will speak, understand and write the English language and be available and on-call on a 24-hours-a-day basis during the term of the Contract.

The Vendor will provide emergency telephone numbers. The Vendor will respond to the County within thirty (30) minutes of initial contact (phone or text messages, etc.)

5. Tolls and Transportation

For the use of the toll facility, the Vendor will be required to pay toll charges, for passage of all vehicles, equipment and personnel at the standard rate applicable to the general public. Some employees are required to travel through the toll lanes to report to work at the toll facility. Vendor employees

b) Staffing Requirements

The County will provide contract administration functions and will establish and adjust toll collection staffing requirements. On-duty supervisors and managers at the toll facility locations will be responsible for contacting the Vendor to request additional personnel should the number of on-duty employees be inadequate at any time. Employees of the County will not be responsible for coordinating work schedules directly with the Vendor's toll collection employees.

c) Performance Concerns

The County will be responsible for notifying the Vendor of collector performance problems, including unacceptable cash variances and other violations of Escambia County procedures. Notification of individual collector performance concerns will be made in writing to the Vendor's Manager.

d) Employee Uniforms

The Vendor will provide uniforms to all Vendor toll collection personnel assigned to the Contract, which are subject to the approval of Escambia County. The Vendor will be responsible for informing contracted employees of any County uniform policies and procedures and to ensure uniforms are maintained in a presentable manner.

e) Audit and Accounting Reports

The Vendor shall provide the daily and monthly audit and accounting reports described above.

f) Operations and Procedures Reporting and Manuals

The Vendor shall develop in conjunction with the County, additional reporting procedures which the parties may determine would be of assistance and advisable in the provision of these services. Operations and procedures shall be set forth in manuals upon the request of Escambia County.

B. Escambia County Youth Employment Program (ECYEP)

Escambia County has determined that it is in the best interests of the health, welfare, and safety of the community for the County to develop the ECYEP.

The ECYEP will serve youth between the ages of sixteen (16) and twenty (20) years of age who reside in the County and whose total household income meets the 200% poverty level guidelines and will further provide these individuals with meaningful work experience.

3. Fidelity Bond

The County shall require the Vendor to furnish a fidelity bond to guarantee reimbursement

Escambia County Youth Employment Program:
Ms. Tonya Gant
Escambia County Neighborhood and Human Services
221 Palafox Place
Pensacola, FL 32502

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 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. **Emergency Services**

The Vendor resulting from this solicitation includes services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

10. **Compliance with Governing Laws and Regulations**

The Offeror or Vendor 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.

11. **Contract Term/Renewal/Termination**

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

A. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

The Vendor 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 Vendor 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.

15. Ordering – Issuing a PO in advance to initiate a temp labor request?

The County will issue release (purchase) orders against the contract on an as needed basis for the services listed on the Bid Form.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

The County reserves the right to award on an "all-or-none total" basis to one Offeror or to award on a "lot-by-lot" basis, whichever is in the best interest of and/or most advantageous to the County. For the purposes of this solicitation, a "lot" will be identified as any one of the three categories of staff needed: Temporary Labor Services, Toll Collectors, and Escambia County Youth Employment Program.

18. Protection of Property

The Vendor will protect from damage all property associated with, or which is in the vicinity of, or in any way affected by, the Vendor's work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of the Vendor, or its employees, agents or invitee, will be immediately repaired at the expense of the Vendor to a condition similar or equal to that existing before such damage occurred.

19. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the Vendor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the Vendor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the Vendor by the Office of Purchasing. Such termination may also result in suspension or debarment of the Vendor.

20. Termination (Public Records Request)

If the Vendor 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 Vendor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the Vendor and his surety, if any, seven (7) days written notice, during which period Vendor still fails to allow access, terminate the employment of

The Vendor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Vendor'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 Vendor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Vendor or any other insurance of the Vendor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. **Workers Compensation Coverage**

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. **General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

a) Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

b) 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.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Exhibit "B"

JAIL PAY SCHEDULE

FY 2017/2018

	HOURLY					ANNUAL	
DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
JA10	9.25	10.44	11.63	12.82	14.01	$19,240.00	$29,136.64
JA11	10.19	11.50	12.81	14.13	15.44	$21,195.20	$32,114.58
JA12	10.70	12.08	13.45	14.83	16.20	$22,256.00	$33,699.95
JA13	11.64	13.14	14.64	16.14	17.63	$24,211.20	$36,677.89
JB20	12.09	13.65	15.20	16.76	18.31	$25,147.20	$38,091.87
JB21	13.30	15.01	16.72	18.44	20.15	$27,664.00	$41,905.34
JB22	14.96	16.89	18.81	20.74	22.66	$31,116.80	$47,132.80
JB22A	15.71	17.73	19.75	21.77	23.79	$32,676.80	$49,489.44
JB22B	16.49	18.81	21.12	23.44	25.75	$34,299.20	$53,560.00
JB22C	17.32	19.55	21.78	24.01	26.23	$36,025.60	$54,566.93
JB23S	12.59	14.21	15.83	17.45	19.07	$26,187.20	$39,655.82
JB23T	15.11	17.05	18.99	20.93	22.88	$31,420.48	$47,582.70
JB23	16.63	18.76	20.90	23.03	25.16	$34,590.40	$52,338.83
JB23A	17.44	19.69	21.93	24.18	26.43	$36,275.20	$54,973.98
JB23B	18.32	20.68	23.03	25.39	27.75	$38,105.60	$57,716.26
JB23C	19.24	21.71	24.19	26.66	29.14	$40,019.20	$60,608.50
JB31	18.69	21.10	23.50	25.91	28.31	$38,875.20	$58,894.58
JB32	21.18	23.90	26.63	29.35	32.07	$44,054.40	$66,714.34
JC40	21.13	23.85	26.58	29.30	32.02	$43,950.40	$66,607.22
JC41	23.26	26.25	29.24	32.23	35.23	$48,380.80	$73,270.08
JC42	24.91	28.11	31.32	34.52	37.73	$51,812.80	$78,476.11
JC43	26.57	29.99	33.41	36.82	40.24	$55,265.60	$83,703.57
JC51	28.64	32.33	36.01	39.70	43.38	$59,571.20	$90,237.89
JC52	31.13	35.14	39.14	43.15	47.15	$64,750.40	$98,079.07
JD61	33.20	37.47	41.75	46.02	50.29	$69,056.00	$104,613.39
JD62	34.86	39.35	43.83	48.32	52.81	$72,508.80	$109,840.85
JD63	36.52	41.22	45.92	50.61	55.31	$75,961.60	$115,046.88
JD71	38.60	43.57	48.53	53.50	58.46	$80,288.00	$121,602.62
JD72	41.09	46.37	51.66	56.94	62.22	$85,467.20	$129,422.38
JE81	43.16	48.71	54.27	59.82	65.37	$89,772.80	$135,978.13
JE82	44.82	50.58	56.35	62.11	67.88	$93,225.60	$141,184.16
JE83	46.47	52.45	58.43	64.41	70.39	$96,657.60	$146,411.62
JE91	48.55	54.80	61.04	67.29	73.53	$100,984.00	$152,945.94
JE92	51.03	57.60	64.17	70.73	77.30	$106,142.40	$160,787.12
JF101	55.12	62.21	69.30	76.39	83.48	$114,649.60	$173,641.52
JF102	60.63	68.43	76.23	84.03	91.83	$126,110.40	$191,016.38

No changes were made for FY 17/18

Exhibit "D"

MEDICAL - JAIL PAY SCHEDULE

FY 2017/2018

		HOURLY					ANNUAL	
POSITION	DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
ARNP - Clinical	JD72	40.28	45.77	51.25	56.74	62.22	$83,782.40	$129,422.38
Medical Assistant	JA12	10.49	11.92	13.35	14.78	16.20	$21,819.20	$33,699.95
Dental Assistant	JB21	13.04	14.82	16.60	18.37	20.15	$27,123.20	$41,905.34
Pharmacy Tech	JA13	11.41	12.97	14.52	16.08	17.63	$23,732.80	$36,677.89

Refer to BCC pay scale for positions not listed

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code
Engineering Specialist	5509
Engineering Specialist (Office Staff)	8810
Engineering Tech - Signal	5509
Engineering Tech (Transp & Drainage)	9410
Engineering Tech (All others)	8601
Environ Analyst (Term)	8720
Environ Enforce Ofr	9410
Environ Enforce Supv	9410
Environmental Analyst	8720
Environmental Prog Mgr	8720
Environmental Tech	9015
Environmental Tech (Waste Srvs)	6217
Equip Operator I	5509
Equip Operator II (Waste Ops)	6217
Equip Operator II (All others)	5509
Equip Operator III (Waste Srvs)	6217
Equip Operator III (All others)	5509
Equip Operator IV (Waste Srvs)	6217
Equip Operator IV (All others)	5509
Extension Agent I	8810
Extension Agent II	8810
Extension Agent III	8810
Extension Agent IV	8810
Field Supervisor-Rd	5509
Field Supervisor-Rd (SRI Public Works)	9410
Field Supervisor-SW (Waste Srvs)	9403
Fire Captain	7704
Fire Chief	7704
Fire Inspector	7704
Fire Lieutenant	7704
Fire Marshall	7704
Fire Public Educ Officer - Relief	7704
Firefighter	7704
Firefighter - Relief	7704
Fleet Maint Spec	8380
Fleet Maint Supv (EMS)	8380
Fleet Maint Supv (Mass Transit)	8380
Fleet Maint Supv (SRI Public Works)	8380
Fleet Maint Supv (Waste Srvs)	9403
Fleet Maint Tech (Mosquito Srvs)	9402
Fleet Maint Tech (All Others)	8380
Fleet Maint Worker	8380
Floodplain Program Manager	9410
Food Service Assistant	7720
Food Service Supv	7720
Forensic Jail Case Manager	7720
Frnsc Mntl Hlth Spec-Trm	8810
Fuel Distrib Assistant	8380
Fuel Distribution Supv	8380
GIS Analyst	8810
GIS Technician	8810
Health Services Manager	7720
Housing Rehab Specialist	9410

Job Title	W/C Code
HR Manager	8810
HR Supervisor - Employment	8810
HR Supervisor - HRIS	8810
Human Res Associate I	8810
Human Res Associate II	8810
Human Resources Supv	8810
Info Specialist - SOE	8810
Info Technology Coord	8810
Info Technology Spec	8810
Info Technology Tech	8810
IT Manager	8810
IT Network Analyst	8810
IT Security Officer	8810
IT Spec - Audio & Visual	8810
It Voip Coordinator	8810
It Web Coordinator	8810
Jail - EMT/Paramedic	7720
Jail Admin Assistant	8810
Jail Corr Lieutenant	7720
Jail Corrections Captain	7720
Jail Corrections Officer	7720
Jail Corrections Sergeant	7720
Jail Custodial Worker	7720
Jail Office Support Asst	7720
Jail Program Coordinator	7720
Kennel Supervisor	8831
Kennel Technician	8831
Landfill Ops Supv	9403
Landfill Service Worker	9403
Laundry Specialist	7720
Laundry Worker	7720
Law Librarian (Jail)	7720
Law Librarian (All others)	8810
Lead Animal Control Officer	8831
Lead Drafter/Eng Proj Coord	9410
Lead Env Enforce Officer	9410
Lead Fleet Maint Tech	8380
Lead Maintenance Tech (Parks)	9102
Lead Maintenance Tech (SRI Public Works)	9410
Lead Power Equip Tech	8380
Legal Admin Asst	8820
Legal Office Administrator	8820
Librarian	8810
Librarian - PT	8810
Library Clerical Asst	8810
Library Computer Tech	8810
Library Director	8810
Library Info Specialist	8810
Library Manager	8810
Library Tech Spec - Courier	8810
Library Technician	8810
Licensed Practical Nurse	7720
Lifeguard	7520

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 30, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.055 Temporary Labor Services for Escambia County BCC

All:

You recently reviewed an Invitation to Bid regarding the above-mentioned specification.

This Addendum Number 1 provides for an update to the time listed for the non-mandatory pre-solicitation conference scheduled for tomorrow, May 31, 2018, in the Office of Purchasing. **The meeting is scheduled to begin at 11:00 AM CDT.**

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Question 3: Should one of the lots be awarded to a firm other than the current provider, will new background checks need to be performed?
Answer 3: Yes.

Question 4: We have been asked to clarify the "Control of Employees."
Answer 4: All "Assigned Employees" working for the County are considered to be under the control of the staffing firm. "Assigned Employees" are defined on page 10 of 35 of the solicitation. Additionally, the ACA fee is to be incorporated into the invoice to be paid by Escambia County, but it is up to the staffing firm as the employer to pay the fee as the government requires.

Question 5: We have been asked to clarify the PPE required for different roles:
Answer 5: The typical personal protective equipment (PPE) used by the County is as follows:

Reflective Safety Vest
Hard Hat
Safety Glasses
Leather gloves or Rubber gloves (depends on position)
Raincoats (reflective)
Steel-toed work boots or Safety Shoes (depends on position)
Steel-toed work boots w/steel shank (puncture resistant) for Solid Waste

Facilities, Natural Resources Management, Parks & Public Works (Beach) provides everything but the steel-toed work boots or safety shoes.

Public Works (Engineering) provides everything including the steel-toed boots.

Solid Waste currently provides no PPE, however, with the new contract they will be providing everything but the boots.

Question 6: Is timekeeping centralized?
Answer 6: Timekeeping is managed by each department within the County. The awarded firm(s) is responsible for coordinating with each department to understand what the department offers and coordinate getting that information into the staffing firm's information base in a timely manner.

Question 7: Will the County accept electronic payroll distribution for Assigned employees?
Answer 7: Yes.

Question 8: Information was requested regarding OSHA certification for certain Assisgned Employees, as well as the safety record.
Answer 8: At this time, this information is not yet available. The County does not believe that these issues will impact the prices contained in the bids and can be answered with the awarded firm(s) as that becomes necessary to finalize any agreement.

SOLICITATION, OFFER, AND BID FORM

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
or P.O. Box 1591, Pensacola, FL 32591-1591

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid
Temporary Labor Services for the Escambia County Board of County Commissioners
Solicitation Number PD 17-18.055

SOLICITATION

Mailing Date: May 21, 2018

Pre-Solicitation Conference: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502 at 10:00 AM CDT May 31, 2018

Offers Will Be Received Until: 2:00 PM CDT, June 12, 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 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 Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number: 52-2107466
Terms of Payment: 30 days

Delivery Date will be 6/12/2018 **days after receipt of Purchase Order**

Vendor Name: JJW Services DBA Accustaff, Inc.
Address: 220 W Garden St, Suite 805
City, State, Zip: Pensacola, FL 32502
Bid Bond Attached $ 1000

Phone: 850-477-9915 **Toll Free:**
Fax: 850-477-9781 **Contact:** Julie Wells

Julie Wells, President
Name & Title of Person Authorized to Sign Offer

Julie J. Wells
*Signature of Person Authorized to Sign Offer
(Original Signature Required)

Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

BID FORM

Lot 2 – Toll Collector Positions	**$326.63**
Affordable Care Act Fee per Assigned Employee per Hour *(Notification only; Billable Rate Factor should include this fee.)*	**$0.29**

EXHIBIT
B

SEE PAGE REFERENCE BELOW FOR DOCUMENTS RECEIVED AT A LATER DATE

SIGNED AGREEMENT WITH BLUE ARBOR, INC. (SEE PAGES 187-232)

SIGNED AGREEMENT WITH JJW SERVICES, INC. D/B/A ACCUSTAFF, INC. (SEE PAGES 233-278)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14446 **County Administrator's Report 9. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/02/2018
Issue: Contract Award for Temporary Labor Services
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Temporary Labor Services for the Escambia County Board of County Commissioners - Paul Nobles, Purchasing Manager, Office of Purchasing

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, and;

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.

[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, 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.
- 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.

Lot 3: $300,150
Fund Number 001, General Fund; Cost Center 53000; Object Code 53401, Other Contractual Services.]

BACKGROUND:

The Temporary Labor Services for Escambia County Board of County Commissioners agreement is a means for County departments to obtain temporary staffing when needed for assignments and special projects, as well as provide coverage as-needed during extended absences, unexpected vacancies, and increased workloads following natural disasters.

The Office of Purchasing advertised an Invitation to Bid for a multi-award solicitation on May 21, 2018. A non-mandatory pre-solicitation conference was held on May 31, 2018, and was attended by four firms. A total of seven bids were received on June 12, 2018. One bid was deemed non-responsive as the firm does not maintain an office in either Escambia or Santa Rosa Counties as required in the solicitation.

This multi-award solicitation covers three specific areas for the County:

- Lot 1 - General temporary labor across all County departments.
- Lot 2 - Staffing for the toll collection facility at the Bob Sykes Toll Plaza.
- Lot 3 - Staffing for the Escambia County Youth Employment Program.

The lowest, responsible bidder for Lot 1 is Blue Arbor, Inc., the current provider of staffing services across the County. The bid included a reduction in administrative fees across six of the seven employment categories listed in the solicitation, while the remaining employment category had no change in fees. With departmental budgets across the County targeting a total County budget of approximately $2.3MM, the reduction in fees will provide a significant reduction in costs to the County.

Administrative fees, also known as the "Billable Rate Factor", is the fee charged by the staffing firm to cover their cost of providing staffing services and is a percentage added to the pay rate of the employee. For example, a current temporary Clerical employee being paid $10 per hour would cost the County $11.90 per hour worked ($10 per hour + 19% = $11.90).

Below are listed the specific reductions:

Workers Comp Code	Description	Estimated # of Staff	Current Admin Fee	New Admin Fee	Change

5509	Street or Road Maintenanace & Drivers	13	29%	27%	2% Reduction
6217	Solid Waste Excavation & Drivers	6	25%	25%	No Change
8810	Clerical, Office	18	19%	16.8%	2.2% Reduction
8810	Clerical, Library	27	19%	16.8%	2.2% Reduction
9015	Custodial	17	26%	23.8%	2.2% Reduction
9102	Park Maintenance	6	26%	23.8%	2.2% Reduction
9410	Engineering	6	24%	22%	2% Reduction

The lowest, responsible bidder for Lot 2 is JJW Services, Inc. D/B/A Accustaff, Inc, the current provider of staffing for the toll collection facility at the Bob Sykes Toll Plaza. The budget for this service is approximately $400,000.00 and the winning bid reduced the administrative fees from 44% to just 25%.

The lowest, responsible bidder for Lot 3 is Blue Arbor, Inc. Blue Arbor will be taking this service over from a previous firm who charged the County an administrative fee of 56.7%, and will do so with an administrative fee of just 28%. This project has a 2018 budget of $300,150.00, and the reduction in fees will be a significant savings to the County.

BUDGETARY IMPACT:

Lot 1:

- Building Inspections - Fund Code 406, Building Inspection Fund; Cost Center 250111, Building Inspections Admin; Object Code 53401, Other Contractual Services; $55,200.00.
- Community Affairs - Fund Code 352, LOST III; Cost Center 320201, Comm Svcs Administration; Object Code 53401, Other Contractual Services; $65,280.00.
- Community & Environment - Fund Code 129, CDBG Entitlement Funds; Cost Center 370232, 2018 CDBG Other; Object Code 53401, Other Contractual Services; $10,000.00.
- County Attorney - Fund Code 001, General Fund; Cost Center 110601, County Atty Admin; Object Code 53401, Other Contractual Services; $10,000.00.
- Facilities Management - Fund Code 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services; $140,925.00.
- Library Services - Fund Code 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services; $490,926.00.

- 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; $200,000.00.
- Public Works Engineering - Fund Code 353, LOST IV; Cost Center 210106; ; Object Code 53401, Other Contractual Services; $200,000.00.
- 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; $60,000.00.
- Fund Code 001, General Fund; Cost Center 221001 Land Management Section; Object Code 53401, Other Contractual Services; $ 5,000.00.
- Fund Code 110, Other Grants & Projects; Cost Center 221011, Urban & Community Forestry; Object Code 53401, Other Contractual Services; $15,000.00.
- Fund Code 108, Tourist Promotion; Cost Center 220805, 4th Cent Marine Recreation; Object Code 53401, Other Contractual Services; $8,000.00.
- Fund Code 102, Economic Development Fund; Cost Center 360704, Econ Dev Operating; Object Code 53401, Other Contractual Services; $35,000.00.
- Fund Code 101, Escambia County Restricted Fund; Cost Center 221018, Natural Pollutant Discharge System; Object Code 53401, Other Contractual Services; $5,000.00.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230301, Solid Waste Admin; Object Code 53401, Other Contractual Services; $15,000.00.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230304, Environmental Quality; Object Code 53401, Other Contractual Services; $8,000.00.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services; $39,000.00.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services; $58,000.00.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services; $110,000.00.
- Santa Rosa Island - Fund Code 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 53401, Other Contractual Services; $250,000.00.
- Board of County Commissioners - Fund Code 001, General Fund; Cost Center 110101, Board of County Commissioners; Object Code 53401, Other Contractual Services; $ 80,000.00.
- County Administrator - Fund Code 001, General Fund; Cost Center 110302, County Administrator's Office; Object Code 53401, Other Contractual Services; $8,000.00.

Lot 2: $410,000.00
Fund Number 167; Cost Center 140301; Object Code 53401, Other Contractual Services.

Lot 3: $300,150.00
Fund Number 001, General Fund; Cost Center 53000; Object Code 53401, Other

Contractual Services.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual, prepared the Agreements.

PERSONNEL:

All work associated with the recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreements.
The Human Resources Department will be the Contract Administrator for Lot 1.
David Forte will be the Contract Administrator for Lot 2.
Carla Jones will be the Contract Administrator for Lot 3.

Attachments

Recommendation to Award Checklist
Bid Tab Recommendation to Award
Solicitation
Bid - Blue Arbor
Bid - Accustaff
Blue Arbor Agreement
JJW Services, Inc. D/B/A Accustaff Agreement

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT I TO TABULATION SHEET)

SECTION 1 - GENERAL INFORMATION SECTION -

Description: Temporary Labor Services for Escambia County Board of County Commissioners

Bid Number: PD 17-18.055

Opening Date/Time: June 12, 2018

Purchasing Agent: Jeffrey Lovingood

Client Department: HR Dept. Director/Designee: Eric Kleinert (Lots 1 & 3)/ David Forte (Lot 2)

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Requisition #: N/A

Fund #: _____ Fund Title: _____

Cost Center #: _____ Cost Center Title: _____

Object Code #: _____ Object Code Title: _____

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)

That Lots 1 & 3 be awarded to Blue Arbor, and Lot 2 be awarded to Accustaff.

Unit Price Extensions Checked by: Jeff Lovingood

(Signature) _____ (Date) 6/26/18

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing [ ] Yes [✓] No Client Departmen [ ] Yes [ ] No
If Yes, Please Document in Space Provided:

SECTION 3 -CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval: _____ (Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval: _____ (Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

F0125

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 17-18.055 **Solicitation Name:** Temporary Labor Services for Escambia County Board of County Commissioners								
Bid Opening Time: **Bid Opening Date:** **Bid Opening Location:** Rm 11.407 **Name of Bidder(s)**	Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Lot 1
A & Associates	Y		Y	Y	N	Y	Y	$42,492.82
Blue Arbor, Inc.	Y		Y	Y	Y	Y	Y	$1,288.19
Diskriter, Inc.	Y		Y	Y	Y	Y	Y	$1,455.03
JJW Services, Inc. d/b/a Accustaff, Inc.	Y		Y	Y	N	Y	Y	$1,302.75
Landrum Staffing Services, Inc.	Y		Y	Y	Y	Y	Y	No Bid
Spur Employment, Inc.	Y	Y	Y	Y	Y	Y	Y	Nor
Taylor Smith Consulting, LLC	Y		Y	Y	N	N	Y	$1,563.57
Bids Opened By: Paul Nobles, Purchasing Manager			**Date:** 6/12/2018		**Status:**			
Bids Tabulated By: Paul Nobles, Purchasing Manager			**Date:** 6/12/2018		**Recommendation to Award**			
Bids Witnessed By: Ramona Williams, Purchasing Specialist			**Date:** 6/12/2018		**CAR Date:** 7/9/2018		**BOCC Date:**	7/19/2018

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Lot 1 & Lot 3 - Blue Arbor / Lot 2 - JJW Services, Inc. d/b/a Accustaff

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: All totals listed are based on calculations using formulas contained in the solicitation. These are not representative of actual costs.
Spur Employment, Inc. was deemed non-responsive because they do not have an office in either Escambia County or Santa Rose County as required in the solicitation.

Posted: **6/14/18 2:00 PM** **Form Completed By:** **JDL**

Lot 2	Lot 3
$10,438.94	$23,071.13
$334.46	$739.20
$347.53	$987.78
$326.63	$952.88
No Bid	$802.73
n-Responsive	
$384.11	$848.93

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

TEMPORARY LABOR SERVICES FOR THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIFICATION NUMBER PD 17-18.055

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, JUNE 12, 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 **11:00 AM CDT, May 31, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local

business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.
In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) **Notice:**

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) **Waiver of the Application of Local Preference:**

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) **Limitations:**

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) **Penalties:**

1. **Misrepresentation:**

   A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract

or upon completion of the contract, whichever is greater.

2. **Failure to Maintain Local Business Preference Qualifications:**

   Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. **Lack of Good Faith:**

   The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
TEMPORARY LABOR SERVICES FOR THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIFICATION PD 17-18.055

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.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- 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.

TEMPORARY LABOR SERVICES FOR THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PD 17-18.055

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form * (Contained in Excel spreadsheet)	
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 **	
List of General Terms and Conditions (Incorporated by Reference)	
Special Terms and Conditions	
Exhibits A, B, C, & D	
Worker's Comp Codes	3

IMPORTANT NOTICE

THE BID FORM FOR THIS SOLICITATION IS NOW LOCATED ON THE ATTACHED EXCEL SPREADSHEET:
"*PD 17-18.055 BID FORM*"

BIDDERS ARE REQUIRED TO COMPLETE THE BID FORM ON THE SPREADSHEET AND PRINT IT FOR SIGNATURE.

THE PRINTED BID FORM MUST BE SUBMITTED WITH AN ORIGINAL SIGNATURE OR THE BID WILL NOT BE ACCEPTED.

THE EXCEL SPREADSHEET MUST BE COMPLETED AND SUBMITTED VIA ELECTRONIC FORMAT (CD OR FLASH DRIVE)

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number

_____

Occupational License # _____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

Cell Phone: _____

E-Mail: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County Board of County Commissioners
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person

controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____, 20_____.
Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____
My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____
(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____
Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the County shall affix his signature hereto, and this shall then constitute a written Agreement between parties. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose Any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities

The following General Terms and Conditions are incorporated by reference (Continued)

19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submits a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.055, "Temporary Labor Services for the Escambia County Board of County Commissioners", Name of Submitting Firm, Date and Time Due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. **Definitions**

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Scope of Work**

CONTRACT EFFECTIVE: Upon Award with implementation no later than July 1, 2018.

The purpose of this Invitation to Bid is to solicit sealed bids for a fixed-price contract to furnish, as required, for the Escambia County Board of County Commissioners (BCC), herein noticed as "County":

- **Lot 1** – Provide temporary labor services throughout Escambia County, FL
- **Lot 2** – Provide full- and part-time personnel for toll collector positions for the Bob Sikes Toll Plaza, located in Pensacola Beach, FL.
- **Lot 3** – Provide personnel services for the Escambia County Youth Employment Program (ECYEP) (Lot 3 will be activated beginning in fiscal year 2018-2019)

Vendor shall provide the County the services of the Vendor's employees, hereinafter referred to as "Assigned Employees."

Vendor shall assume responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Assigned Employees with respect to compensation that Vendor has agreed to pay.

Vendor shall certify I-9 forms and verify eligibility to work through the E-verify program for all employees assigned to the County.

The Vendor shall offer to all eligible Assigned Employees who perform work for the County, health care coverage that meets the minimum requirement of the Patient Protection and Affordable Care Act and implementing regulations (collectively the "ACA"), including the market reform provisions, the minimum value requirements, and the affordability requirements of the ACA.

The Vendor will be deemed the common-law employer (within the meaning of 26 C.F.R. §31.3401© -(1)) of Contractor Assigned Employees.

Regardless of the foregoing, the parties nevertheless intend to satisfy the requirements of 29 C.F.R. §54.4980H – (4)(b)(2), under which an offer of group health plan coverage made by a temporary staffing firm is treated as an offer of coverage by an unrelated entity for purposes of Internal Revenue Code §4980H, provided that certain criteria are satisfied.

The Vendor shall charge the County a fee related to the Affordable Care Act (ACA), and will be billed per hour worked for each Assigned Employee. The Billable Rate Factor shown on the Bid Form should include any fees associated with compliance with all healthcare and ACA regulations in effect at the time of bid. On the primary Bid Form and in Vendor invoices, please show this fee as a separate line item so it can be acknowledged within the resulting agreement and invoice payments.

The Vendor shall perform necessary background checks and drug screenings on all Assigned Employees. At the County's request, the Vendor shall provide copies of any Assigned Employee's background check, which shall remain confidential.

Assignments will have a Not-to-Exceed (NTE) date determined based on the needs of the position. These assignments can be extended at one or two year intervals with the approval of the Human Resources Department. Assignments will not be made that will have a NTE date past the NTE date of the contract.

The Human Resources Department of the Board of County Commissioners will be the initial contact between the Agency, the County Division and the County's jobsite Supervisor.

The number and type of positions under this contract will vary from time-to-time. The minimum and maximum number of positions will vary based on the needs of the County. The positions that could require staffing at the initial stage of this period are listed in Exhibit "A". The County's 2017/2018 Pay Schedule (Exhibit "B") is to be used as a guideline and rates of pay may be higher or lower. The request for a temporary worker shall include the length of the assignment, the pay rate, the workers' compensation code, the job description, exempt/non-exempt status and details of the work assignment. The request form (Exhibit "F") will include the Worker's Compensation Classification however; the Agency will be

responsible for verifying the accuracy of the Worker's Compensation Code prior to filling the order. Worker's Compensation Codes and Job Titles may be found in Exhibit "C". Job descriptions for positions listed in Exhibit "C" may be found on the County's website, www.myescambia.com. Should the County need a position that is not covered in this solicitation the billable rate will be determined by negotiations coordinated by the Human Resources Department with the Agency.

Escambia County will not be required to retain an Assigned Employee for a minimum amount of time. The County is not responsible for any benefits of Assigned Employees. The Agency shall complete the Agency Disclaimer (Exhibit "D") and return with Bid submittal.

A. The Vendor

The Vendor shall be required to adhere to the Drug Free Workplace Statement included in this solicitation. It will be required that the Vendor will complete the following for each Assigned Employee who will be assigned to the County:

1. **REQUIRED excluding ECYEP – (Cost associated with this section may <u>not</u> be billed to the County and these costs shall be incorporated in the billable rate factor.)**

   a) A minimum of a five-panel drug test (Drug test to be performed upon offer of assignment to the County – exception would be for any Assigned Employee transferring as a result of the award of this contract.)

   b) A criminal background check for the previous two-year period and any activity found is to be discussed with the County's supervisor. An Assigned Employee may be placed at the County subject to the results of the criminal background check.

   c) Minimum of two employment reference checks.

   d) Sexual Predator background check.

   The Agency may be required to conduct additional tests and background checks based on position requirements.

2. **ADDITIONAL - (At County's Request – <u>may be billed back to the County at cost</u>)**

   a) Education check, as required.

   b) Credit Check, if applicable. (For positions that handle money)

   c) A Division of Motor Vehicles background check, if applicable.

   d) DOT 5-panel drug test, as required.

All costs associated with additional tests, background checks (Items (b)1-4) or any other required information verification performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County. A copy of Agency's invoice associated with the tests or background checks will be required to be submitted with the Agency's invoice to the County.

3. Assigned Employees required to travel from Division to Division, to perform assigned work, may receive mileage reimbursement (with proper and approved documentation) at the current County rate.

4. Assigned Employees assigned to the County and will be handling money, shall be bonded prior to their assignment to the County. ECYEP Assigned Employees shall not be handling money and are therefore excluded from this requirement.

   For employees handling money, the Agency shall procure, at its own expense, bonds (or other security) and insurance acceptable to County as described herein and shall maintain such bonds (or other security and insurance in full force and effect throughout the Term in the manner specified herein. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida. Failure to maintain the requisite bonds or insurance in place through the Term hereof shall be an Event of Default by Agency hereunder.

5. The Agency will maintain a local office within Escambia or Santa Rosa Counties and provide a dedicated Site Supervisor for all Assigned Employees assigned to this contract. The responsibilities of the Agency's Site Supervisor will include, but not be limited to, monthly meetings with Assigned Employees which include (excluding ECYEP Assigned Employees), safety training, orientation and/or training of the rules, regulations, and practices of the Agency and any other employee issues and concerns. The Agency's Site Supervisor will (excluding ECYEP Assigned Employees) discipline, counsel, evaluate performance, and terminate (when deemed necessary) the Assigned Employees. The Agency's Site Supervisor will work a minimum of twenty (20) hours a week, and be available to address Assigned Employee's concerns, questions, etc. each week. If the County should have a serious issue with the Agency's Assigned Employee, the Agency's Site Supervisor or other member of the Agency's management team must be able to visit the work site within 45 minutes of the request. Other site visits will be required when requested. The Agency's Site Supervisor will submit a quarterly report outlining their activities to Escambia County Human Resources including a current roster of those assigned to the County. The Agency will have provisions for someone in management/supervision to be available, if for any reason the Agency's Site Supervisor is unavailable. The time sheets will be electronically transmitted by the County's divisions on a weekly basis. The paychecks/stubs shall be delivered to each job site, on a weekly basis, by the Agency's Site Supervisor. The County will not provide compensation for the Agency's Site Supervisors' expenses.

The Agency's Site Supervisor will not be required to work on-site at County offices, nor will they be provided an office by the County.

6. All work will be subject to acceptance by the County, which will evaluate the Contractor's work for compliance with the Contract. The County's Contract Manager, or designee, will provide verbal and written communications to the Contractor referencing any and all problems or deficiencies with items of work as necessary. The Contractor will have a maximum of three (3) working days to correct identified problems. Unforeseen circumstances beyond the control of the Contractor, which delay compliance, will be considered at the discretion of the County.

7. All Assigned Employees shall abide by the safety guidelines in the County's Safety Policy Manual which may be found at www.myescambia.com under Risk Management.

8. The Agency shall provide any Personal Protective Equipment (PPE) and safety training required for the position. **All costs associated with Personal Protective Equipment shall be incorporated in the billable rate factor.**

9. All Assigned Employees shall be qualified for the position to which they are assigned, shall maintain high standards of personal grooming, and shall dress appropriately for the job.

10. The Vendor will ensure that no Assigned Employee is assigned to work at a County location where a relative of the employee is assigned. This requirement applies to all relatives of the Assigned Employees, either employed by the County or Vendor.

11. The Vendor will be responsible for all matters pertaining to the employment, benefits, compensation, discipline, and discharge of personnel provided by the Vendor. The Vendor will be an independent contractor of the County in performance of its duties herein. The Vendor's personnel performing services under the Contract will at all times be under the Vendor's direction and control and will be employees of the Vendor and not employees of Escambia County. The Vendor will pay all wages, salaries and other amounts due it's employees in connection with the Contract and will be responsible for all reports and obligations regarding such employees, including but not limited to Social Security Tax, Income Tax Withholding, Unemployment Compensation, Worker's Compensation, employee benefits and similar matters.

12. The Vendor's employees will follow the directions and instructions of the County's designated representative and will be subordinate to these individuals while on duty at the toll facility.

The County will provide the Vendor written documentation on employee

performance problems. The Vendor will be responsible for initiating corrective and progressive disciplinary action to the contracted employee. The Vendor will provide the County with written notification of action initiated.

13. Escambia County reserves the right to require the immediate removal, from the project, of any Vendor employee whom the County identifies as a potential threat to the health, safety, security or general well-being of the County customers, employees, agents or assets or whom the County determines does not meet the minimum performance requirements of the work. If such removal request of an employee occurs during the employee's regular shift, the Vendor, if directed by the County, will provide a replacement as soon as possible, but within two (2) hours.

    The County requests an employee's removal from this project, not their termination. Under no circumstances will the Vendor or its representatives inform the contracted employee that they are being terminated at the request of the County or any representative of the County. The Vendor will take full responsibility for termination of a contracted employee.

14. The Vendor will maintain employee shift reports and time records for review by the County. Employees will be required to record their shift starting and ending times and all rest or meal breaks Vendor provided prescribed forms or by use of an electronic timekeeping device.

15. If the Agency's employee is in an automobile accident, doing County business, the Agency will be responsible for the post-accident drug test at no additional cost to the County.

16. The Agency will be required to supply personnel that shall perform all required functions in a satisfactory manner. The County shall be the sole judge of satisfactory performance. The County may decline to accept any person provided by the Agency as soon as the County determines the person is not performing in a satisfactory manner. The County will be obligated to pay the agency for services rendered only until the time the Agency is notified that the performance is unsatisfactory. The Agency shall not be eligible to collect any fee if the County subsequently hires any person assigned to the County under this contract. Temporary assignments with the County will be a minimum of ninety (90) calendar days before the County will be eligible to hire an individual as a regular County employee. If the County refers the candidate for the assignment, the County may hire the individual at any time.

17. The Agency shall agree to supply an Assigned Employee to the County within a minimum of four (4) hours and a maximum of forty-eight (48) hours. Exceptions occur when departments elect to interview candidates and/or special recruitment activities are needed. The Agency will be notified at the time of request as to the time frame that the Assigned Employee will be required. If the Assigned Employee is a former County employee, the Agency shall contact the Escambia County Human Resources Department

for clearance before the Assigned Employee is assigned to the County.

18. County mandated Emergency Administrative Leave is for regular County employees only. Assigned Employees on assignment with the County are not required to work during a County mandated emergency. Assigned Employees requested and willing to work will be paid at their regular rate of pay for any hours worked.

19. Overtime hours are not normally allowed but if worked the FLSA guidelines will be followed according to the exempt or non-exempt status of the position.

20. The Agency will have all Assigned Employees sign a Temporary Employee Disclaimer (Exhibit "E") stating they are not an employee of the County and the County will not provide any benefits. A copy of this signed document will be sent to the County's Human Resources Department, prior to the start date of the Assigned Employee.

B. Invoicing

Invoices submitted in duplicate for employees to be paid should include, as a minimum, the following information: (1) Assigned Employee name, (2) classification or job title, (3) rate paid by the County, (4) purchase order number, (5) full amount of the employee(s) approved hours, with a copy of signed time sheet, and should be submitted separately for each Division. The Clerk of the Circuit Court, Accounts Payable, 221 Palafox Place, Pensacola, FL 32502, will provide payment upon receipt of the required documents.

C. Requesting an Assigned Employee

When requesting an Assigned Employee, the Departments and offices of the County will submit a completed "Request for Temporary Labor Service" form (Exhibit "F") to the Human Resources Department. The Human Resources Department will review and forward this request to the Agency. When an individual is selected by the Agency, the Agency will notify the County's Contract Administrator and the County's Work-Site Supervisor who will become the person of contact for the Assigned Employee, the County, and the Agency.

D. Bid Form

Column 3 for each Lot contained on the Bid Form provides an estimate for the number of employees needed by a department based on expected historical usage. This does not imply a minimum/maximum number of employees needed at any given time. Actual needs will vary by department.

E. Current Agreements

The current provider for Temporary Labor Services for Escambia County is Blue Arbor, Inc., and approximately $2.9M was paid on this contract from June, 2015 to

February, 2018.

The current provider for Toll Collection Services is Accustaff. The 2018 budget is listed at $410,000.00. It should be noted that while this is an estimate, the County will expand their duties with the new agreement therefore the cost to the staffing company should be reduced from the amount shown in historical data.

The current provider for Escambia County Youth Employment Program (ECYEP) is Landrum Staffing. This solicitation will not apply to Summer 2018 employment, only to youth employment following the end of the current program. The 2018 budget for this program is $300,150.00. Future engagements of this program should be similar in size and scope, and begin in the 2018-2019 fiscal year.

This solicitation should be awarded by July 5, 2018, with a fully executed agreement in place within 10 business days thereafter.

F. Billable Rate Factor

The Billable Rate Factor for all categories listed on the Bid Form is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug tests (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee PPE, and all other deductions and profits are to be included in this rate.

Example: $10.00 hourly pay rate **x** 1.33 (Billable Rate Factor) = $13.30 hourly bill rate

The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. **If the billable rate factor is not submitted in this format, the agency will be disqualified.**

All Billable Rate Factors noted below include the added fee for Affordable Care Act compliance.

The following are the Billable Rate Factors at the time the current contract was awarded for Temporary Labor Services:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	1.29
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	1.25
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	1.19

8810	Library (Library Clerk, Librarian, and other clerical positions)	N/A
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	1.26
9102	Park (Maintenance Worker, Technician)	1.26
9410	Municipal, Township, County or State Employee (Not Otherwise Classified – NOC) – (Engineer Project Coordinator, Engineer	1.24

The following are the Current Billable Rate Factors for 2018 for Toll Collector positions:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
8810	Toll Collection – Manager	1.33
8810	Toll Collection – Supervisor	1.47
8810	Toll Collection Staff	1.33

The following are the current Billable Rate Factors for 2018 for the Escambia County Youth Employment Program (ECYEP):

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
0035	Agriculture (plants/gardens)	1.5648
8810	Media Relations	1.5648
8810	Library	1.5648
8810	Natural Resources/Conservation	1.5648
8810	Clerical	1.5648
9102	Sports & Recreations (upkeep and prep)	1.5648
8292	Warehousing	1.5648
9015	Facilities Maintenance (Indoor & outdoor painting, general building maintenance as a helper)	1.5648
9015	Field Operations (assisting with monitoring neighborhood blight, environmental needs)	1.5648
9063	Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities)	1.5648
9410	Risk Analyst Assistant (assisting with the preparation of training materials for staff presentation' assisting with building inspections for safety conditions; assisting staff with investigation of work-related injuries and preparing paperwork associated with these duties)	1.5648
8831	Animal Services Assistant (assist in clerical capacity; preparing food for cats/dogs; general kennel cleaning; no working directly with animals)	1.5648
8810	Engineering Department Assistants (work with staff on transportation matters, planning, and zoning issues; all in a clerical capacity)	1.5648

G. Determination for Award

Bidders shall provide a Billable Rate Factor for each Lot and Worker's Comp Code listed on the Bid Form.

Award of the contract for each Lot will be based on the bidder with the lowest sum of **"Total $"** calculated in the following method:

Estimated Number of Employees * Expected Average Hourly Rate = Total $ By Comp Code

Total $ by Comp Code * Billable Rate Factor = **Total $**

The Billable Rate Factor should include any fees associated with compliance with all healthcare and Affordable Care Act (ACA) regulations in effect at the time of bid. On the primary Bid Form, please include what this fee is so it can be acknowledged within the resulting agreement.

The source of the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.

H. Toll Collection

Escambia County Transportation and Traffic Operations Division will oversee all day-to-day activities required to manage, supervise, maintain and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, determination of collector staffing and scheduling needs, money collection and storage, money handling and counting, deposit preparation and verification, toll accounting, deposit reconciliation and audits, facility security, and toll facility management.

In addition to furnishing all labor, previous agreements required Vendors to also provide associated materials such as office supplies, transportation, toll charges, support assistance, phone service, security and fire service, and incidentals necessary to manage toll collection. Per the agreement resulting from this solicitation, the Vendor will be required to furnish labor and the Public Works Department of Escambia County will be responsible for providing necessary tools and equipment required to operate toll collection duties.

1. Assigned Employee Duties

The toll plaza facility to be staffed in accordance with this plan consists of four (4) lanes at the toll plaza facility in conjunction with the required staff to operate the annual pass sales desk located within the SRIA main office building located at: 1 Via DeLuna Drive, Pensacola, Florida. The toll plaza facility located at 415 Pensacola Beach Blvd, Pensacola Beach, FL. with the administrative office located in lane # 4 at the Bob Sikes Toll Plaza, which is the western most lane of the plaza.

The level of personnel required for toll collection may be increased or

decreased, at any time, by the County under the following guidelines.

a) When an emergency condition exists that requires additional employees to handle emergency traffic conditions on a temporary basis, the Vendor will provide the additional employees as quickly as possible, but no later than two (2) hours after verbal notification to the Contractor by the County.

b) The Vendor will be responsible for providing replacement employees for scheduled Assigned Employees who fail to report to work or are otherwise unavailable. The Vendor is required to provide replacement toll collectors for the scheduled Assigned Employee who fails to report to work as quickly as possible, but no later than one (1) hour before the beginning of the scheduled shift, or at the beginning of the scheduled shift start time, if notified at least one (1) hour before the scheduled shift.

c) As a result of holidays, special events, changes in traffic patterns, or other operational requirements, the County may request the Vendor to provide expanded lane hours, whether by adding additional shifts using current Assigned Employees or by adding additional Assigned Employees as may be required to meet these changes. Such actions will be accomplished by means of a written authorization from the Contract Manager. Upon receipt of such request for additional employees, the Vendor will provide these additional Assigned Employees as soon as possible but no later than one (1) week following authorization by the County.

d) During emergencies or heavy traffic situation when an Assigned Employee fails to report to work, or as a result of an unfilled shift, the County may require another Assigned Employee from the off-going shift to remain on duty until the replacement employee arrives. Compensation for any such shift extension will be at the Contractor's hourly rate. Pursuant to b) above, overtime will not be approved in cases of employee failure to report to work.

2. Minimum Qualifications

Personnel provided by the Contractor for toll-collection assignments must meet the following minimum qualifications:

a) One (1) year of cash-handling experience on a computerized cashier system.

b) Possess a high school diploma or equivalent.

c) Demonstrate ability to speak, understand, and writing the English language proficiently.

d) Possess a valid Florida Driver's license and be insurable.

Additionally, the Assigned Employees must be capable of performing the following duties:

a) Accurately classify vehicles and collect proper toll amounts from motorists traveling through a toll lane, make proper change, and issue receipts to motorists.

b) Operate the County's toll collection equipment proficiently.

c) Represent the County in a courteous, friendly, professional, and helpful manner while dealing with Motorists. Speak and understand English proficiently to effectively communicate with motorists and respond to inquiries.

d) Accurately, thoroughly, and legibly complete operational reports reflecting toll lane activity, and prepare accurate cash deposit on all monies collected.

e) Safely travel by foot in toll lanes carrying up to twenty-five (25) pounds.

f) Perform other related duties as assigned by the supervisor.

3. Photo Identification, Name Tags, and Access Cards

The Vendor will provide each Assigned Employee with a photo identification badge to identify the individual as an employee of the Vendor. The Assigned Employee must have the identification badge with them while assigned to work at the toll facility.

4. Senior Level Manager and Communication

The Vendor will provide a senior level employee to act as the Vendor's manager during the term of the Contract, with authority to act on behalf of the Vendor in any matter related to the personnel assigned. The Vendor's manager and an alternate will speak, understand and write the English language and be available and on-call on a 24-hours-a-day basis during the term of the Contract.

The Vendor will provide emergency telephone numbers. The Vendor will respond to the County within thirty (30) minutes of initial contact (phone or text messages, etc.)

5. Tolls and Transportation

For the use of the toll facility, the Vendor will be required to pay toll charges, for passage of all vehicles, equipment and personnel at the standard rate applicable to the general public. Some employees are required to travel through the toll lanes to report to work at the toll facility. Vendor employees

will be required to pay all toll charges at any time they pass through a toll facility.

The County will require the Vendor to directly reimburse its toll collection employees for all toll charges the employees are required to pay that are directly related to work performed by the employees under this Contract, except tolls incurred when reporting to work.

These toll charges cannot be waived nor will they be reimbursed by the County. The cost of all toll charges will be presumed to have been included in the Contract hourly rate proposal. The hourly contracted rate offered by Vendor and accepted by the County is assumed to be all inclusive and will be the only avenue for payment to the Vendor.

6. **Orientation and Training**

a) **Training History and Records**

The Vendor will be required to maintain records on contracted employees' training history. The Vendor will provide these reports at the request of the County.

b) **Training Hours Compensation**

While Vendor employees are attending either initial or follow up County provided or mandated training, the County will pay for these hours at the contract hourly rate.

c) **Completion of Training**

Failure to successfully complete any training session will exclude the Vendor employee from being assigned to the project for the remainder of the Contract period.

d) **Verification of Hours Worked**

The Vendor will verify hours worked with the toll facility manager or supervisor weekly/ monthly, and contract will be paid as hours worked.

7. **COUNTY RESPONSIBILITIES**

a) **Supervisor of Operations**

Escambia County will be responsible for overseeing the day-to-day activities required to manage, supervise, and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, money collection and storage, deposit preparation and verification, operational reporting, toll accounting and audits, facility security and maintenance, and toll facility management.

b) **Staffing Requirements**

The County will provide contract administration functions and will establish and adjust toll collection staffing requirements. On-duty supervisors and managers at the toll facility locations will be responsible for contacting the Vendor to request additional personnel should the number of on-duty employees be inadequate at any time. Employees of the County will not be responsible for coordinating work schedules directly with the Vendor's toll collection employees.

c) **Performance Concerns**

The County will be responsible for notifying the Vendor of collector performance problems, including unacceptable cash variances and other violations of Escambia County procedures. Notification of individual collector performance concerns will be made in writing to the Vendor's Manager.

d) **Employee Uniforms**

The Vendor will provide uniforms to all Vendor toll collection personnel assigned to the Contract, which are subject to the approval of Escambia County. The Vendor will be responsible for informing contracted employees of any County uniform policies and procedures and to ensure uniforms are maintained in a presentable manner.

e) **Audit and Accounting Reports**

The Vendor shall provide the daily and monthly audit and accounting reports described above.

f) **Operations and Procedures Reporting and Manuals**

The Vendor shall develop in conjunction with the County, additional reporting procedures which the parties may determine would be of assistance and advisable in the provision of these services. Operations and procedures shall be set forth in manuals upon the request of Escambia County.

B. Escambia County Youth Employment Program (ECYEP)

Escambia County has determined that it is in the best interests of the health, welfare, and safety of the community for the County to develop the ECYEP.

The ECYEP will serve youth between the ages of sixteen (16) and twenty (20) years of age who reside in the County and whose total household income meets the 200% poverty level guidelines and will further provide these individuals with meaningful work experience.

3. <u>Fidelity Bond</u>

The County shall require the Vendor to furnish a fidelity bond to guarantee reimbursement

to the County for losses resulting from proven acts of dishonesty by contract employees who handle cash or are exposed to opportunities for theft. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida by the successful Offeror(s) before the Contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Procurement Questions**

Procurement questions may be directed to Jeffrey Lovingood, Purchasing Specialist, JDLovingood@myescambia.com. The last day for questions to be submitted for this solicitation is June 06, 2018, at 5:00 PM CDT.

5. **Bid Form**

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink, and signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, Conference room 11.407, 213 Palafox Place, Pensacola, FL 32502, May 31, 2018, at 11:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. **Notices**

All notices required to made pursuant to this solicitation or resulting agreement, by either party to the other shall be in writing and delivered by hand or by the United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

General Temporary Labor:
Ms. Janice Floyd
Human Resources
221 Palafox Place
Pensacola, FL 32502

Toll Collection Services:
Mr. David Forte
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Escambia County Youth Employment Program:
Ms. Tonya Gant
Escambia County Neighborhood and Human Services
221 Palafox Place
Pensacola, FL 32502

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 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. **Emergency Services**

The Vendor resulting from this solicitation includes services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

10. **Compliance with Governing Laws and Regulations**

The Offeror or Vendor 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.

11. **Contract Term/Renewal/Termination**

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

A. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

12. Pricing

All services 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.

13. Fair Labor Standards Act Exemption

The 2018 Florida minimum wage is $8.25 per hour, effective January 01, 2018. Florida law requires the Florida Department of Economic Opportunity to calculate a minimum wage rate each year. The annual calculation is based on the percentage increase in the federal Consumer Price Index for Urban Wage Earners and Clerical Workers in the South Region for a 12-month period.

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

Pursuant to enactment of such minimum wage increase by the U.S. Department of Labor under the Fair Labor Standards Act, the County shall take the following actions based upon a written request by the awarded Vendor:

A. Within five (5) working days from receipt of a written request by the Vendor, a Hearing may be scheduled if such request is in dispute. The Vendor may present documentation to support a request for a price modification based upon such minimum wage increase.

B. Should a Hearing be held, within five (5) working days after receipt of all pertinent documentation requested by the Hearing Officer or submitted by the Vendor, the County shall issue a final determination.

C. The County shall take appropriate and timely action to ensure all contractual documents reflect the decision of the Hearing Officer. Should an increase be approved, such action shall be effective the date of the approving decision. The County and the Vendor shall ensure all invoices submitted and received from that date forward shall reflect such increase.

14. 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 Vendor. Upon negotiation of the offer, execution and receipt of the change order, the Vendor shall commence performance of the work as specified.

The Vendor 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 Vendor 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.

15. Ordering – Issuing a PO in advance to initiate a temp labor request?

The County will issue release (purchase) orders against the contract on an as needed basis for the services listed on the Bid Form.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

The County reserves the right to award on an "all-or-none total" basis to one Offeror or to award on a "lot-by-lot" basis, whichever is in the best interest of and/or most advantageous to the County. For the purposes of this solicitation, a "lot" will be identified as any one of the three categories of staff needed: Temporary Labor Services, Toll Collectors, and Escambia County Youth Employment Program.

18. Protection of Property

The Vendor will protect from damage all property associated with, or which is in the vicinity of, or in any way affected by, the Vendor's work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of the Vendor, or its employees, agents or invitee, will be immediately repaired at the expense of the Vendor to a condition similar or equal to that existing before such damage occurred.

19. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the Vendor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the Vendor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the Vendor by the Office of Purchasing. Such termination may also result in suspension or debarment of the Vendor.

20. Termination (Public Records Request)

If the Vendor 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 Vendor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the Vendor and his surety, if any, seven (7) days written notice, during which period Vendor still fails to allow access, terminate the employment of

the Vendor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Vendor, and may finish the project by whatever method it may deem expedient. In such case, the Vendor 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 Vendor (excluding monies owed the Vendor for subcontract work.)

21. Quantity

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form. It is understood by all Offeror's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

22. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The Vendor 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 Vendor, 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 Vendor 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 Vendor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the Vendor'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 Vendor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Vendor'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 Vendor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Vendor or any other insurance of the Vendor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. **Workers Compensation Coverage**

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. **General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. **Employment Practices Liability Coverage**

Employment Practices liability coverage in the amount of $1,000,000.00, with Escambia County BCC endorsed as an additional insured.

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability and business auto policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4953

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

a) Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

b) 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.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Exhibit "A"

BCC PAY SCHEDULE
FY 2017/2018

	HOURLY					ANNUAL	
PAYGRADE	MINIMUM	ST QUARTIL	MIDPOINT	RD QUARTIL	MAXIMUM	MINIMUM	MAXMUM
A10	8.25	9.40	10.54	11.69	12.83	17,160.00	26,686.40
A11	10.20	11.85	13.51	15.16	16.81	21,216.00	34,964.80
A12	10.71	12.45	14.18	15.92	17.65	22,276.80	36,712.00
A13	11.25	13.07	14.89	16.71	18.53	23,400.00	38,542.40
B20	11.25	13.07	14.90	16.72	18.54	23,400.00	38,563.20
B211	12.49	15.36	18.23	21.10	23.97	25,979.20	49,857.60
B21	12.49	14.51	16.53	18.55	20.57	25,979.20	42,785.60
B21A	13.75	15.98	18.21	20.43	22.66	28,600.00	47,132.80
B22	14.54	16.90	19.26	21.61	23.97	30,243.20	49,857.60
B22A	15.12	17.57	20.01	22.46	24.90	31,449.60	51,792.00
B23	16.63	19.33	22.02	24.72	27.41	34,590.40	57,012.80
B31	17.96	20.87	23.79	26.70	29.61	37,356.80	61,588.80
B32	19.40	22.54	25.68	28.82	31.96	40,352.00	66,476.80
C41	20.75	24.11	27.48	30.84	34.20	43,160.00	71,136.00
C42	22.21	25.81	29.41	33.00	36.60	46,196.80	76,128.00
C42A	22.83	26.27	29.72	33.16	36.60	47,486.40	76,128.00
C43	23.76	27.61	31.46	35.31	39.16	49,420.80	81,452.80
C51	25.42	29.54	33.66	37.78	41.90	52,873.60	87,152.00
C52	27.21	31.62	36.02	40.43	44.83	56,596.80	93,246.40
C53	28.16	32.72	37.29	41.85	46.41	58,572.80	96,532.80
D61	29.12	33.84	38.55	43.27	47.98	60,569.60	99,798.40
D62	30.86	35.86	40.86	45.86	50.86	64,188.80	105,788.80
D63	32.71	38.01	43.31	48.60	53.90	68,036.80	112,112.00
D71	34.67	40.29	45.91	51.52	57.14	72,113.60	118,851.20
D72	36.76	42.71	48.67	54.62	60.57	76,460.80	125,985.60
E80	32.08	37.28	42.48	47.67	52.87	66,726.40	109,969.60
E81	38.96	45.27	51.58	57.89	64.20	81,036.80	133,536.00
E82	41.29	47.98	54.68	61.37	68.06	85,883.20	141,564.80
E83	43.78	50.87	57.96	65.05	72.14	91,062.40	150,051.20
E91	46.41	53.93	61.44	68.96	76.47	96,532.80	159,057.60
E92	49.19	57.16	65.13	73.09	81.06	102,315.20	168,604.80
F101	54.11	62.87	71.64	80.40	89.16	112,548.80	185,452.80
F102	59.51	69.15	78.80	88.44	98.08	123,780.80	204,006.40

Changed Minimum Wage to $8.25 effective January 1, 2018

Exhibit "B"

JAIL PAY SCHEDULE

FY 2017/2018

	HOURLY					ANNUAL	
DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
JA10	9.25	10.44	11.63	12.82	14.01	$19,240.00	$29,136.64
JA11	10.19	11.50	12.81	14.13	15.44	$21,195.20	$32,114.58
JA12	10.70	12.08	13.45	14.83	16.20	$22,256.00	$33,699.95
JA13	11.64	13.14	14.64	16.14	17.63	$24,211.20	$36,677.89
JB20	12.09	13.65	15.20	16.76	18.31	$25,147.20	$38,091.87
JB21	13.30	15.01	16.72	18.44	20.15	$27,664.00	$41,905.34
JB22	14.96	16.89	18.81	20.74	22.66	$31,116.80	$47,132.80
JB22A	15.71	17.73	19.75	21.77	23.79	$32,676.80	$49,489.44
JB22B	16.49	18.81	21.12	23.44	25.75	$34,299.20	$53,560.00
JB22C	17.32	19.55	21.78	24.01	26.23	$36,025.60	$54,566.93
JB23S	12.59	14.21	15.83	17.45	19.07	$26,187.20	$39,655.82
JB23T	15.11	17.05	18.99	20.93	22.88	$31,420.48	$47,582.70
JB23	16.63	18.76	20.90	23.03	25.16	$34,590.40	$52,338.83
JB23A	17.44	19.69	21.93	24.18	26.43	$36,275.20	$54,973.98
JB23B	18.32	20.68	23.03	25.39	27.75	$38,105.60	$57,716.26
JB23C	19.24	21.71	24.19	26.66	29.14	$40,019.20	$60,608.50
JB31	18.69	21.10	23.50	25.91	28.31	$38,875.20	$58,894.58
JB32	21.18	23.90	26.63	29.35	32.07	$44,054.40	$66,714.34
JC40	21.13	23.85	26.58	29.30	32.02	$43,950.40	$66,607.22
JC41	23.26	26.25	29.24	32.23	35.23	$48,380.80	$73,270.08
JC42	24.91	28.11	31.32	34.52	37.73	$51,812.80	$78,476.11
JC43	26.57	29.99	33.41	36.82	40.24	$55,265.60	$83,703.57
JC51	28.64	32.33	36.01	39.70	43.38	$59,571.20	$90,237.89
JC52	31.13	35.14	39.14	43.15	47.15	$64,750.40	$98,079.07
JD61	33.20	37.47	41.75	46.02	50.29	$69,056.00	$104,613.39
JD62	34.86	39.35	43.83	48.32	52.81	$72,508.80	$109,840.85
JD63	36.52	41.22	45.92	50.61	55.31	$75,961.60	$115,046.88
JD71	38.60	43.57	48.53	53.50	58.46	$80,288.00	$121,602.62
JD72	41.09	46.37	51.66	56.94	62.22	$85,467.20	$129,422.38
JE81	43.16	48.71	54.27	59.82	65.37	$89,772.80	$135,978.13
JE82	44.82	50.58	56.35	62.11	67.88	$93,225.60	$141,184.16
JE83	46.47	52.45	58.43	64.41	70.39	$96,657.60	$146,411.62
JE91	48.55	54.80	61.04	67.29	73.53	$100,984.00	$152,945.94
JE92	51.03	57.60	64.17	70.73	77.30	$106,142.40	$160,787.12
JF101	55.12	62.21	69.30	76.39	83.48	$114,649.60	$173,641.52
JF102	60.63	68.43	76.23	84.03	91.83	$126,110.40	$191,016.38

No changes were made for FY 17/18

Exibit "C"

LIBRARY PAY SCHEDULE
FY 2017/2018

	HOURLY					ANNUAL	
PAYGRADE	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
GE-01	9.19	10.94	12.69	14.43	16.18	$19,115.00	$33,657.00
GE-02	9.66	11.50	13.33	15.17	17.01	$20,092.00	$35,371.00
GE-03	10.14	12.07	13.99	15.92	17.85	$21,091.00	$37,128.00
GE-04	10.65	12.68	14.70	16.73	18.76	$22,152.00	$39,013.00
GE-05	11.14	13.15	15.16	17.17	19.18	$23,171.00	$39,892.00
GE-06	11.48	13.61	15.74	17.87	20.00	$23,878.00	$41,606.00
GE-07	11.82	14.07	16.31	18.56	20.81	$24,585.00	$43,276.00
GE-08	12.26	14.51	16.76	19.01	21.26	$25,500.00	$44,220.00
GE-09	12.63	14.90	17.18	19.45	21.72	$26,270.00	$45,184.00
GE-10	13.00	15.41	17.82	20.23	22.64	$27,040.00	$47,091.00
GE-11	13.37	15.92	18.47	21.02	23.57	$27,809.00	$49,019.00
GE-12	13.72	16.33	18.95	21.56	24.17	$28,537.00	$50,283.00
GE-13	14.08	16.76	19.44	22.12	24.80	$29,286.00	$51,590.00
GE-14	14.50	17.26	20.02	22.78	25.53	$30,160.00	$53,111.00
GE-15	15.23	18.13	21.03	23.92	26.82	$31,678.00	$55,789.00
GE-16	16.00	19.04	22.08	25.12	28.16	$33,280.00	$58,574.00
GE-17	16.81	20.00	23.20	26.39	29.58	$34,964.00	$61,530.00
GE-18	17.65	21.01	24.36	27.72	31.08	$36,712.00	$64,637.00
GE-19	18.54	22.06	25.59	29.11	32.63	$38,563.00	$67,872.00
GE-20	19.48	23.18	26.88	30.58	34.28	$40,518.00	$71,300.00
GE-21	20.46	24.34	28.23	32.11	36.00	$42,556.00	$74,877.00
GE-22	20.86	24.82	28.78	32.74	36.70	$43,388.00	$76,334.00
GE-23	22.57	26.85	31.13	35.41	39.69	$46,945.00	$82,547.00

No changes were made for FY 17/18

Exhibit "D"

MEDICAL - JAIL PAY SCHEDULE

FY 2017/2018

		HOURLY					ANNUAL	
POSITION	DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
ARNP - Clinical	JD72	40.28	45.77	51.25	56.74	62.22	$83,782.40	$129,422.38
Medical Assistant	JA12	10.49	11.92	13.35	14.78	16.20	$21,819.20	$33,699.95
Dental Assistant	JB21	13.04	14.82	16.60	18.37	20.15	$27,123.20	$41,905.34
Pharmacy Tech	JA13	11.41	12.97	14.52	16.08	17.63	$23,732.80	$36,677.89

Refer to BCC pay scale for positions not listed

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code	Job Title	W/C Code
Accountant	8810	County Surveyor	8601
Accounting Assistant	8810	Court Liaison	7720
Accounting Manager	8810	Crim Just Prog Manager	8810
Accounting Technician	8810	Criminal Justice Spec I (Jail)	7720
Administrative Assistant (Jail Medical)	7720	Criminal Justice Spec I (All others)	8810
Administrative Assistant (Legal)	8820	Criminal Justice Spec II	8810
Administrative Assistant (All others)	8810	Custodial Mgr	9015
Administrative Officer	8810	Custodial Supv	9015
Administrative Officer I	8810	Custodial Worker	9015
Administrative Supervisor (Jail)	7720	Customer Service Technici	8810
Administrative Supervisor (All others)	8810	Customer Svs Associate	8810
Animal Control Comm Clerk	8831	Dental Assistant	7720
Animal Control Officer	8831	Dept Director II (Parks)	9102
Animal Control Supv	8831	Dept Director II (All others)	8810
Animal Services Manager	8831	Dept Director III (Public Safety)	7705
ARNP/Clinical Associate	7720	Dept Director III (All others)	8810
Asst Co Attorney (Cert)	8820	Deputy County Attorney	8820
Asst Co Attorney (Non-Cert)	8820	Deputy Division Manager	9410
Asst County Administrator	8810	Deputy Fire Chief	7704
Battalion Chief	7704	Deputy SOE For Admin	8810
BI Chief Construction Supv	9410	Detention Assistant	7720
BI Combination Inspector	9410	Detention Assistant	8810
BI Combination Supv	9410	Dev Program Mgr	8810
BI Construction Inspector	9410	Development Services Manager	8810
Billing Manager	8810	Director Of Mental Health	7720
Bldg Cd Enforce Officer	9410	Director's Aide	8810
Branch Director	8810	Division Manager (DCAT)	8601
Budget Analyst	8810	Division Manager (EMS)	7705
Budget Manager	8810	Division Manager (Marine Resources)	9410
Building Code Insp Supervisor	9410	Division Manager (Road Prison)	7720
Chief of Water Safety	7520	Division Manager (All others)	8810
Clerk I	8810	Dna Technician - Relief	7720
Clerk II	8810	Ec Mrk & Prom Coordinator	8810
Clerk III	8810	Election Specialist	8810
Clinical Nurse	7720	Elections Coordinator	8810
Clinical Nurse Coord	7720	Emer Comm Disp - Relief	8810
Comm & Media Relations Mgr	8810	Emer Medical Specialist	7705
Comm & Media Relations Spec	8810	Emer Medical Spec-Relief	7705
Comm Center Coordinator	9102	Emergency Comm Call Taker	8810
Commissioner	8810	Emergency Comm Dispatcher	8810
Commissioner's Aide	8810	Emergency Comm Division Mgr	8810
Compliance Coordinator	9410	Emergency Comm Supv	8810
Construction Inspector	9410	Emergency Ops Coordinator	8810
Construction Mgr	9410	Emergency Planning Coord	8810
Corrections Captain	7720	EMS Operations Mgr	7705
Corrections Financial Manager	8810	Ems Quality Specialist	7705
Corrections Lt	7720	Energy Manager	8810
Corrections Officer	7720	Engineering & Env Quality Mgr	8810
Corrections Officer - Work Release	7720	Eng Program Coordinator (Engineering)	9410
Corrections Sergeant	7720	Eng Program Coordinator (Office Staff)	8810
County Administrator	8810	Engineering Project Coord	9410
County Attorney	8820	Engineering Spec - Signal	5509

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code	Job Title	W/C Code
Engineering Specialist	5509	HR Manager	8810
Engineering Specialist (Office Staff)	8810	HR Supervisor - Employment	8810
Engineering Tech - Signal	5509	HR Supervisor - HRIS	8810
Engineering Tech (Transp & Drainage)	9410	Human Res Associate I	8810
Engineering Tech (All others)	8601	Human Res Associate II	8810
Environ Analyst (Term)	8720	Human Resources Supv	8810
Environ Enforce Ofr	9410	Info Specialist - SOE	8810
Environ Enforce Supv	9410	Info Technology Coord	8810
Environmental Analyst	8720	Info Technology Spec	8810
Environmental Prog Mgr	8720	Info Technology Tech	8810
Environmental Tech	9015	IT Manager	8810
Environmental Tech (Waste Srvs)	6217	IT Network Analyst	8810
Equip Operator I	5509	IT Security Officer	8810
Equip Operator II (Waste Ops)	6217	IT Spec - Audio & Visual	8810
Equip Operator II (All others)	5509	It Voip Coordinator	8810
Equip Operator III (Waste Srvs)	6217	It Web Coordinator	8810
Equip Operator III (All others)	5509	Jail - EMT/Paramedic	7720
Equip Operator IV (Waste Srvs)	6217	Jail Admin Assistant	8810
Equip Operator IV (All others)	5509	Jail Corr Lieutenant	7720
Extension Agent I	8810	Jail Corrections Captain	7720
Extension Agent II	8810	Jail Corrections Officer	7720
Extension Agent III	8810	Jail Corrections Sergeant	7720
Extension Agent IV	8810	Jail Custodial Worker	7720
Field Supervisor-Rd	5509	Jail Office Support Asst	7720
Field Supervisor-Rd (SRI Public Works)	9410	Jail Program Coordinator	7720
Field Supervisor-SW (Waste Srvs)	9403	Kennel Supervisor	8831
Fire Captain	7704	Kennel Technician	8831
Fire Chief	7704	Landfill Ops Supv	9403
Fire Inspector	7704	Landfill Service Worker	9403
Fire Lieutenant	7704	Laundry Specialist	7720
Fire Marshall	7704	Laundry Worker	7720
Fire Public Educ Officer - Relief	7704	Law Librarian (Jail)	7720
Firefighter	7704	Law Librarian (All others)	8810
Firefighter - Relief	7704	Lead Animal Control Officer	8831
Fleet Maint Spec	8380	Lead Drafter/Eng Proj Coord	9410
Fleet Maint Supv (EMS)	8380	Lead Env Enforce Officer	9410
Fleet Maint Supv (Mass Transit)	8380	Lead Fleet Maint Tech	8380
Fleet Maint Supv (SRI Public Works)	8380	Lead Maintenance Tech (Parks)	9102
Fleet Maint Supv (Waste Srvs)	9403	Lead Maintenance Tech (SRI Public Works)	9410
Fleet Maint Tech (Mosquito Srvs)	9402	Lead Power Equip Tech	8380
Fleet Maint Tech (All Others)	8380	Legal Admin Asst	8820
Fleet Maint Worker	8380	Legal Office Administrator	8820
Floodplain Program Manager	9410	Librarian	8810
Food Service Assistant	7720	Librarian - PT	8810
Food Service Supv	7720	Library Clerical Asst	8810
Forensic Jail Case Manager	7720	Library Computer Tech	8810
Frnsc Mntl Hlth Spec-Trm	8810	Library Director	8810
Fuel Distrib Assistant	8380	Library Info Specialist	8810
Fuel Distribution Supv	8380	Library Manager	8810
GIS Analyst	8810	Library Tech Spec - Courier	8810
GIS Technician	8810	Library Technician	8810
Health Services Manager	7720	Licensed Practical Nurse	7720
Housing Rehab Specialist	9410	Lifeguard	7520

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code	Job Title	W/C Code
Maintenance Shop Supv	5190	Senior Admin Officer I	8810
Maintenance Tech (Facilities)	9015	Senior Admin Officer II	8810
Maintenance Tech (Facilities - Electrical)	5190	Senior Budget Analyst	8810
Maintenance Tech (Library)	9015	Senior Kennel Technician	8831
Maintenance Tech (Mass Transit)	8380	Senior Librarian	8810
Maintenance Tech (Mass Transit/Grounds)	9102	Senior Lifeguard	7520
Maintenance Tech (Parks)	9102	Sr Assistant County Atty	8820
Maintenance Worker (Facilities)	9015	Sr Bldg Code Enf Officer	9410
Maintenance Worker (Mass Transit/Grounds)	9102	Sr Comm & Media Rel Spec	8810
Maintenance Worker (Parks)	9102	Sr Criminal Justice Spec	8810
Maintenance Worker (SRI Public Works)	5509	Sr Election Supp Asst	8810
Medical Assistant	7720	Sr Eng Proj Coordinator	9410
Medical Director	8832	Sr Natural Resources Mgr	8720
Medical Records Tech	8810	Sr Office Support Assist	8810
Medical Support Assistant	7720	Sr Purchasing Coordinator	8810
Mental Health Counselor	7720	Sr Urban Planner	8810
Mosqito Control Manager	8810	Storekeep/Warehouse Supv	8810
Mosquito Control Supv	9402	Stormwater Manager	9410
Mosquito Control Tech	9402	Strkpr/Wrhs Tech	8810
Network System Engineer I	8810	Strkpr/Wrhs Tech - Relief	8810
Office Support Assist	8810	Student Assistant	8810
Paramedic Supervisor	7705	Supervisor of Elections	8810
Pharmacy Tech	7720	Systems Analyst	8810
Plans Examiner	8810	Train/Outreach Coordinator - SOE	8810
Power Equipment Tech	8380	Transit Bus Operator	7382
Program Assistant	9015	Transit Cleaner	8380
Program Coordinator	8810	Transit Cleaner	8380
Program Mgr Fac Constr Maint	9015	Transit Customer Serv Rep	8810
Program Mgr R&B Const Maint	9410	Transit Customer Serv Supv	8810
Program Mgr-Parks	5509	Transit Fleet Maint Mgr	8380
Program Manger (SOE)	8810	Transit Fleet Maint Tech	8380
Program Manager (Traffic)	8601	Transit Fueler	8380
Program Manager (SRI Public Works)	9410	Transit Fueler	8380
Program Specialist - SOE	8810	Transit Maint Manager	8380
Prop Lien Program Coord	8810	Transit Manager	8810
Psychiatric Technician	7720	Transit Prog Mgr Ops	5509
Purchasing Associate	8810	Transit Prog Mgr Safety	9403
Purchasing Manager	8810	Transit PT Trolley Operator	7382
Purchasing Specialist	8810	Transit Supervisor (Mass Transit/Safety)	9403
Real Estate Aqcuis Manager	9410	Transit Supervisor (Mass Transit/Ops)	5509
Records Clerk	8810	Transp & Traffic Ops Mgr	9410
Recration Coordinator	9102	Urban Planner I	8810
Recreation Manager	9102	Urban Planner II	8810
Recycling Oper Manager	8810	Vet Technician	8831
Redeveloper I	8810	Veteran Affairs Officer	8810
Registered Nurse	7720	Veterinarian	8831
RESTORE Program Manager	8810	Video Production Spec	8810
Risk Analyst	8742	Warehouse Specialist - SOE	5191
Road Construct Spec	5509	Warehouse Worker	7720
Road Division Manager	5509	Water Qual Env Tech Grant	9015
Safe Neighborhoods Coordinator	8810	Water Quality Manager	8720
Safety Technician	9403	Workers Comp Specialist	8810

SOLICITATION, OFFER, AND BID FORM

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
or P.O. Box 1591, Pensacola, FL 32591-1591

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid
Temporary Labor Services for the Escambia County Board of County Commissioners
Solicitation Number PD 17-18.055

SOLICITATION

Mailing Date: May 21, 2018

Pre-Solicitation Conference: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502 at 10:00 AM CDT May 31, 2018

Offers Will Be Received Until: 2:00 PM CDT, June 12, 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 within two (2) business days after posting of the soliciation tabulation shall constitute a waiver of any protest relating to this soliciation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number: 56-1308931 **Terms of Payment**

Delivery Date will be 6/12/2018 **days after receipt of Purchase Order** net 30

Vendor Name: Blue Arbor, Inc.

Address: 913 Gulf Breeze Parkway Unit 29 **Bid Bond Attached**

City, State, Zip: Gulf Breeze, FL 32561 **$**

Phone: 252-514-5380 **Toll Free:** 800-633-9715

Fax: 252-638-5087 **Contact:** Lucine Moffett

Lucine Moffett, President
Name & Title of Person Authorized to Sign Offer

Lucine Moffett
* Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

BID FORM

Lot 1 – Temporary Employment Services	**$1,288.19**
Lot 2 – Toll Collector Positions	**$334.46**
Lot 3 – Escambia County Youth Employment Program	**$739.20**
Affordable Care Act Fee per Assigned Employee per Hour *(Notification only; Billable Rate Factor should include this fee.)*	**$0.10**

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	13	$10.71	$139.23	1.27	$176.82
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	6	$12.83	$76.98	1.25	$96.23
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	18	$10.91	$196.38	1.168	$229.37
8810	Library (Library Clerk, Librarian, and other clerical positions)	27	$9.74	$262.98	1.168	$307.16
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	17	$12.66	$215.22	1.238	$266.44
9102	Park (Maintenance Worker, Technician)	6	$11.81	$70.86	1.238	$87.72
9410	Municipal, Township, County or State Employee (Not Otherwise Classified – NOC) – (Engineer Project Coordinator, Engineer	6	$17.00	$102.00	1.22	$124.44

Total for Lot 1 – Temporary Employment Services **$1,288.19**

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
8810	Toll Collection - Manager	1	$19.05	$19.05	1.28	$24.38
8810	Toll Collection - Supervisor	4	$9.00	$36.00	1.28	$46.08
8810	Toll Collectors	25	$8.25	$206.25	1.28	$264.00

Total for Lot 2 – Toll Collector Positions **$334.46**

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
0035	Agriculture (plants/gardens)	1	$8.25	$8.25	1.28	$10.56
8810	Media Relations	1	$8.25	$8.25	1.28	$10.56
8810	Library	14	$8.25	$115.50	1.28	$147.84
8810	Natural Resources/Conservation	2	$8.25	$16.50	1.28	$21.12
8810	Clerical	27	$8.25	$222.75	1.28	$285.12
9102	Sports & Recreations (upkeep & prep)	5	$8.25	$41.25	1.28	$52.80
9102	Park Conservation (assisting staff with general grounds keeping and light repair of playground equipment)	1	$8.25	$8.25	1.28	$10.56
8292	Warehousing	1	$8.25	$8.25	1.28	$10.56
9015	Facilities Maintenance (painting/indoor & outdoor, general building maintenance as a helper)	7	$8.25	$57.75	1.28	$73.92
9015	Field Operations (assisting with monitoring neighborhood blight, environmental needs)	1	$8.25	$8.25	1.28	$10.56
9063	Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities)	2	$8.25	$16.50	1.28	$21.12
9410	Risk Analyst Assistant (assisting with the preparation of training materials for staff presentation; assisting with building inspections for safety conditions; assisting staff with investigation of work-related injuries and preparing paperwork associated with these duties)	2	$8.25	$16.50	1.28	$21.12

8831	Animal Services Assistant (assist in clerical capacity; preparing food for cats/dogs; general kennel cleaning; no working directly with animals)	5	$8.25	$41.25	1.28	$52.80
8810	Engineering Department Assistants (Work with staff on transportation matters, planning, and zoning issues; all in a clerical capacity)	1	$8.25	$8.25	1.28	$10.56
					Total for Lot 3 - ECYEP	**$739.20**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County Board of County Commissioners
(Print Name of Public Entity)

By Lucine Moffett, President
(Print Individual's Name and Title)

For Blue Arbor, Inc.
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:
P.O. Box 12780
New Bern, NC 28561

And (if applicable) its Federal Employer Identification Number (FEIN) is:
56-1308931

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.**

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with 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.

Lucina Moffett
Signature

Sworn to and subscribed before me this 7th day of June, 2018.
Personally known _____
OR produced Identification ✓m130539563580 Type of Identification: FLORIDA DRIVER LICENSE
Notary Public: State of NORTH CAROLINA
My Commission Expires: 01/28/2023

Yaddira Lopez Garcia
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

YADDIRA LOPEZ GARCIA NOTARY PUBLIC CRAVEN COUNTY, NC My Commission Expires 1-28-2023

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that Blue Arbor, Inc. 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:

__x__ 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

6/7/18
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: North Carolina
Name as spelled in that state: Blue Arbor, Inc.

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:
F05000000624

Does it use a registered fictitious name: Yes or (No)

Names of Officers:

President: Lucine Moffett
Vice President: Jaime Gossin
Director:
Other:

Secretary: Michael Moffett
Treasurer: Kelli Henthorn
Director:
Other:

Name of Corporation (As Used in Florida)

Blue Arbor, Inc.
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: P.O. Box 12780
City, State, Zip: New Bern, NC 28561

Street Address: 5413 Morton Road
City, State, Zip: New Bern, NC 28562

(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:
56-1308931
(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:
Jaime Gossin

E-Mail: jgossin@bluearbor.com **Telephone:** 910-297-3930
Facsimile: 252-638-5087

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

Lucine Moffett
Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

President

END

Verified by: _____ Date: _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 05/30/18 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
F05000000624

Occupational License # _____

Person to Contact Concerning This Bid:

Name: Lucine Moffett

Phone: 252-514-5380

E-Mail: lmoffett@bluearbor.com

Person to Contact for Emergency Service:

Name: Lucine Moffett

Phone: 252-638-3036

Cell Phone: 252-514-5380

E-Mail: lmoffett@bluearbor.com

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 30, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.055 Temporary Labor Services for Escambia County BCC

All:

You recently reviewed an Invitation to Bid regarding the above-mentioned specification.

This Addendum Number 1 provides for an update to the time listed for the non-mandatory pre-solicitation conference scheduled for tomorrow, May 31, 2018, in the Office of Purchasing. **The meeting is scheduled to begin at 11:00 AM CDT.**

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Blue Arbor, Inc.

JDL

State of Florida

Department of State

I certify the attached is a true and correct copy of the Amendment to the Application of a Foreign Corporation, filed on October 25, 2013, for TEMPORARY EMPLOYEE SERVICES, INC. which changed its name to BLUE ARBOR, INC., a North Carolina corporation authorized to transact business in Florida, as shown by the records of this office.

The document number of this corporation is F05000000624.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of October, 2013

Ken Detzner
Secretary of State

CR2EO22 (1-11)

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to Section 607.1504, F.S.)

SECTION I (1-3) Must be Completed)

Florida document number F05000000624.

1. Name of Corporation as it appears on the records of the Department of State:

   TEMPORARY EMPLOYEE SERVICES, INC.

2. Incorporated under laws of:

   NORTH CAROLINA

3. Date Authorized to do business in Florida:

   JANUARY 27, 2005

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 OCT 25 PM 12:

SECTION II (4-7) Complete Only the Applicable Changes)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of the corporation:

   JULY 8, 2013

5. Name of corporation after the amendment, adding suffix "corporation," company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation:

   BLUE ARBOR, INC.

If the new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida:

01519-105751 #81

NORTH CAROLINA
Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF AMENDMENT

OF

BLUE ARBOR, INC.

the original of which was filed in this office on the 8th day of July, 2013.

Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 25th day of September, 2013.

Elaine F. Marshall

Secretary of State

Certification# C201318900428-1 Reference# C201318900428-1 Page: 1 of 2
Verify this certificate online at www.secretary.state.nc.us/verification

C201318900428

SOSID: 0145983
Date Filed: 7/8/2013 1:48:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C201318900428

ARTICLES OF AMENDMENT
OF
TEMPORARY EMPLOYEE SERVICES, INC.

The undersigned corporation, pursuant to N.C.G.S. Chapter 55, hereby submits these Articles of Amendment for the purpose of amending its Articles of Incorporation:

1. The name of the corporation is **Temporary Employee Services, Inc.**

2. The following amendment to the Articles of Incorporation was duly adopted on the 11th day of June, 2013, in the manner prescribed by law:

   A. The name of the corporation is hereby amended to be **Blue Arbor, Inc.**

3. The Board of Directors unanimously recommended the amendment to the Shareholders

4. The Shareholders, after due and proper notice of special notice approved the amendment unanimously.

5. The amendment contained herein was adopted on the 11th day of June, 2013.

6. The corporation has only one class of stock and no voting groups.

7. The amendment contained herein is effective upon filing.

This the 11th day of June, 2013.

Blue Arbor, Inc.,
formerly known as **Temporary Employee Services, Inc.**

By: Lucine Moffett
Lucine Moffett, President

ATTEST:

Jaime L. Moffett
Jaime L. Moffett, Secretary

9\SERVER02\LSS\LSSDOCS\00031241.000.DOC

BUSINESS TAX RECEIPT
ESCAMBIA COUNTY, FL

SCOTT LUNSFORD
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES
SEPTEMBER 30, 2018

THE ISSUANCE OF THIS RECEIPT DOES NOT ENSURE COMPETENCY

2017 / 2018

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN THE BUSINESS, PROFESSION, OR OCCUPATION OF

EMPLOYMENT AGENCY
913 GULF BREEZE PKWY SUITE 29

Paid 09/21/2017 Receipt #109-17-00246341 3.00

ACCT NO. 608906 GROUP TYPE 47146 TOTAL 29.25

This business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

BLUE ARBOR INC
P O BOX 12780
NEW BERN, NC 28561

OWNER: MOFFETT LUCINE W

City of Gulf Breeze

2017
2018

BLUE ARBOR, INC.
#29 913 GULF BREEZE PKWY
GULF BREEZE, FL 32561

License No. 18-00003379
Issue Date 08/01/2017
Expiration 09/30/2018
Business ID 000002441

THIS CERTIFIES THAT **BLUE ARBOR, INC.**

has duly paid the Business Tax Receipt for the City of Gulf Breeze and is hereby entitled to carry on the following trade, pursuit, or occupation:

Description	Business Address	Fee
BUSINESS SERVICES	#29 913 GULF BREEZE PKWY	$50.00

THIS PERMIT MUST BE DISPLAYED IN A CONSPICUOUS PLACE

FLORIDA
BUSINESS TAX
RECEIPT

State of Florida

Woman Business Certification

Blue Arbor, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

07/28/2016 to 07/28/2018

Chad Poppell, Secretary
Florida Department of Management Services

office of supplier diversity

Blue Arbor, Inc.
5413 Morton Road P.O. Box 12780 New Bern, NC 28561
Toll Free: 800-633-9715
Phone: 252-638-3036 Fax 252-638-5087
E-mail: lmoffett@bluearbor.com

Proposal in Response to:

Specification Number PD 17-18.055
Temporary Labor Services for the Escambia County Board of County Commissioners

Due: June 12, 2018 - 2:00 pm CDT

Presented to:

Escambia County
Office of Purchasing, 2nd Floor, Room 11.101
Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502

June 8, 2018

Mr. Jeff Lovingood
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place
Pensacola, FL 32502

Dear Mr. Lovingood;

RE: Escambia County Specification Number **PD 17-18.055**
Temporary Labor Services for Escambia County BCC

Blue Arbor, Inc. is pleased to have the opportunity to submit a proposal to the Escambia County Board of County Commissioners for temporary staffing services throughout Escambia County along with toll collector positions and Escambia County Youth Employment Program. Not only do we have the qualifications, the experience and the strength of the Blue Arbor team to fulfill your employment needs, but we have the desire to exceed Escambia County's expectations.

Blue Arbor has offices in multiple states across the southeast, including three offices in North Carolina, and gulf coast offices in Gulf Breeze, Florida and Gulfport, Mississippi. In addition, we are set up on several military bases throughout the region.

Founded in 1981, Blue Arbor, Inc.:

- Is a women owned business
- Is a small business
- Has more than 37 years of experience
- Has an established office located in Gulf Breeze, Florida
- Is currently providing similar contract support services
- Has uniquely qualified employees to perform the required services

Blue Arbor has successfully provided staffing services to Escambia County for nine years, along with more than 2950 other clients including local businesses, national companies, government agencies and municipalities. Blue Arbor staffing services include: temporary staffing, temp-to-hire staffing, facility staffing and direct hire staffing. Placements consist of administrative, clerical, industrial, logistical and technical personnel, as well as general labor. Blue Arbor handles all aspects of placement including recruiting, interviewing, skills testing, background checks, work references, safety training, drug screening and orientation.

Blue Arbor is fully capable of providing the services requested and fulfilling all requirements of this contract. Jaime Gossin, Vice President of Blue Arbor, is actively involved in all aspects of Blue Arbor's business operations and sets high standards of performance for all staff members. Jaime oversees the implementation of contracts, ensures adequate staffing to meet the demands of the contract and assumes ultimate responsibility for the timely and accurate execution of all projects. Jaime's goal is to seamlessly fold in the additional toll collection and youth program staffing services required under this contract.

Upon notification of the re-bid contract award, Blue Arbor's designated Site Supervisor for Escambia County, Tracy Beach, will continue to service the temporary staffing for Escambia County and implement a customized staffing plan to accommodate the additional toll collection staffing and the youth program. Tracy will arrange to meet the appropriate staff members of the Human Resources Department of Escambia County to confirm the requirements of the re-bid contract and discuss any additional policies or procedures to ensure that Blue Arbor meets every need and request of the County.

The Site Supervisor will oversee all aspects of the day-to-day management of this contract and consult with the appointed Escambia County representatives regarding job descriptions and any new requirements and duties, according to the contract. The Site Supervisor will review and revise processes to ensure that the most effective and efficient results are obtained and will establish and maintain proper records of all directives, furnish usage reports as required and handle all personnel matters.

The Site Supervisor will personally provide proper orientation for each employee regarding job responsibilities and safety requirements. The Site Supervisor will also ensure the employee's full understanding of required adherence to all policies stipulated by the County. The Site Supervisor will oversee all of the day-to-day requirements of this contract including;

- Advertise and recruit candidates for vacant positions
- Assess skills and qualifications of all candidates for vacant positions
- Supervise completion of all new hire paperwork and tax forms for temporary employees
- Conduct background screening on all applicants
- Perform pre-employment drug testing on applicants, and random drug testing on assigned employees
- Provide appropriate orientation information and Blue Arbor safety training for temporary employees
- Ensure that ACA compliant health benefits are offered to all employees
- Discipline, council and evaluate assigned employees as needed
- Terminate, if necessary, assigned employees
- Collect temporary employees' time cards and submit to the corporate office for direct deposit payment
- Handle all paperwork/reporting and medical referrals as needed for any on-site work related accidents or injuries

- Maintain on-going communication and contact as required and necessary with the Escambia County Human Resources Department to ensure all temporary employment needs are met and all assigned employees are satisfactorily performing their designated duties
- Prepare and present regular and thorough reports as required by the contract
- Distribute badges and uniforms for toll collector positions

Each employee will be provided with a handbook that explains in detail all requirements and expectations and related job performance including:

- Expectations of work performance
- Health and Safety Issues
- Absenteeism and Tardiness
- Consequences of Misconduct
- Sexual Harassment Policies
- Drug and Alcohol Policies
- Worker's Compensation/work-related injuries
- Time reporting/compensation/direct deposit of paychecks
- Health Insurance Options, including an ACA compliant option
- Escambia County Temporary Employee Disclaimer

Both Jaime Gossin and Tracy Beach report directly to me, the President of Blue Arbor, and will receive the full support and cooperation of the entire Blue Arbor management team.

Blue Arbor will provide Escambia County with the same prompt, professional and superior service that has defined our company and drives our continued growth. Please do not hesitate to contact me should you have any questions regarding Blue Arbor's capabilities.

Sincerely,

Lucine Moffett

Lucine Moffett
President
Cell 252-514-5380
lmoffett@bluearbor.com

SOLICITATION, OFFER, AND BID FORM

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
or P.O. Box 1591, Pensacola, FL 32591-1591

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid
Temporary Labor Services for the Escambia County Board of County Commissioners
Solicitation Number PD 17-18.055

SOLICITATION

Mailing Date: May 21, 2018

Pre-Solicitation Conference: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502 at 10:00 AM CDT May 31, 2018

Offers Will Be Received Until: 2:00 PM CDT, June 12, 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 within two (2) business days after posting of the soliciation tabulation shall constitute a waiver of any protest relating to this soliciation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number:	52-2107466		**Terms of Payment**
Delivery Date will be	6/12/2018 **days after receipt of Purchase Order**		30 days
Vendor Name:	JJW Services DBA Accustaff, Inc.		
Address:	220 W Garden St, Suite 805		**Bid Bond Attached**
City, State, Zip:	Pensacola, FL 32502		$ 1000
Phone:	850-477-9915	**Toll Free:**	
Fax:	850-477-9781	**Contact:**	Julie Wells

Julie Wells, President
Name & Title of Person Authorized to Sign Offer

Julie D. Wells
*Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

BID FORM

Lot 1 – Temporary Employment Services	**$1,302.75**
Lot 2 – Toll Collector Positions	**$326.63**
Lot 3 – Escambia County Youth Employment Program	**$952.88**
Affordable Care Act Fee per Assigned Employee per Hour *(Notification only; Billable Rate Factor should include this fee.)*	**$0.29**

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	13	$10.71	$139.23	1.27	$176.82
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	6	$12.83	$76.98	1.25	$96.23
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	18	$10.91	$196.38	1.19	$233.69
8810	Library (Library Clerk, Librarian, and other clerical positions)	27	$9.74	$262.98	1.19	$312.95
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	17	$12.66	$215.22	1.25	$269.03
9102	Park (Maintenance Worker, Technician)	6	$11.81	$70.86	1.25	$88.58
9410	Municipal, Township, County or State Employee (Not Otherwise Classified – NOC) – (Engineer Project Coordinator, Engineer	6	$17.00	$102.00	1.23	$125.46

Total for Lot 1 – Temporary Employment Services **$1,302.75**

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
8810	Toll Collection - Manager	1	$19.05	$19.05	1.25	$23.81
8810	Toll Collection - Supervisor	4	$9.00	$36.00	1.25	$45.00
8810	Toll Collectors	25	$8.25	$206.25	1.25	$257.81

Total for Lot 2 – Toll Collector Positions **$326.63**

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $		
0035	Agriculture (plants/gardens)	1	$8.25	$8.25	1.65	$13.61		
8810	Media Relations	1	$8.25	$8.25	1.65	$13.61		
8810	Library	14	$8.25	$115.50	1.65	$190.58		
8810	Natural Resources/Conservation	2	$8.25	$16.50	1.65	$27.23		
8810	Clerical	27	$8.25	$222.75	1.65	$367.54		
9102	Sports & Recreations (upkeep & prep)	5	$8.25	$41.25	1.65	$68.06		
9102	Park Conservation (assisting staff with general grounds keeping and light repair of playground equipment)	1	$8.25	$8.25	1.65	$13.61		
8292	Warehousing	1	$8.25	$8.25	1.65	$13.61		
9015	Facilities Maintenance (painting/indoor & outdoor, general building maintenance as a helper)	7	$8.25	$57.75	1.65	$95.29		
9015	Field Operations (assisting with monitoring neighborhood blight, environmental needs)	1	$8.25	$8.25	1.65	$13.61		
9063	Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities)	2	$8.25	$16.50	1.65	$27.23		
9410	Risk Analyst Assistant (assisting with the preparation of training materials for staff presentation; assisting with building inspections for safety conditions; assisting staff with investigation of work-related injuries and preparing paperwork associated with these duties)	2	$8.25	$16.50	1.65	$27.23		
8831	Animal Services Assistant (assist in clerical capacity; preparing food for cats/dogs; general kennel cleaning; no working directly with animals)	5	$8.25	$41.25	1.65	$68.06		

8810	Engineering Department Assistants (Work with staff on transportation matters, planning, and zoning issues; all in a clerical capacity)	1	$8.25	$8.25	1.65	$13.61		
					Total for Lot 3 - ECYEP	**$952.88**		

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date _____ Addendum No._____ Date_____

Addendum No. 2 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
P98000033317

Occupational License # _____

Person to Contact Concerning This Bid:

Name: Tiffany Robinson

Phone: 850-477-9915

E-Mail: trobinson@accustaff.com

Person to Contact for Emergency Service:

Name: Tiffany Robinson

Phone: 850-477-9915

Cell Phone: 407-221-2708

E-Mail: trobinson@accustaff.com

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County Board of County Commissioners
(Print Name of Public Entity)

By Julie J. Wells, Owner
(Print Individual's Name and Title)

For JJW Services, Inc. DBA Accustaff
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:
220 W Garden St Suite 805
Pensacola FL 32502

And (if applicable) its Federal Employer Identification Number (FEIN) is:
52-2107466

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.

Julie J. Wells
Signature

Sworn to and subscribed before me this 12th day of June, 2018.
Personally known _____
OR produced identification ✓ Type of Identification: FLDL
Notary Public: State of Florida
My Commission Expires: Mar 10, 2020

Melinda McGehee
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

MELINDA MCGEHEE
Notary Public - State of Florida
Commission # FF 970101
My Comm. Expires Mar 10, 2020

MELINDA MCGEHEE
Notary Public - State of Florida
Commission # FF 970101
My Comm. Expires Mar 10, 2020

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that JJW Services Inc. DBA Accustaff 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

6-12-18
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:
P98000033317

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: Julie J. Wells
Vice President: _____
Director: _____
Other: _____
Secretary: _____
Treasurer: _____
Director: _____
Other: _____

Name of Corporation (As Used in Florida)

JJW Services, Inc.
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: 220 W Garden St suite 805
City, State, Zip: Pensacola, FL 32502

(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:
52-2107466
(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:
Tiffany Robinson

E-Mail: trobinson@accustaff.com **Telephone:** 850-477-9915
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:
Julie J. Wells
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:
Owner / President

END

Verified by: _____ Date: _____

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 30, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.055 Temporary Labor Services for Escambia County BCC

All:

You recently reviewed an Invitation to Bid regarding the above-mentioned specification.

This Addendum Number 1 provides for an update to the time listed for the non-mandatory pre-solicitation conference scheduled for tomorrow, May 31, 2018, in the Office of Purchasing. **The meeting is scheduled to begin at 11:00 AM CDT.**

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: Julie J. Allen

COMPANY: Accustaff, Inc.

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 11, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 17-18.055 Temporary Labor Services for Escambia County (FL) Board of County Commissioners

All:

You have recently obtained an Invitation to Bid for the above-mentioned specification.

This Addendum Number 2 provides for the updates which follow below and on the next page.

Question 1: Is a Bid Bond Required.
Answer 1: A Bid Bond **IS** required in the amount of $1,000.00. This ensures that the awarded firm will honor their bid.

Question 2: In the event of an emergency where temporary labor may be urgently needed, will it be possible to waive the need for background checks to expedite the process of providing staff?
Answer 2: This would require Board action and can only take place at the time of the event.

(Continued on the following page)

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: AccuSteff, Inc.

JDL

Question 3: Should one of the lots be awarded to a firm other than the current provider, will new background checks need to be performed?
Answer 3: Yes.

Question 4: We have been asked to clarify the "Control of Employees."
Answer 4: All "Assigned Employees" working for the County are considered to be under the control of the staffing firm. "Assigned Employees" are defined on page 10 of 35 of the solicitation. Additionally, the ACA fee is to be incorporated into the invoice to be paid by Escambia County, but it is up to the staffing firm as the employer to pay the fee as the government requires.

Question 5: We have been asked to clarify the PPE required for different roles:
Answer 5: The typical personal protective equipment (PPE) used by the County is as follows:

Reflective Safety Vest
Hard Hat
Safety Glasses
Leather gloves or Rubber gloves (depends on position)
Raincoats (reflective)
Steel-toed work boots or Safety Shoes (depends on position)
Steel-toed work boots w/steel shank (puncture resistant) for Solid Waste

Facilities, Natural Resources Management, Parks & Public Works (Beach) provides everything but the steel-toed work boots or safety shoes.

Public Works (Engineering) provides everything including the steel-toed boots.

Solid Waste currently provides no PPE, however, with the new contract they will be providing everything but the boots.

Question 6: Is timekeeping centralized?
Answer 6: Timekeeping is managed by each department within the County. The awarded firm(s) is responsible for coordinating with each department to understand what the department offers and coordinate getting that information into the staffing firm's information base in a timely manner.

Question 7: Will the County accept electronic payroll distribution for Assigned employees?
Answer 7: Yes.

Question 8: Information was requested regarding OSHA certification for certain Assisgned Employees, as well as the safety record.
Answer 8: At this time, this information is not yet available. The County does not believe that these issues will impact the prices contained in the bids and can be answered with the awarded firm(s) as that becomes necessary to finalize any agreement.

Question 9: The current agreement regarding toll collection requires the staffing agent to acquire the Sunpass transponders and load them with funds for paying tolls for staff performing work duties during their shift. The current agreement also requires Assigned Employees to pay any tolls required to arrive to/depart from their scheduled shift.

Answer 9: At this time, the County will **not** be changing this requirement.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

AGREEMENT FOR TEMPORARY LABOR SERVICES (PD 17-18.055)

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 Blue Arbor, Inc., a foreign for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 56-1308931, whose principal address is 5413 Morton Road, New Bern, NC 28562.

WITNESSETH:

WHEREAS, on May 21, 2018, the County issued an Invitation to Bidders (PD 17-18.055) seeking a contractor to provide temporary labor services for all departments of Escambia County (Lot 1), toll collector personnel for the Bob Sikes Bridge Toll Plaza (Lot 2), and personnel for the Escambia County Youth Employment Program (Lot 3); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services for Lot 1 and Lot 3; 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 contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for a term of one (1) year. Upon mutual agreement of the parties, this Agreement may be renewed for two additional twelve (12) month terms. The total duration of this Agreement, including the exercise of all options to renew/extend, shall not exceed the duration of three (3) years.

3. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services set forth in Escambia County's *Invitation to Bidders for Temporary Labor Services for Escambia County Board of County Commissioners, Specification No. P.D. 17-18.055*, attached hereto as **Exhibit A.** In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in accordance with the Fee Schedule, attached hereto as **Exhibit B.**

5. Purchase Orders. The County shall order services from the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The required services shall be described in detail and the applicable timeframe in which the services are required will be stated in the work order. No minimum quantity of work is guaranteed during the term of this Agreement, and only those services requested pursuant to a work order will be compensated.

6. Method of Payment/Billing. Contractor will request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services performed with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place, Suite 140
Pensacola, FL 32502

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

7. Termination. The County retains the right to immediately terminate this Agreement for cause, and the County may terminate the Agreement for convenience upon providing thirty (30) days written notice to Contractor. The Contractor may terminate this Agreement for cause upon providing thirty (30) days written notice to the County. In the event of termination by either party, the Contractor shall be paid for amounts due and owing for services rendered through the date of termination.

8. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor, its employees or agents, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the Contractor's duties hereunder. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to Escambia County's indemnification right under 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. During the term of this Agreement, Contractor shall procure and maintain, at its sole expense, the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
(c) Employment Practices Liability with $1,000,000 per occurrence minimum limit.
(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.
(e) Fidelity Bond with $1,000,000 per occurrence coverage limit.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

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. Escambia County shall also be the certificate holders.

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: Blue Arbor, Inc.
Attention: Lucine Moffett
5413 Morton Road
New Bern, NC 28562

To: Escambia County
Attention: County Administrator
221 Palafox Place
Pensacola, Florida 32502

With copy to:
PO Box 12780
New Bern, NC 28561

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 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. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

14. 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.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

18. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Witness

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONTRACTOR: BLUE ARBOR, INC.

_____
Corporate Secretary

[SEAL]

By: _____
Lucine Moffett, President

Date: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 7/25/18

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

TEMPORARY LABOR SERVICES FOR THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIFICATION NUMBER PD 17-18.055

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, JUNE 12, 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 **11:00 AM CDT, May 31, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

IMPORTANT NOTICE

THE BID FORM FOR THIS SOLICITATION IS NOW LOCATED ON THE ATTACHED EXCEL SPREADSHEET:
"*PD 17-18.055 BID FORM*"

BIDDERS ARE REQUIRED TO COMPLETE THE BID FORM ON THE SPREADSHEET AND PRINT IT FOR SIGNATURE.

THE PRINTED BID FORM MUST BE SUBMITTED WITH AN ORIGINAL SIGNATURE OR THE BID WILL NOT BE ACCEPTED.

THE EXCEL SPREADSHEET MUST BE COMPLETED AND SUBMITTED VIA ELECTRONIC FORMAT (CD OR FLASH DRIVE)

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the County shall affix his signature hereto, and this shall then constitute a written Agreement between parties. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose Any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities

The following General Terms and Conditions are incorporated by reference (Continued)

19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submits a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.055, "Temporary Labor Services for the Escambia County Board of County Commissioners", Name of Submitting Firm, Date and Time Due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. **Definitions**

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Scope of Work**

CONTRACT EFFECTIVE: Upon Award with implementation no later than July 1, 2018.

The purpose of this Invitation to Bid is to solicit sealed bids for a fixed-price contract to furnish, as required, for the Escambia County Board of County Commissioners (BCC), herein noticed as "County":

- **Lot 1** – Provide temporary labor services throughout Escambia County, FL
- **Lot 2** – Provide full- and part-time personnel for toll collector positions for the Bob Sikes Toll Plaza, located in Pensacola Beach, FL.
- **Lot 3** – Provide personnel services for the Escambia County Youth Employment Program (ECYEP) (Lot 3 will be activated beginning in fiscal year 2018-2019)

Vendor shall provide the County the services of the Vendor's employees, hereinafter referred to as "Assigned Employees."

Vendor shall assume responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Assigned Employees with respect to compensation that Vendor has agreed to pay.

Vendor shall certify I-9 forms and verify eligibility to work through the E-verify program for all employees assigned to the County.

The Vendor shall offer to all eligible Assigned Employees who perform work for the County, health care coverage that meets the minimum requirement of the Patient Protection and Affordable Care Act and implementing regulations (collectively the "ACA"), including the market reform provisions, the minimum value requirements, and the affordability requirements of the ACA.

The Vendor will be deemed the common-law employer (within the meaning of 26 C.F.R. §31.3401© -(1)) of Contractor Assigned Employees.

Regardless of the foregoing, the parties nevertheless intend to satisfy the requirements of 29 C.F.R. §54.4980H – (4)(b)(2), under which an offer of group health plan coverage made by a temporary staffing firm is treated as an offer of coverage by an unrelated entity for purposes of Internal Revenue Code §4980H, provided that certain criteria are satisfied.

The Vendor shall charge the County a fee related to the Affordable Care Act (ACA), and will be billed per hour worked for each Assigned Employee. The Billable Rate Factor shown on the Bid Form should include any fees associated with compliance with all healthcare and ACA regulations in effect at the time of bid. On the primary Bid Form and in Vendor invoices, please show this fee as a separate line item so it can be acknowledged within the resulting agreement and invoice payments.

The Vendor shall perform necessary background checks and drug screenings on all Assigned Employees. At the County's request, the Vendor shall provide copies of any Assigned Employee's background check, which shall remain confidential.

Assignments will have a Not-to-Exceed (NTE) date determined based on the needs of the position. These assignments can be extended at one or two year intervals with the approval of the Human Resources Department. Assignments will not be made that will have a NTE date past the NTE date of the contract.

The Human Resources Department of the Board of County Commissioners will be the initial contact between the Agency, the County Division and the County's jobsite Supervisor.

The number and type of positions under this contract will vary from time-to-time. The minimum and maximum number of positions will vary based on the needs of the County. The positions that could require staffing at the initial stage of this period are listed in Exhibit "A". The County's 2017/2018 Pay Schedule (Exhibit "B") is to be used as a guideline and rates of pay may be higher or lower. The request for a temporary worker shall include the length of the assignment, the pay rate, the workers' compensation code, the job description, exempt/non-exempt status and details of the work assignment. The request form (Exhibit "F") will include the Worker's Compensation Classification however; the Agency will be

responsible for verifying the accuracy of the Worker's Compensation Code prior to filling the order. Worker's Compensation Codes and Job Titles may be found in Exhibit "C". Job descriptions for positions listed in Exhibit "C" may be found on the County's website, www.myescambia.com. Should the County need a position that is not covered in this solicitation the billable rate will be determined by negotiations coordinated by the Human Resources Department with the Agency.

Escambia County will not be required to retain an Assigned Employee for a minimum amount of time. The County is not responsible for any benefits of Assigned Employees. The Agency shall complete the Agency Disclaimer (Exhibit "D") and return with Bid submittal.

A. The Vendor

The Vendor shall be required to adhere to the Drug Free Workplace Statement included in this solicitation. It will be required that the Vendor will complete the following for each Assigned Employee who will be assigned to the County:

1. **REQUIRED excluding ECYEP – (Cost associated with this section may <u>not</u> be billed to the County and these costs shall be incorporated in the billable rate factor.)**

   a) A minimum of a five-panel drug test (Drug test to be performed upon offer of assignment to the County – exception would be for any Assigned Employee transferring as a result of the award of this contract.)

   b) A criminal background check for the previous two-year period and any activity found is to be discussed with the County's supervisor. An Assigned Employee may be placed at the County subject to the results of the criminal background check.

   c) Minimum of two employment reference checks.

   d) Sexual Predator background check.

   The Agency may be required to conduct additional tests and background checks based on position requirements.

2. **ADDITIONAL - (At County's Request – <u>may be billed back to the County at cost</u>)**

   a) Education check, as required.

   b) Credit Check, if applicable. (For positions that handle money)

   c) A Division of Motor Vehicles background check, if applicable.

   d) DOT 5-panel drug test, as required.

All costs associated with <u>additional tests</u>, <u>background checks</u> (Items (b)1-4) or any other required information verification performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County. A copy of Agency's invoice associated with the tests or background checks will be required to be submitted with the Agency's invoice to the County.

3. Assigned Employees required to travel from Division to Division, to perform assigned work, may receive mileage reimbursement (with proper and approved documentation) at the current County rate.

4. Assigned Employees assigned to the County and will be handling money, shall be bonded prior to their assignment to the County. ECYEP Assigned Employees shall not be handling money and are therefore excluded from this requirement.

   For employees handling money, the Agency shall procure, at its own expense, bonds (or other security) and insurance acceptable to County as described herein and shall maintain such bonds (or other security and insurance in full force and effect throughout the Term in the manner specified herein. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida. Failure to maintain the requisite bonds or insurance in place through the Term hereof shall be an Event of Default by Agency hereunder.

5. The Agency will maintain a local office within Escambia or Santa Rosa Counties and provide a dedicated Site Supervisor for all Assigned Employees assigned to this contract. The responsibilities of the Agency's Site Supervisor will include, but not be limited to, monthly meetings with Assigned Employees which include (excluding ECYEP Assigned Employees), safety training, orientation and/or training of the rules, regulations, and practices of the Agency and any other employee issues and concerns. The Agency's Site Supervisor will (excluding ECYEP Assigned Employees) discipline, counsel, evaluate performance, and terminate (when deemed necessary) the Assigned Employees. The Agency's Site Supervisor will work a minimum of twenty (20) hours a week, and be available to address Assigned Employee's concerns, questions, etc. each week. If the County should have a serious issue with the Agency's Assigned Employee, the Agency's Site Supervisor or other member of the Agency's management team must be able to visit the work site within 45 minutes of the request. Other site visits will be required when requested. The Agency's Site Supervisor will submit a quarterly report outlining their activities to Escambia County Human Resources including a current roster of those assigned to the County. The Agency will have provisions for someone in management/supervision to be available, if for any reason the Agency's Site Supervisor is unavailable. The time sheets will be electronically transmitted by the County's divisions on a weekly basis. The paychecks/stubs shall be delivered to each job site, on a weekly basis, by the Agency's Site Supervisor. The County will not provide compensation for the Agency's Site Supervisors' expenses.

The Agency's Site Supervisor will not be required to work on-site at County offices, nor will they be provided an office by the County.

6. All work will be subject to acceptance by the County, which will evaluate the Contractor's work for compliance with the Contract. The County's Contract Manager, or designee, will provide verbal and written communications to the Contractor referencing any and all problems or deficiencies with items of work as necessary. The Contractor will have a maximum of three (3) working days to correct identified problems. Unforeseen circumstances beyond the control of the Contractor, which delay compliance, will be considered at the discretion of the County.

7. All Assigned Employees shall abide by the safety guidelines in the County's Safety Policy Manual which may be found at www.myescambia.com under Risk Management.

8. The Agency shall provide any Personal Protective Equipment (PPE) and safety training required for the position. **All costs associated with Personal Protective Equipment shall be incorporated in the billable rate factor.**

9. All Assigned Employees shall be qualified for the position to which they are assigned, shall maintain high standards of personal grooming, and shall dress appropriately for the job.

10. The Vendor will ensure that no Assigned Employee is assigned to work at a County location where a relative of the employee is assigned. This requirement applies to all relatives of the Assigned Employees, either employed by the County or Vendor.

11. The Vendor will be responsible for all matters pertaining to the employment, benefits, compensation, discipline, and discharge of personnel provided by the Vendor. The Vendor will be an independent contractor of the County in performance of its duties herein. The Vendor's personnel performing services under the Contract will at all times be under the Vendor's direction and control and will be employees of the Vendor and not employees of Escambia County. The Vendor will pay all wages, salaries and other amounts due it's employees in connection with the Contract and will be responsible for all reports and obligations regarding such employees, including but not limited to Social Security Tax, Income Tax Withholding, Unemployment Compensation, Worker's Compensation, employee benefits and similar matters.

12. The Vendor's employees will follow the directions and instructions of the County's designated representative and will be subordinate to these individuals while on duty at the toll facility.

The County will provide the Vendor written documentation on employee

performance problems. The Vendor will be responsible for initiating corrective and progressive disciplinary action to the contracted employee. The Vendor will provide the County with written notification of action initiated.

13. Escambia County reserves the right to require the immediate removal, from the project, of any Vendor employee whom the County identifies as a potential threat to the health, safety, security or general well-being of the County customers, employees, agents or assets or whom the County determines does not meet the minimum performance requirements of the work. If such removal request of an employee occurs during the employee's regular shift, the Vendor, if directed by the County, will provide a replacement as soon as possible, but within two (2) hours.

    The County requests an employee's removal from this project, not their termination. Under no circumstances will the Vendor or its representatives inform the contracted employee that they are being terminated at the request of the County or any representative of the County. The Vendor will take full responsibility for termination of a contracted employee.

14. The Vendor will maintain employee shift reports and time records for review by the County. Employees will be required to record their shift starting and ending times and all rest or meal breaks Vendor provided prescribed forms or by use of an electronic timekeeping device.

15. If the Agency's employee is in an automobile accident, doing County business, the Agency will be responsible for the post-accident drug test at no additional cost to the County.

16. The Agency will be required to supply personnel that shall perform all required functions in a satisfactory manner. The County shall be the sole judge of satisfactory performance. The County may decline to accept any person provided by the Agency as soon as the County determines the person is not performing in a satisfactory manner. The County will be obligated to pay the agency for services rendered only until the time the Agency is notified that the performance is unsatisfactory. The Agency shall not be eligible to collect any fee if the County subsequently hires any person assigned to the County under this contract. Temporary assignments with the County will be a minimum of ninety (90) calendar days before the County will be eligible to hire an individual as a regular County employee. If the County refers the candidate for the assignment, the County may hire the individual at any time.

17. The Agency shall agree to supply an Assigned Employee to the County within a minimum of four (4) hours and a maximum of forty-eight (48) hours. Exceptions occur when departments elect to interview candidates and/or special recruitment activities are needed. The Agency will be notified at the time of request as to the time frame that the Assigned Employee will be required. If the Assigned Employee is a former County employee, the Agency shall contact the Escambia County Human Resources Department

for clearance before the Assigned Employee is assigned to the County.

18. County mandated Emergency Administrative Leave is for regular County employees only. Assigned Employees on assignment with the County are not required to work during a County mandated emergency. Assigned Employees requested and willing to work will be paid at their regular rate of pay for any hours worked.

19. Overtime hours are not normally allowed but if worked the FLSA guidelines will be followed according to the exempt or non-exempt status of the position.

20. The Agency will have all Assigned Employees sign a Temporary Employee Disclaimer (Exhibit "E") stating they are not an employee of the County and the County will not provide any benefits. A copy of this signed document will be sent to the County's Human Resources Department, prior to the start date of the Assigned Employee.

B. Invoicing

Invoices submitted in duplicate for employees to be paid should include, as a minimum, the following information: (1) Assigned Employee name, (2) classification or job title, (3) rate paid by the County, (4) purchase order number, (5) full amount of the employee(s) approved hours, with a copy of signed time sheet, and should be submitted separately for each Division. The Clerk of the Circuit Court, Accounts Payable, 221 Palafox Place, Pensacola, FL 32502, will provide payment upon receipt of the required documents.

C. Requesting an Assigned Employee

When requesting an Assigned Employee, the Departments and offices of the County will submit a completed "Request for Temporary Labor Service" form (Exhibit "F") to the Human Resources Department. The Human Resources Department will review and forward this request to the Agency. When an individual is selected by the Agency, the Agency will notify the County's Contract Administrator and the County's Work-Site Supervisor who will become the person of contact for the Assigned Employee, the County, and the Agency.

D. Bid Form

Column 3 for each Lot contained on the Bid Form provides an estimate for the number of employees needed by a department based on expected historical usage. This does not imply a minimum/maximum number of employees needed at any given time. Actual needs will vary by department.

E. Current Agreements

The current provider for Temporary Labor Services for Escambia County is Blue Arbor, Inc., and approximately $2.9M was paid on this contract from June, 2015 to

February, 2018.

The current provider for Toll Collection Services is Accustaff. The 2018 budget is listed at $410,000.00. It should be noted that while this is an estimate, the County will expand their duties with the new agreement therefore the cost to the staffing company should be reduced from the amount shown in historical data.

The current provider for Escambia County Youth Employment Program (ECYEP) is Landrum Staffing. This solicitation will not apply to Summer 2018 employment, only to youth employment following the end of the current program. The 2018 budget for this program is $300,150.00. Future engagements of this program should be similar in size and scope, and begin in the 2018-2019 fiscal year.

This solicitation should be awarded by July 5, 2018, with a fully executed agreement in place within 10 business days thereafter.

F. **Billable Rate Factor**

The Billable Rate Factor for all categories listed on the Bid Form is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug tests (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee PPE, and all other deductions and profits are to be included in this rate.

Example: $10.00 hourly pay rate **x** 1.33 (Billable Rate Factor) = $13.30 hourly bill rate

The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. **If the billable rate factor is not submitted in this format, the agency will be disqualified.**

All Billable Rate Factors noted below include the added fee for Affordable Care Act compliance.

The following are the Billable Rate Factors at the time the current contract was awarded for Temporary Labor Services:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	1.29
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	1.25
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	1.19

8810	Library (Library Clerk, Librarian, and other clerical positions)	N/A
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	1.26
9102	Park (Maintenance Worker, Technician)	1.26
9410	Municipal, Township, County or State Employee (Not Otherwise Classified – NOC) – (Engineer Project Coordinator, Engineer	1.24

The following are the Current Billable Rate Factors for 2018 for Toll Collector positions:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
8810	Toll Collection – Manager	1.33
8810	Toll Collection – Supervisor	1.47
8810	Toll Collection Staff	1.33

The following are the current Billable Rate Factors for 2018 for the Escambia County Youth Employment Program (ECYEP):

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
0035	Agriculture (plants/gardens)	1.5648
8810	Media Relations	1.5648
8810	Library	1.5648
8810	Natural Resources/Conservation	1.5648
8810	Clerical	1.5648
9102	Sports & Recreations (upkeep and prep)	1.5648
8292	Warehousing	1.5648
9015	Facilities Maintenance (Indoor & outdoor painting, general building maintenance as a helper)	1.5648
9015	Field Operations (assisting with monitoring neighborhood blight, environmental needs)	1.5648
9063	Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities)	1.5648
9410	Risk Analyst Assistant (assisting with the preparation of training materials for staff presentation' assisting with building inspections for safety conditions; assisting staff with investigation of work-related injuries and preparing paperwork associated with these duties)	1.5648
8831	Animal Services Assistant (assist in clerical capacity; preparing food for cats/dogs; general kennel cleaning; no working directly with animals)	1.5648
8810	Engineering Department Assistants (work with staff on transportation matters, planning, and zoning issues; all in a clerical capacity)	1.5648

G. Determination for Award

Bidders shall provide a Billable Rate Factor for each Lot and Worker's Comp Code listed on the Bid Form.

Award of the contract for each Lot will be based on the bidder with the lowest sum of **"Total $"** calculated in the following method:

Estimated Number of Employees * Expected Average Hourly Rate = Total $ By Comp Code

Total $ by Comp Code * Billable Rate Factor = **Total $**

The Billable Rate Factor should include any fees associated with compliance with all healthcare and Affordable Care Act (ACA) regulations in effect at the time of bid. On the primary Bid Form, please include what this fee is so it can be acknowledged within the resulting agreement.

The source of the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.

H. Toll Collection

Escambia County Transportation and Traffic Operations Division will oversee all day-to-day activities required to manage, supervise, maintain and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, determination of collector staffing and scheduling needs, money collection and storage, money handling and counting, deposit preparation and verification, toll accounting, deposit reconciliation and audits, facility security, and toll facility management.

In addition to furnishing all labor, previous agreements required Vendors to also provide associated materials such as office supplies, transportation, toll charges, support assistance, phone service, security and fire service, and incidentals necessary to manage toll collection. Per the agreement resulting from this solicitation, the Vendor will be required to furnish labor and the Public Works Department of Escambia County will be responsible for providing necessary tools and equipment required to operate toll collection duties.

1. Assigned Employee Duties

The toll plaza facility to be staffed in accordance with this plan consists of four (4) lanes at the toll plaza facility in conjunction with the required staff to operate the annual pass sales desk located within the SRIA main office building located at: 1 Via DeLuna Drive, Pensacola, Florida. The toll plaza facility located at 415 Pensacola Beach Blvd, Pensacola Beach, FL. with the administrative office located in lane # 4 at the Bob Sikes Toll Plaza, which is the western most lane of the plaza.

The level of personnel required for toll collection may be increased or

decreased, at any time, by the County under the following guidelines.

a) When an emergency condition exists that requires additional employees to handle emergency traffic conditions on a temporary basis, the Vendor will provide the additional employees as quickly as possible, but no later than two (2) hours after verbal notification to the Contractor by the County.

b) The Vendor will be responsible for providing replacement employees for scheduled Assigned Employees who fail to report to work or are otherwise unavailable. The Vendor is required to provide replacement toll collectors for the scheduled Assigned Employee who fails to report to work as quickly as possible, but no later than one (1) hour before the beginning of the scheduled shift, or at the beginning of the scheduled shift start time, if notified at least one (1) hour before the scheduled shift.

c) As a result of holidays, special events, changes in traffic patterns, or other operational requirements, the County may request the Vendor to provide expanded lane hours, whether by adding additional shifts using current Assigned Employees or by adding additional Assigned Employees as may be required to meet these changes. Such actions will be accomplished by means of a written authorization from the Contract Manager. Upon receipt of such request for additional employees, the Vendor will provide these additional Assigned Employees as soon as possible but no later than one (1) week following authorization by the County.

d) During emergencies or heavy traffic situation when an Assigned Employee fails to report to work, or as a result of an unfilled shift, the County may require another Assigned Employee from the off-going shift to remain on duty until the replacement employee arrives. Compensation for any such shift extension will be at the Contractor's hourly rate. Pursuant to b) above, overtime will not be approved in cases of employee failure to report to work.

2. **Minimum Qualifications**

Personnel provided by the Contractor for toll-collection assignments must meet the following minimum qualifications:

a) One (1) year of cash-handling experience on a computerized cashier system.

b) Possess a high school diploma or equivalent.

c) Demonstrate ability to speak, understand, and writing the English language proficiently.

d) Possess a valid Florida Driver's license and be insurable.

Additionally, the Assigned Employees must be capable of performing the following duties:

a) Accurately classify vehicles and collect proper toll amounts from motorists traveling through a toll lane, make proper change, and issue receipts to motorists.

b) Operate the County's toll collection equipment proficiently.

c) Represent the County in a courteous, friendly, professional, and helpful manner while dealing with Motorists. Speak and understand English proficiently to effectively communicate with motorists and respond to inquiries.

d) Accurately, thoroughly, and legibly complete operational reports reflecting toll lane activity, and prepare accurate cash deposit on all monies collected.

e) Safely travel by foot in toll lanes carrying up to twenty-five (25) pounds.

f) Perform other related duties as assigned by the supervisor.

3. Photo Identification, Name Tags, and Access Cards

The Vendor will provide each Assigned Employee with a photo identification badge to identify the individual as an employee of the Vendor. The Assigned Employee must have the identification badge with them while assigned to work at the toll facility.

4. Senior Level Manager and Communication

The Vendor will provide a senior level employee to act as the Vendor's manager during the term of the Contract, with authority to act on behalf of the Vendor in any matter related to the personnel assigned. The Vendor's manager and an alternate will speak, understand and write the English language and be available and on-call on a 24-hours-a-day basis during the term of the Contract.

The Vendor will provide emergency telephone numbers. The Vendor will respond to the County within thirty (30) minutes of initial contact (phone or text messages, etc.)

5. Tolls and Transportation

For the use of the toll facility, the Vendor will be required to pay toll charges, for passage of all vehicles, equipment and personnel at the standard rate applicable to the general public. Some employees are required to travel through the toll lanes to report to work at the toll facility. Vendor employees

will be required to pay all toll charges at any time they pass through a toll facility.

The County will require the Vendor to directly reimburse its toll collection employees for all toll charges the employees are required to pay that are directly related to work performed by the employees under this Contract, except tolls incurred when reporting to work.

These toll charges cannot be waived nor will they be reimbursed by the County. The cost of all toll charges will be presumed to have been included in the Contract hourly rate proposal. The hourly contracted rate offered by Vendor and accepted by the County is assumed to be all inclusive and will be the only avenue for payment to the Vendor.

6. **Orientation and Training**

a) **Training History and Records**

The Vendor will be required to maintain records on contracted employees' training history. The Vendor will provide these reports at the request of the County.

b) **Training Hours Compensation**

While Vendor employees are attending either initial or follow up County provided or mandated training, the County will pay for these hours at the contract hourly rate.

c) **Completion of Training**

Failure to successfully complete any training session will exclude the Vendor employee from being assigned to the project for the remainder of the Contract period.

d) **Verification of Hours Worked**

The Vendor will verify hours worked with the toll facility manager or supervisor weekly/ monthly, and contract will be paid as hours worked.

7. **COUNTY RESPONSIBILITIES**

a) **Supervisor of Operations**

Escambia County will be responsible for overseeing the day-to-day activities required to manage, supervise, and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, money collection and storage, deposit preparation and verification, operational reporting, toll accounting and audits, facility security and maintenance, and toll facility management.

b) Staffing Requirements

The County will provide contract administration functions and will establish and adjust toll collection staffing requirements. On-duty supervisors and managers at the toll facility locations will be responsible for contacting the Vendor to request additional personnel should the number of on-duty employees be inadequate at any time. Employees of the County will not be responsible for coordinating work schedules directly with the Vendor's toll collection employees.

c) Performance Concerns

The County will be responsible for notifying the Vendor of collector performance problems, including unacceptable cash variances and other violations of Escambia County procedures. Notification of individual collector performance concerns will be made in writing to the Vendor's Manager.

d) Employee Uniforms

The Vendor will provide uniforms to all Vendor toll collection personnel assigned to the Contract, which are subject to the approval of Escambia County. The Vendor will be responsible for informing contracted employees of any County uniform policies and procedures and to ensure uniforms are maintained in a presentable manner.

e) Audit and Accounting Reports

The Vendor shall provide the daily and monthly audit and accounting reports described above.

f) Operations and Procedures Reporting and Manuals

The Vendor shall develop in conjunction with the County, additional reporting procedures which the parties may determine would be of assistance and advisable in the provision of these services. Operations and procedures shall be set forth in manuals upon the request of Escambia County.

B. Escambia County Youth Employment Program (ECYEP)

Escambia County has determined that it is in the best interests of the health, welfare, and safety of the community for the County to develop the ECYEP.

The ECYEP will serve youth between the ages of sixteen (16) and twenty (20) years of age who reside in the County and whose total household income meets the 200% poverty level guidelines and will further provide these individuals with meaningful work experience.

3. Fidelity Bond

The County shall require the Vendor to furnish a fidelity bond to guarantee reimbursement

to the County for losses resulting from proven acts of dishonesty by contract employees who handle cash or are exposed to opportunities for theft. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida by the successful Offeror(s) before the Contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Procurement Questions**

Procurement questions may be directed to Jeffrey Lovingood, Purchasing Specialist, JDLovingood@myescambia.com. The last day for questions to be submitted for this solicitation is June 06, 2018, at 5:00 PM CDT.

5. **Bid Form**

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink, and signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, Conference room 11.407, 213 Palafox Place, Pensacola, FL 32502, May 31, 2018, at 11:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. **Notices**

All notices required to made pursuant to this solicitation or resulting agreement, by either party to the other shall be in writing and delivered by hand or by the United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

General Temporary Labor:
Ms. Janice Floyd
Human Resources
221 Palafox Place
Pensacola, FL 32502

Toll Collection Services:
Mr. David Forte
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Escambia County Youth Employment Program:
Ms. Tonya Gant
Escambia County Neighborhood and Human Services
221 Palafox Place
Pensacola, FL 32502

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 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. **Emergency Services**

The Vendor resulting from this solicitation includes services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include all this information when returning your bid.

10. **Compliance with Governing Laws and Regulations**

The Offeror or Vendor 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.

11. **Contract Term/Renewal/Termination**

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

A. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

12. Pricing

All services 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.

13. Fair Labor Standards Act Exemption

The 2018 Florida minimum wage is $8.25 per hour, effective January 01, 2018. Florida law requires the Florida Department of Economic Opportunity to calculate a minimum wage rate each year. The annual calculation is based on the percentage increase in the federal Consumer Price Index for Urban Wage Earners and Clerical Workers in the South Region for a 12-month period.

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

Pursuant to enactment of such minimum wage increase by the U.S. Department of Labor under the Fair Labor Standards Act, the County shall take the following actions based upon a written request by the awarded Vendor:

A. Within five (5) working days from receipt of a written request by the Vendor, a Hearing may be scheduled if such request is in dispute. The Vendor may present documentation to support a request for a price modification based upon such minimum wage increase.

B. Should a Hearing be held, within five (5) working days after receipt of all pertinent documentation requested by the Hearing Officer or submitted by the Vendor, the County shall issue a final determination.

C. The County shall take appropriate and timely action to ensure all contractual documents reflect the decision of the Hearing Officer. Should an increase be approved, such action shall be effective the date of the approving decision. The County and the Vendor shall ensure all invoices submitted and received from that date forward shall reflect such increase.

14. 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 Vendor. Upon negotiation of the offer, execution and receipt of the change order, the Vendor shall commence performance of the work as specified.

The Vendor 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 Vendor 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.

15. Ordering – Issuing a PO in advance to initiate a temp labor request?

The County will issue release (purchase) orders against the contract on an as needed basis for the services listed on the Bid Form.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

The County reserves the right to award on an "all-or-none total" basis to one Offeror or to award on a "lot-by-lot" basis, whichever is in the best interest of and/or most advantageous to the County. For the purposes of this solicitation, a "lot" will be identified as any one of the three categories of staff needed: Temporary Labor Services, Toll Collectors, and Escambia County Youth Employment Program.

18. Protection of Property

The Vendor will protect from damage all property associated with, or which is in the vicinity of, or in any way affected by, the Vendor's work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of the Vendor, or its employees, agents or invitee, will be immediately repaired at the expense of the Vendor to a condition similar or equal to that existing before such damage occurred.

19. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the Vendor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the Vendor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the Vendor by the Office of Purchasing. Such termination may also result in suspension or debarment of the Vendor.

20. Termination (Public Records Request)

If the Vendor 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 Vendor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the Vendor and his surety, if any, seven (7) days written notice, during which period Vendor still fails to allow access, terminate the employment of

the Vendor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Vendor, and may finish the project by whatever method it may deem expedient. In such case, the Vendor 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 Vendor (excluding monies owed the Vendor for subcontract work.)

21. Quantity

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form. It is understood by all Offeror's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

22. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The Vendor 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 Vendor, 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 Vendor 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 Vendor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the Vendor'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 Vendor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Vendor'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 Vendor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Vendor or any other insurance of the Vendor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. **Workers Compensation Coverage**

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. **General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. **Employment Practices Liability Coverage**

Employment Practices liability coverage in the amount of $1,000,000.00, with Escambia County BCC endorsed as an additional insured.

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability and business auto policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4953

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. **Endorsements/Additional Insurance**

The County may require the following endorsements or additional types of insurance.

a) **Termination/Adverse Change Endorsement**

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

b) **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.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Exhibit "A"

BCC PAY SCHEDULE
FY 2017/2018

	HOURLY					ANNUAL	
PAYGRADE	MINIMUM	ST QUARTIL	MIDPOINT	RD QUARTIL	MAXIMUM	MINIMUM	MAXMUM
A10	8.25	9.40	10.54	11.69	12.83	17,160.00	26,686.40
A11	10.20	11.85	13.51	15.16	16.81	21,216.00	34,964.80
A12	10.71	12.45	14.18	15.92	17.65	22,276.80	36,712.00
A13	11.25	13.07	14.89	16.71	18.53	23,400.00	38,542.40
B20	11.25	13.07	14.90	16.72	18.54	23,400.00	38,563.20
B211	12.49	15.36	18.23	21.10	23.97	25,979.20	49,857.60
B21	12.49	14.51	16.53	18.55	20.57	25,979.20	42,785.60
B21A	13.75	15.98	18.21	20.43	22.66	28,600.00	47,132.80
B22	14.54	16.90	19.26	21.61	23.97	30,243.20	49,857.60
B22A	15.12	17.57	20.01	22.46	24.90	31,449.60	51,792.00
B23	16.63	19.33	22.02	24.72	27.41	34,590.40	57,012.80
B31	17.96	20.87	23.79	26.70	29.61	37,356.80	61,588.80
B32	19.40	22.54	25.68	28.82	31.96	40,352.00	66,476.80
C41	20.75	24.11	27.48	30.84	34.20	43,160.00	71,136.00
C42	22.21	25.81	29.41	33.00	36.60	46,196.80	76,128.00
C42A	22.83	26.27	29.72	33.16	36.60	47,486.40	76,128.00
C43	23.76	27.61	31.46	35.31	39.16	49,420.80	81,452.80
C51	25.42	29.54	33.66	37.78	41.90	52,873.60	87,152.00
C52	27.21	31.62	36.02	40.43	44.83	56,596.80	93,246.40
C53	28.16	32.72	37.29	41.85	46.41	58,572.80	96,532.80
D61	29.12	33.84	38.55	43.27	47.98	60,569.60	99,798.40
D62	30.86	35.86	40.86	45.86	50.86	64,188.80	105,788.80
D63	32.71	38.01	43.31	48.60	53.90	68,036.80	112,112.00
D71	34.67	40.29	45.91	51.52	57.14	72,113.60	118,851.20
D72	36.76	42.71	48.67	54.62	60.57	76,460.80	125,985.60
E80	32.08	37.28	42.48	47.67	52.87	66,726.40	109,969.60
E81	38.96	45.27	51.58	57.89	64.20	81,036.80	133,536.00
E82	41.29	47.98	54.68	61.37	68.06	85,883.20	141,564.80
E83	43.78	50.87	57.96	65.05	72.14	91,062.40	150,051.20
E91	46.41	53.93	61.44	68.96	76.47	96,532.80	159,057.60
E92	49.19	57.16	65.13	73.09	81.06	102,315.20	168,604.80
F101	54.11	62.87	71.64	80.40	89.16	112,548.80	185,452.80
F102	59.51	69.15	78.80	88.44	98.08	123,780.80	204,006.40

Changed Minimum Wage to $8.25 effective January 1, 2018

Exhibit "B"

JAIL PAY SCHEDULE

FY 2017/2018

	HOURLY					ANNUAL	
DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
JA10	9.25	10.44	11.63	12.82	14.01	$19,240.00	$29,136.64
JA11	10.19	11.50	12.81	14.13	15.44	$21,195.20	$32,114.58
JA12	10.70	12.08	13.45	14.83	16.20	$22,256.00	$33,699.95
JA13	11.64	13.14	14.64	16.14	17.63	$24,211.20	$36,677.89
JB20	12.09	13.65	15.20	16.76	18.31	$25,147.20	$38,091.87
JB21	13.30	15.01	16.72	18.44	20.15	$27,664.00	$41,905.34
JB22	14.96	16.89	18.81	20.74	22.66	$31,116.80	$47,132.80
JB22A	15.71	17.73	19.75	21.77	23.79	$32,676.80	$49,489.44
JB22B	16.49	18.81	21.12	23.44	25.75	$34,299.20	$53,560.00
JB22C	17.32	19.55	21.78	24.01	26.23	$36,025.60	$54,566.93
JB23S	12.59	14.21	15.83	17.45	19.07	$26,187.20	$39,655.82
JB23T	15.11	17.05	18.99	20.93	22.88	$31,420.48	$47,582.70
JB23	16.63	18.76	20.90	23.03	25.16	$34,590.40	$52,338.83
JB23A	17.44	19.69	21.93	24.18	26.43	$36,275.20	$54,973.98
JB23B	18.32	20.68	23.03	25.39	27.75	$38,105.60	$57,716.26
JB23C	19.24	21.71	24.19	26.66	29.14	$40,019.20	$60,608.50
JB31	18.69	21.10	23.50	25.91	28.31	$38,875.20	$58,894.58
JB32	21.18	23.90	26.63	29.35	32.07	$44,054.40	$66,714.34
JC40	21.13	23.85	26.58	29.30	32.02	$43,950.40	$66,607.22
JC41	23.26	26.25	29.24	32.23	35.23	$48,380.80	$73,270.08
JC42	24.91	28.11	31.32	34.52	37.73	$51,812.80	$78,476.11
JC43	26.57	29.99	33.41	36.82	40.24	$55,265.60	$83,703.57
JC51	28.64	32.33	36.01	39.70	43.38	$59,571.20	$90,237.89
JC52	31.13	35.14	39.14	43.15	47.15	$64,750.40	$98,079.07
JD61	33.20	37.47	41.75	46.02	50.29	$69,056.00	$104,613.39
JD62	34.86	39.35	43.83	48.32	52.81	$72,508.80	$109,840.85
JD63	36.52	41.22	45.92	50.61	55.31	$75,961.60	$115,046.88
JD71	38.60	43.57	48.53	53.50	58.46	$80,288.00	$121,602.62
JD72	41.09	46.37	51.66	56.94	62.22	$85,467.20	$129,422.38
JE81	43.16	48.71	54.27	59.82	65.37	$89,772.80	$135,978.13
JE82	44.82	50.58	56.35	62.11	67.88	$93,225.60	$141,184.16
JE83	46.47	52.45	58.43	64.41	70.39	$96,657.60	$146,411.62
JE91	48.55	54.80	61.04	67.29	73.53	$100,984.00	$152,945.94
JE92	51.03	57.60	64.17	70.73	77.30	$106,142.40	$160,787.12
JF101	55.12	62.21	69.30	76.39	83.48	$114,649.60	$173,641.52
JF102	60.63	68.43	76.23	84.03	91.83	$126,110.40	$191,016.38

No changes were made for FY 17/18

Exibit "C"

LIBRARY PAY SCHEDULE

FY 2017/2018

	HOURLY					ANNUAL	
PAYGRADE	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
GE-01	9.19	10.94	12.69	14.43	16.18	$19,115.00	$33,657.00
GE-02	9.66	11.50	13.33	15.17	17.01	$20,092.00	$35,371.00
GE-03	10.14	12.07	13.99	15.92	17.85	$21,091.00	$37,128.00
GE-04	10.65	12.68	14.70	16.73	18.76	$22,152.00	$39,013.00
GE-05	11.14	13.15	15.16	17.17	19.18	$23,171.00	$39,892.00
GE-06	11.48	13.61	15.74	17.87	20.00	$23,878.00	$41,606.00
GE-07	11.82	14.07	16.31	18.56	20.81	$24,585.00	$43,276.00
GE-08	12.26	14.51	16.76	19.01	21.26	$25,500.00	$44,220.00
GE-09	12.63	14.90	17.18	19.45	21.72	$26,270.00	$45,184.00
GE-10	13.00	15.41	17.82	20.23	22.64	$27,040.00	$47,091.00
GE-11	13.37	15.92	18.47	21.02	23.57	$27,809.00	$49,019.00
GE-12	13.72	16.33	18.95	21.56	24.17	$28,537.00	$50,283.00
GE-13	14.08	16.76	19.44	22.12	24.80	$29,286.00	$51,590.00
GE-14	14.50	17.26	20.02	22.78	25.53	$30,160.00	$53,111.00
GE-15	15.23	18.13	21.03	23.92	26.82	$31,678.00	$55,789.00
GE-16	16.00	19.04	22.08	25.12	28.16	$33,280.00	$58,574.00
GE-17	16.81	20.00	23.20	26.39	29.58	$34,964.00	$61,530.00
GE-18	17.65	21.01	24.36	27.72	31.08	$36,712.00	$64,637.00
GE-19	18.54	22.06	25.59	29.11	32.63	$38,563.00	$67,872.00
GE-20	19.48	23.18	26.88	30.58	34.28	$40,518.00	$71,300.00
GE-21	20.46	24.34	28.23	32.11	36.00	$42,556.00	$74,877.00
GE-22	20.86	24.82	28.78	32.74	36.70	$43,388.00	$76,334.00
GE-23	22.57	26.85	31.13	35.41	39.69	$46,945.00	$82,547.00

No changes were made for FY 17/18

Exhibit "D"

MEDICAL - JAIL PAY SCHEDULE

FY 2017/2018

		HOURLY					ANNUAL	
POSITION	DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
ARNP - Clinical	JD72	40.28	45.77	51.25	56.74	62.22	$83,782.40	$129,422.38
Medical Assistant	JA12	10.49	11.92	13.35	14.78	16.20	$21,819.20	$33,699.95
Dental Assistant	JB21	13.04	14.82	16.60	18.37	20.15	$27,123.20	$41,905.34
Pharmacy Tech	JA13	11.41	12.97	14.52	16.08	17.63	$23,732.80	$36,677.89

Refer to BCC pay scale for positions not listed

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code	Job Title	W/C Code
Accountant	8810	County Surveyor	8601
Accounting Assistant	8810	Court Liaison	7720
Accounting Manager	8810	Crim Just Prog Manager	8810
Accounting Technician	8810	Criminal Justice Spec I (Jail)	7720
Administrative Assistant (Jail Medical)	7720	Criminal Justice Spec I (All others)	8810
Administrative Assistant (Legal)	8820	Criminal Justice Spec II	8810
Administrative Assistant (All others)	8810	Custodial Mgr	9015
Administrative Officer	8810	Custodial Supv	9015
Administrative Officer I	8810	Custodial Worker	9015
Administrative Supervisor (Jail)	7720	Customer Service Technici	8810
Administrative Supervisor (All others)	8810	Customer Svs Associate	8810
Animal Control Comm Clerk	8831	Dental Assistant	7720
Animal Control Officer	8831	Dept Director II (Parks)	9102
Animal Control Supv	8831	Dept Director II (All others)	8810
Animal Services Manager	8831	Dept Director III (Public Safety)	7705
ARNP/Clinical Associate	7720	Dept Director III (All others)	8810
Asst Co Attorney (Cert)	8820	Deputy County Attorney	8820
Asst Co Attorney (Non-Cert)	8820	Deputy Division Manager	9410
Asst County Administrator	8810	Deputy Fire Chief	7704
Battalion Chief	7704	Deputy SOE For Admin	8810
BI Chief Construction Supv	9410	Detention Assistant	7720
BI Combination Inspector	9410	Detention Assistant	8810
BI Combination Supv	9410	Dev Program Mgr	8810
BI Construction Inspector	9410	Development Services Manager	8810
Billing Manager	8810	Director Of Mental Health	7720
Bldg Cd Enforce Officer	9410	Director's Aide	8810
Branch Director	8810	Division Manager (DCAT)	8601
Budget Analyst	8810	Division Manager (EMS)	7705
Budget Manager	8810	Division Manager (Marine Resources)	9410
Building Code Insp Supervisor	9410	Division Manager (Road Prison)	7720
Chief of Water Safety	7520	Division Manager (All others)	8810
Clerk I	8810	Dna Technician - Relief	7720
Clerk II	8810	Ec Mrk & Prom Coordinator	8810
Clerk III	8810	Election Specialist	8810
Clinical Nurse	7720	Elections Coordinator	8810
Clinical Nurse Coord	7720	Emer Comm Disp - Relief	8810
Comm & Media Relations Mgr	8810	Emer Medical Specialist	7705
Comm & Media Relations Spec	8810	Emer Medical Spec-Relief	7705
Comm Center Coordinator	9102	Emergency Comm Call Taker	8810
Commissioner	8810	Emergency Comm Dispatcher	8810
Commissioner's Aide	8810	Emergency Comm Division Mgr	8810
Compliance Coordinator	9410	Emergency Comm Supv	8810
Construction Inspector	9410	Emergency Ops Coordinator	8810
Construction Mgr	9410	Emergency Planning Coord	8810
Corrections Captain	7720	EMS Operations Mgr	7705
Corrections Financial Manager	8810	Ems Quality Specialist	7705
Corrections Lt	7720	Energy Manager	8810
Corrections Officer	7720	Engineering & Env Quality Mgr	8810
Corrections Officer - Work Release	7720	Eng Program Coordinator (Engineering)	9410
Corrections Sergeant	7720	Eng Program Coordinator (Office Staff)	8810
County Administrator	8810	Engineering Project Coord	9410
County Attorney	8820	Engineering Spec - Signal	5509

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code	Job Title	W/C Code
Engineering Specialist	5509	HR Manager	8810
Engineering Specialist (Office Staff)	8810	HR Supervisor - Employment	8810
Engineering Tech - Signal	5509	HR Supervisor - HRIS	8810
Engineering Tech (Transp & Drainage)	9410	Human Res Associate I	8810
Engineering Tech (All others)	8601	Human Res Associate II	8810
Environ Analyst (Term)	8720	Human Resources Supv	8810
Environ Enforce Ofr	9410	Info Specialist - SOE	8810
Environ Enforce Supv	9410	Info Technology Coord	8810
Environmental Analyst	8720	Info Technology Spec	8810
Environmental Prog Mgr	8720	Info Technology Tech	8810
Environmental Tech	9015	IT Manager	8810
Environmental Tech (Waste Srvs)	6217	IT Network Analyst	8810
Equip Operator I	5509	IT Security Officer	8810
Equip Operator II (Waste Ops)	6217	IT Spec - Audio & Visual	8810
Equip Operator II (All others)	5509	It Voip Coordinator	8810
Equip Operator III (Waste Srvs)	6217	It Web Coordinator	8810
Equip Operator III (All others)	5509	Jail - EMT/Paramedic	7720
Equip Operator IV (Waste Srvs)	6217	Jail Admin Assistant	8810
Equip Operator IV (All others)	5509	Jail Corr Lieutenant	7720
Extension Agent I	8810	Jail Corrections Captain	7720
Extension Agent II	8810	Jail Corrections Officer	7720
Extension Agent III	8810	Jail Corrections Sergeant	7720
Extension Agent IV	8810	Jail Custodial Worker	7720
Field Supervisor-Rd	5509	Jail Office Support Asst	7720
Field Supervisor-Rd (SRI Public Works)	9410	Jail Program Coordinator	7720
Field Supervisor-SW (Waste Srvs)	9403	Kennel Supervisor	8831
Fire Captain	7704	Kennel Technician	8831
Fire Chief	7704	Landfill Ops Supv	9403
Fire Inspector	7704	Landfill Service Worker	9403
Fire Lieutenant	7704	Laundry Specialist	7720
Fire Marshall	7704	Laundry Worker	7720
Fire Public Educ Officer - Relief	7704	Law Librarian (Jail)	7720
Firefighter	7704	Law Librarian (All others)	8810
Firefighter - Relief	7704	Lead Animal Control Officer	8831
Fleet Maint Spec	8380	Lead Drafter/Eng Proj Coord	9410
Fleet Maint Supv (EMS)	8380	Lead Env Enforce Officer	9410
Fleet Maint Supv (Mass Transit)	8380	Lead Fleet Maint Tech	8380
Fleet Maint Supv (SRI Public Works)	8380	Lead Maintenance Tech (Parks)	9102
Fleet Maint Supv (Waste Srvs)	9403	Lead Maintenance Tech (SRI Public Works)	9410
Fleet Maint Tech (Mosquito Srvs)	9402	Lead Power Equip Tech	8380
Fleet Maint Tech (All Others)	8380	Legal Admin Asst	8820
Fleet Maint Worker	8380	Legal Office Administrator	8820
Floodplain Program Manager	9410	Librarian	8810
Food Service Assistant	7720	Librarian - PT	8810
Food Service Supv	7720	Library Clerical Asst	8810
Forensic Jail Case Manager	7720	Library Computer Tech	8810
Frnsc Mntl Hlth Spec-Trm	8810	Library Director	8810
Fuel Distrib Assistant	8380	Library Info Specialist	8810
Fuel Distribution Supv	8380	Library Manager	8810
GIS Analyst	8810	Library Tech Spec - Courier	8810
GIS Technician	8810	Library Technician	8810
Health Services Manager	7720	Licensed Practical Nurse	7720
Housing Rehab Specialist	9410	Lifeguard	7520

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code	Job Title	W/C Code
Maintenance Shop Supv	5190	Senior Admin Officer I	8810
Maintenance Tech (Facilities)	9015	Senior Admin Officer II	8810
Maintenance Tech (Facilities - Electrical)	5190	Senior Budget Analyst	8810
Maintenance Tech (Library)	9015	Senior Kennel Technician	8831
Maintenance Tech (Mass Transit)	8380	Senior Librarian	8810
Maintenance Tech (Mass Transit/Grounds)	9102	Senior Lifeguard	7520
Maintenance Tech (Parks)	9102	Sr Assistant County Atty	8820
Maintenance Worker (Facilities)	9015	Sr Bldg Code Enf Officer	9410
Maintenance Worker (Mass Transit/Grounds)	9102	Sr Comm & Media Rel Spec	8810
Maintenance Worker (Parks)	9102	Sr Criminal Justice Spec	8810
Maintenance Worker (SRI Public Works)	5509	Sr Election Supp Asst	8810
Medical Assistant	7720	Sr Eng Proj Coordinator	9410
Medical Director	8832	Sr Natural Resources Mgr	8720
Medical Records Tech	8810	Sr Office Support Assist	8810
Medical Support Assistant	7720	Sr Purchasing Coordinator	8810
Mental Health Counselor	7720	Sr Urban Planner	8810
Mosqito Control Manager	8810	Storekeep/Warehouse Supv	8810
Mosquito Control Supv	9402	Stormwater Manager	9410
Mosquito Control Tech	9402	Strkpr/Wrhs Tech	8810
Network System Engineer I	8810	Strkpr/Wrhs Tech - Relief	8810
Office Support Assist	8810	Student Assistant	8810
Paramedic Supervisor	7705	Supervisor of Elections	8810
Pharmacy Tech	7720	Systems Analyst	8810
Plans Examiner	8810	Train/Outreach Coordinator - SOE	8810
Power Equipment Tech	8380	Transit Bus Operator	7382
Program Assistant	9015	Transit Cleaner	8380
Program Coordinator	8810	Transit Cleaner	8380
Program Mgr Fac Constr Maint	9015	Transit Customer Serv Rep	8810
Program Mgr R&B Const Maint	9410	Transit Customer Serv Supv	8810
Program Mgr-Parks	5509	Transit Fleet Maint Mgr	8380
Program Manger (SOE)	8810	Transit Fleet Maint Tech	8380
Program Manager (Traffic)	8601	Transit Fueler	8380
Program Manager (SRI Public Works)	9410	Transit Fueler	8380
Program Specialist - SOE	8810	Transit Maint Manager	8380
Prop Lien Program Coord	8810	Transit Manager	8810
Psychiatric Technician	7720	Transit Prog Mgr Ops	5509
Purchasing Associate	8810	Transit Prog Mgr Safety	9403
Purchasing Manager	8810	Transit PT Trolley Operator	7382
Purchasing Specialist	8810	Transit Supervisor (Mass Transit/Safety)	9403
Real Estate Aqcuis Manager	9410	Transit Supervisor (Mass Transit/Ops)	5509
Records Clerk	8810	Transp & Traffic Ops Mgr	9410
Recration Coordinator	9102	Urban Planner I	8810
Recreation Manager	9102	Urban Planner II	8810
Recycling Oper Manager	8810	Vet Technician	8831
Redeveloper I	8810	Veteran Affairs Officer	8810
Registered Nurse	7720	Veterinarian	8831
RESTORE Program Manager	8810	Video Production Spec	8810
Risk Analyst	8742	Warehouse Specialist - SOE	5191
Road Construct Spec	5509	Warehouse Worker	7720
Road Division Manager	5509	Water Qual Env Tech Grant	9015
Safe Neighborhoods Coordinator	8810	Water Quality Manager	8720
Safety Technician	9403	Workers Comp Specialist	8810

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 30, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.055 Temporary Labor Services for Escambia County BCC

All:

You recently reviewed an Invitation to Bid regarding the above-mentioned specification.

This Addendum Number 1 provides for an update to the time listed for the non-mandatory pre-solicitation conference scheduled for tomorrow, May 31, 2018, in the Office of Purchasing. **The meeting is scheduled to begin at 11:00 AM CDT.**

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 11, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 17-18.055 Temporary Labor Services for Escambia County (FL) Board of County Commissioners

All:

You have recently obtained an Invitation to Bid for the above-mentioned specification.

This Addendum Number 2 provides for the updates which follow below and on the next page.

Question 1: Is a Bid Bond Required.
Answer 1: A Bid Bond **IS** required in the amount of $1,000.00. This ensures that the awarded firm will honor their bid.

Question 2: In the event of an emergency where temporary labor may be urgently needed, will it be possible to waive the need for background checks to expedite the process of providing staff?
Answer 2: This would require Board action and can only take place at the time of the event.

(Continued on the following page)

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Question 9: The current agreement regarding toll collection requires the staffing agent to acquire the Sunpass transponders and load them with funds for paying tolls for staff performing work duties during their shift. The current agreement also requires Assigned Employees to pay any tolls required to arrive to/depart from their scheduled shift.

Answer 9: At this time, the County will **not** be changing this requirement.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

SOLICITATION, OFFER, AND BID FORM

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
or P.O. Box 1591, Pensacola, FL 32591-1591

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid
Temporary Labor Services for the Escambia County Board of County Commissioners
Solicitation Number PD 17-18.055

SOLICITATION

Mailing Date: May 21, 2018

Pre-Solicitation Conference: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502 at 10:00 AM CDT May 31, 2018

Offers Will Be Received Until: 2:00 PM CDT, June 12, 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 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 Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number:	56-1308931		**Terms of Payment**
Delivery Date will be	6/12/2018 **days after receipt of Purchase Order**		net 30
Vendor Name:	Blue Arbor, Inc.		
Address:	913 Gulf Breeze Parkway Unit 29		**Bid Bond Attached**
City, State, Zip:	Gulf Breeze, FL 32561		$
Phone:	252-514-5380	**Toll Free:**	800-633-9715
Fax:	252-638-5087	**Contact:**	Lucine Moffett

Lucine Moffett, President
Name & Title of Person Authorized to Sign Offer

Lucine Moffett
* Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

BID FORM

Lot 1 – Temporary Employment Services	**$1,288.19**
Lot 3 – Escambia County Youth Employment Program	**$739.20**
Affordable Care Act Fee per Assigned Employee per Hour *(Notification only; Billable Rate Factor should include this fee.)*	**$0.10**

EXHIBIT
tabbies
B
CAR 11-9

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	13	$10.71	$139.23	1.27	$176.82
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	6	$12.83	$76.98	1.25	$96.23
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	18	$10.91	$196.38	1.168	$229.37
8810	Library (Library Clerk, Librarian, and other clerical positions)	27	$9.74	$262.98	1.168	$307.16
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	17	$12.66	$215.22	1.238	$266.44
9102	Park (Maintenance Worker, Technician)	6	$11.81	$70.86	1.238	$87.72
9410	Municipal, Township, County or State Employee (Not Otherwise Classified – NOC) – (Engineer Project Coordinator, Engineer	6	$17.00	$102.00	1.22	$124.44

Total for Lot 1 – Temporary Employment Services **$1,288.19**

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
0035	Agriculture (plants/gardens)	1	$8.25	$8.25	1.28	$10.56
8810	Media Relations	1	$8.25	$8.25	1.28	$10.56
8810	Library	14	$8.25	$115.50	1.28	$147.84
8810	Natural Resources/Conservation	2	$8.25	$16.50	1.28	$21.12
8810	Clerical	27	$8.25	$222.75	1.28	$285.12
9102	Sports & Recreations (upkeep & prep)	5	$8.25	$41.25	1.28	$52.80
9102	Park Conservation (assisting staff with general grounds keeping and light repair of playground equipment)	1	$8.25	$8.25	1.28	$10.56
8292	Warehousing	1	$8.25	$8.25	1.28	$10.56
9015	Facilities Maintenance (painting/indoor & outdoor, general building maintenance as a helper)	7	$8.25	$57.75	1.28	$73.92
9015	Field Operations (assisting with monitoring neighborhood blight, environmental needs)	1	$8.25	$8.25	1.28	$10.56
9063	Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities)	2	$8.25	$16.50	1.28	$21.12
9410	Risk Analyst Assistant (assisting with the preparation of training materials for staff presentation; assisting with building inspections for safety conditions; assisting staff with investigation of work-related injuries and preparing paperwork associated with these duties)	2	$8.25	$16.50	1.28	$21.12

8831	Animal Services Assistant (assist in clerical capacity; preparing food for cats/dogs; general kennel cleaning; no working directly with animals)	5	$8.25	$41.25	1.28	$52.80
8810	Engineering Department Assistants (Work with staff on transportation matters, planning, and zoning issues; all in a clerical capacity)	1	$8.25	$8.25	1.28	$10.56
					Total for Lot 3 - ECYEP	**$739.20**

AGREEMENT FOR TEMPORARY LABOR SERVICES (PD 17-18.055)

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 JJW Services, Inc. D/B/A Accustaff, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 52-2107466, whose principal address is 220 West Garden Street, Suite 805, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, on May 21, 2018, the County issued an Invitation to Bidders (PD 17-18.055) seeking a contractor to provide temporary labor services for all departments of Escambia County (Lot 1), toll collector personnel for the Bob Sikes Bridge Toll Plaza (Lot 2), and personnel for the Escambia County Youth Employment Program (Lot 3); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services for Lot 2; 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 contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for a term of one (1) year. Upon mutual agreement of the parties, this Agreement may be renewed for two additional twelve (12) month terms. The total duration of this Agreement, including the exercise of all options to renew/extend, shall not exceed the duration of three (3) years.

3. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services set forth in Escambia County's *Invitation to Bidders for Temporary Labor Services for Escambia County Board of County Commissioners, Specification No. P.D. 17-18.055,* attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibits referenced herein and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in accordance with the Fee Schedule, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall order services from the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The required services shall be described in detail and the applicable timeframe in which the services are required will be stated in the work order. No minimum quantity of work is guaranteed during the term of this Agreement, and only those services requested pursuant to a work 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 services performed with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place, Suite 140
Pensacola, FL 32502

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

7. Termination. The County retains the right to immediately terminate this Agreement for cause, and the County may terminate the Agreement for convenience upon providing thirty (30) days written notice to Contractor. The Contractor may terminate this Agreement for cause upon providing ninety (90) days written notice to the County.

8. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor, its employees or agents, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the Contractor's duties hereunder. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to Escambia County's indemnification right under 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. During the term of this Agreement, Contractor shall procure and maintain, at its sole expense, the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
(c) Employment Practices Liability with $1,000,000 per occurrence minimum limit.
(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.
(e) Fidelity Bond with $1,000,000 per occurrence coverage limit.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 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.

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: JJW Services, Inc. D/B/A Accustaff, Inc.	To: Escambia County
Attention: Julie Wells	Attention: County Administrator
220 West Garden Street, Suite 805	221 Palafox Place
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.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and

surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

13. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

14. 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.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

18. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Witness

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONTRACTOR: JJW SERVICES, INC. D/B/A ACCUSTAFF, INC.

_____
Corporate Secretary

By: _____
Julie Wells, President

[SEAL]

Date: _____

Approved as to form and legal sufficiency.
By/Title: [signature]
Date: 4/23/18

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

TEMPORARY LABOR SERVICES FOR THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIFICATION NUMBER PD 17-18.055

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, JUNE 12, 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 **11:00 AM CDT, May 31, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

IMPORTANT NOTICE

THE BID FORM FOR THIS SOLICITATION IS NOW LOCATED ON THE ATTACHED EXCEL SPREADSHEET:
"*PD 17-18.055 BID FORM*"

BIDDERS ARE REQUIRED TO COMPLETE THE BID FORM ON THE SPREADSHEET AND PRINT IT FOR SIGNATURE.

THE PRINTED BID FORM MUST BE SUBMITTED WITH AN ORIGINAL SIGNATURE OR THE BID WILL NOT BE ACCEPTED.

THE EXCEL SPREADSHEET MUST BE COMPLETED AND SUBMITTED VIA ELECTRONIC FORMAT (CD OR FLASH DRIVE)

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the County shall affix his signature hereto, and this shall then constitute a written Agreement between parties. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose Any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities

The following General Terms and Conditions are incorporated by reference (Continued)

19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submits a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.055, "Temporary Labor Services for the Escambia County Board of County Commissioners", Name of Submitting Firm, Date and Time Due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. **Definitions**

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Scope of Work**

CONTRACT EFFECTIVE: Upon Award with implementation no later than July 1, 2018.

The purpose of this Invitation to Bid is to solicit sealed bids for a fixed-price contract to furnish, as required, for the Escambia County Board of County Commissioners (BCC), herein noticed as "County":

- **Lot 1** – Provide temporary labor services throughout Escambia County, FL
- **Lot 2** – Provide full- and part-time personnel for toll collector positions for the Bob Sikes Toll Plaza, located in Pensacola Beach, FL.
- **Lot 3** – Provide personnel services for the Escambia County Youth Employment Program (ECYEP) (Lot 3 will be activated beginning in fiscal year 2018-2019)

Vendor shall provide the County the services of the Vendor's employees, hereinafter referred to as "Assigned Employees."

Vendor shall assume responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Assigned Employees with respect to compensation that Vendor has agreed to pay.

Vendor shall certify I-9 forms and verify eligibility to work through the E-verify program for all employees assigned to the County.

The Vendor shall offer to all eligible Assigned Employees who perform work for the County, health care coverage that meets the minimum requirement of the Patient Protection and Affordable Care Act and implementing regulations (collectively the "ACA"), including the market reform provisions, the minimum value requirements, and the affordability requirements of the ACA.

The Vendor will be deemed the common-law employer (within the meaning of 26 C.F.R. §31.3401© -(1)) of Contractor Assigned Employees.

Regardless of the foregoing, the parties nevertheless intend to satisfy the requirements of 29 C.F.R. §54.4980H – (4)(b)(2), under which an offer of group health plan coverage made by a temporary staffing firm is treated as an offer of coverage by an unrelated entity for purposes of Internal Revenue Code §4980H, provided that certain criteria are satisfied.

The Vendor shall charge the County a fee related to the Affordable Care Act (ACA), and will be billed per hour worked for each Assigned Employee. The Billable Rate Factor shown on the Bid Form should include any fees associated with compliance with all healthcare and ACA regulations in effect at the time of bid. On the primary Bid Form and in Vendor invoices, please show this fee as a separate line item so it can be acknowledged within the resulting agreement and invoice payments.

The Vendor shall perform necessary background checks and drug screenings on all Assigned Employees. At the County's request, the Vendor shall provide copies of any Assigned Employee's background check, which shall remain confidential.

Assignments will have a Not-to-Exceed (NTE) date determined based on the needs of the position. These assignments can be extended at one or two year intervals with the approval of the Human Resources Department. Assignments will not be made that will have a NTE date past the NTE date of the contract.

The Human Resources Department of the Board of County Commissioners will be the initial contact between the Agency, the County Division and the County's jobsite Supervisor.

The number and type of positions under this contract will vary from time-to-time. The minimum and maximum number of positions will vary based on the needs of the County. The positions that could require staffing at the initial stage of this period are listed in Exhibit "A". The County's 2017/2018 Pay Schedule (Exhibit "B") is to be used as a guideline and rates of pay may be higher or lower. The request for a temporary worker shall include the length of the assignment, the pay rate, the workers' compensation code, the job description, exempt/non-exempt status and details of the work assignment. The request form (Exhibit "F") will include the Worker's Compensation Classification however, the Agency will be

responsible for verifying the accuracy of the Worker's Compensation Code prior to filling the order. Worker's Compensation Codes and Job Titles may be found in Exhibit "C". Job descriptions for positions listed in Exhibit "C" may be found on the County's website, www.myescambia.com. Should the County need a position that is not covered in this solicitation the billable rate will be determined by negotiations coordinated by the Human Resources Department with the Agency.

Escambia County will not be required to retain an Assigned Employee for a minimum amount of time. The County is not responsible for any benefits of Assigned Employees. The Agency shall complete the Agency Disclaimer (Exhibit "D") and return with Bid submittal.

A. The Vendor

The Vendor shall be required to adhere to the Drug Free Workplace Statement included in this solicitation. It will be required that the Vendor will complete the following for each Assigned Employee who will be assigned to the County:

1. **REQUIRED excluding ECYEP – (Cost associated with this section may <u>not</u> be billed to the County and these costs shall be incorporated in the billable rate factor.)**

   a) A minimum of a five-panel drug test (Drug test to be performed upon offer of assignment to the County – exception would be for any Assigned Employee transferring as a result of the award of this contract.)

   b) A criminal background check for the previous two-year period and any activity found is to be discussed with the County's supervisor. An Assigned Employee may be placed at the County subject to the results of the criminal background check.

   c) Minimum of two employment reference checks.

   d) Sexual Predator background check.

   The Agency may be required to conduct additional tests and background checks based on position requirements.

2. **ADDITIONAL - (At County's Request – <u>may be billed back to the County at cost</u>)**

   a) Education check, as required.

   b) Credit Check, if applicable. (For positions that handle money)

   c) A Division of Motor Vehicles background check, if applicable.

   d) DOT 5-panel drug test, as required.

All costs associated with <u>additional tests</u>, <u>background checks</u> (Items (b)1-4) or any other required information verification performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County. A copy of Agency's invoice associated with the tests or background checks will be required to be submitted with the Agency's invoice to the County.

3. Assigned Employees required to travel from Division to Division, to perform assigned work, may receive mileage reimbursement (with proper and approved documentation) at the current County rate.

4. Assigned Employees assigned to the County and will be handling money, shall be bonded prior to their assignment to the County. ECYEP Assigned Employees shall not be handling money and are therefore excluded from this requirement.

   For employees handling money, the Agency shall procure, at its own expense, bonds (or other security) and insurance acceptable to County as described herein and shall maintain such bonds (or other security and insurance in full force and effect throughout the Term in the manner specified herein. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida. Failure to maintain the requisite bonds or insurance in place through the Term hereof shall be an Event of Default by Agency hereunder.

5. The Agency will maintain a local office within Escambia or Santa Rosa Counties and provide a dedicated Site Supervisor for all Assigned Employees assigned to this contract. The responsibilities of the Agency's Site Supervisor will include, but not be limited to, monthly meetings with Assigned Employees which include (excluding ECYEP Assigned Employees), safety training, orientation and/or training of the rules, regulations, and practices of the Agency and any other employee issues and concerns. The Agency's Site Supervisor will (excluding ECYEP Assigned Employees) discipline, counsel, evaluate performance, and terminate (when deemed necessary) the Assigned Employees. The Agency's Site Supervisor will work a minimum of twenty (20) hours a week, and be available to address Assigned Employee's concerns, questions, etc. each week. If the County should have a serious issue with the Agency's Assigned Employee, the Agency's Site Supervisor or other member of the Agency's management team must be able to visit the work site within 45 minutes of the request. Other site visits will be required when requested. The Agency's Site Supervisor will submit a quarterly report outlining their activities to Escambia County Human Resources including a current roster of those assigned to the County. The Agency will have provisions for someone in management/supervision to be available, if for any reason the Agency's Site Supervisor is unavailable. The time sheets will be electronically transmitted by the County's divisions on a weekly basis. The paychecks/stubs shall be delivered to each job site, on a weekly basis, by the Agency's Site Supervisor. The County will not provide compensation for the Agency's Site Supervisors' expenses.

The Agency's Site Supervisor will not be required to work on-site at County offices, nor will they be provided an office by the County.

6. All work will be subject to acceptance by the County, which will evaluate the Contractor's work for compliance with the Contract. The County's Contract Manager, or designee, will provide verbal and written communications to the Contractor referencing any and all problems or deficiencies with items of work as necessary. The Contractor will have a maximum of three (3) working days to correct identified problems. Unforeseen circumstances beyond the control of the Contractor, which delay compliance, will be considered at the discretion of the County.

7. All Assigned Employees shall abide by the safety guidelines in the County's Safety Policy Manual which may be found at www.myescambia.com under Risk Management.

8. The Agency shall provide any Personal Protective Equipment (PPE) and safety training required for the position. **All costs associated with Personal Protective Equipment shall be incorporated in the billable rate factor.**

9. All Assigned Employees shall be qualified for the position to which they are assigned, shall maintain high standards of personal grooming, and shall dress appropriately for the job.

10. The Vendor will ensure that no Assigned Employee is assigned to work at a County location where a relative of the employee is assigned. This requirement applies to all relatives of the Assigned Employees, either employed by the County or Vendor.

11. The Vendor will be responsible for all matters pertaining to the employment, benefits, compensation, discipline, and discharge of personnel provided by the Vendor. The Vendor will be an independent contractor of the County in performance of its duties herein. The Vendor's personnel performing services under the Contract will at all times be under the Vendor's direction and control and will be employees of the Vendor and not employees of Escambia County. The Vendor will pay all wages, salaries and other amounts due it's employees in connection with the Contract and will be responsible for all reports and obligations regarding such employees, including but not limited to Social Security Tax, Income Tax Withholding, Unemployment Compensation, Worker's Compensation, employee benefits and similar matters.

12. The Vendor's employees will follow the directions and instructions of the County's designated representative and will be subordinate to these individuals while on duty at the toll facility.

The County will provide the Vendor written documentation on employee

performance problems. The Vendor will be responsible for initiating corrective and progressive disciplinary action to the contracted employee. The Vendor will provide the County with written notification of action initiated.

13. Escambia County reserves the right to require the immediate removal, from the project, of any Vendor employee whom the County identifies as a potential threat to the health, safety, security or general well-being of the County customers, employees, agents or assets or whom the County determines does not meet the minimum performance requirements of the work. If such removal request of an employee occurs during the employee's regular shift, the Vendor, if directed by the County, will provide a replacement as soon as possible, but within two (2) hours.

    The County requests an employee's removal from this project, not their termination. Under no circumstances will the Vendor or its representatives inform the contracted employee that they are being terminated at the request of the County or any representative of the County. The Vendor will take full responsibility for termination of a contracted employee.

14. The Vendor will maintain employee shift reports and time records for review by the County. Employees will be required to record their shift starting and ending times and all rest or meal breaks Vendor provided prescribed forms or by use of an electronic timekeeping device.

15. If the Agency's employee is in an automobile accident, doing County business, the Agency will be responsible for the post-accident drug test at no additional cost to the County.

16. The Agency will be required to supply personnel that shall perform all required functions in a satisfactory manner. The County shall be the sole judge of satisfactory performance. The County may decline to accept any person provided by the Agency as soon as the County determines the person is not performing in a satisfactory manner. The County will be obligated to pay the agency for services rendered only until the time the Agency is notified that the performance is unsatisfactory. The Agency shall not be eligible to collect any fee if the County subsequently hires any person assigned to the County under this contract. Temporary assignments with the County will be a minimum of ninety (90) calendar days before the County will be eligible to hire an individual as a regular County employee. If the County refers the candidate for the assignment, the County may hire the individual at any time.

17. The Agency shall agree to supply an Assigned Employee to the County within a minimum of four (4) hours and a maximum of forty-eight (48) hours. Exceptions occur when departments elect to interview candidates and/or special recruitment activities are needed. The Agency will be notified at the time of request as to the time frame that the Assigned Employee will be required. If the Assigned Employee is a former County employee, the Agency shall contact the Escambia County Human Resources Department

for clearance before the Assigned Employee is assigned to the County.

18. County mandated Emergency Administrative Leave is for regular County employees only. Assigned Employees on assignment with the County are not required to work during a County mandated emergency. Assigned Employees requested and willing to work will be paid at their regular rate of pay for any hours worked.

19. Overtime hours are not normally allowed but if worked the FLSA guidelines will be followed according to the exempt or non-exempt status of the position.

20. The Agency will have all Assigned Employees sign a Temporary Employee Disclaimer (Exhibit "E") stating they are not an employee of the County and the County will not provide any benefits. A copy of this signed document will be sent to the County's Human Resources Department, prior to the start date of the Assigned Employee.

B. Invoicing

Invoices submitted in duplicate for employees to be paid should include, as a minimum, the following information: (1) Assigned Employee name, (2) classification or job title, (3) rate paid by the County, (4) purchase order number, (5) full amount of the employee(s) approved hours, with a copy of signed time sheet, and should be submitted separately for each Division. The Clerk of the Circuit Court, Accounts Payable, 221 Palafox Place, Pensacola, FL 32502, will provide payment upon receipt of the required documents.

C. Requesting an Assigned Employee

When requesting an Assigned Employee, the Departments and offices of the County will submit a completed "Request for Temporary Labor Service" form (Exhibit "F") to the Human Resources Department. The Human Resources Department will review and forward this request to the Agency. When an individual is selected by the Agency, the Agency will notify the County's Contract Administrator and the County's Work-Site Supervisor who will become the person of contact for the Assigned Employee, the County, and the Agency.

D. Bid Form

Column 3 for each Lot contained on the Bid Form provides an estimate for the number of employees needed by a department based on expected historical usage. This does not imply a minimum/maximum number of employees needed at any given time. Actual needs will vary by department.

E. Current Agreements

The current provider for Temporary Labor Services for Escambia County is Blue Arbor, Inc., and approximately $2.9M was paid on this contract from June, 2015 to

February, 2018.

The current provider for Toll Collection Services is Accustaff. The 2018 budget is listed at $410,000.00. It should be noted that while this is an estimate, the County will expand their duties with the new agreement therefore the cost to the staffing company should be reduced from the amount shown in historical data.

The current provider for Escambia County Youth Employment Program (ECYEP) is Landrum Staffing. This solicitation will not apply to Summer 2018 employment, only to youth employment following the end of the current program. The 2018 budget for this program is $300,150.00. Future engagements of this program should be similar in size and scope, and begin in the 2018-2019 fiscal year.

This solicitation should be awarded by July 5, 2018, with a fully executed agreement in place within 10 business days thereafter.

F. Billable Rate Factor

The Billable Rate Factor for all categories listed on the Bid Form is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug tests (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee PPE, and all other deductions and profits are to be included in this rate.

Example: $10.00 hourly pay rate **x** 1.33 (Billable Rate Factor) = $13.30 hourly bill rate

The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. **If the billable rate factor is not submitted in this format, the agency will be disqualified.**

All Billable Rate Factors noted below include the added fee for Affordable Care Act compliance.

The following are the Billable Rate Factors at the time the current contract was awarded for Temporary Labor Services:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	1.29
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	1.25
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	1.19

8810	Library (Library Clerk, Librarian, and other clerical positions)	N/A
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	1.26
9102	Park (Maintenance Worker, Technician)	1.26
9410	Municipal, Township, County or State Employee (Not Otherwise Classified – NOC) – (Engineer Project Coordinator, Engineer	1.24

The following are the Current Billable Rate Factors for 2018 for Toll Collector positions:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
8810	Toll Collection – Manager	1.33
8810	Toll Collection – Supervisor	1.47
8810	Toll Collection Staff	1.33

The following are the current Billable Rate Factors for 2018 for the Escambia County Youth Employment Program (ECYEP):

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
0035	Agriculture (plants/gardens)	1.5648
8810	Media Relations	1.5648
8810	Library	1.5648
8810	Natural Resources/Conservation	1.5648
8810	Clerical	1.5648
9102	Sports & Recreations (upkeep and prep)	1.5648
8292	Warehousing	1.5648
9015	Facilities Maintenance (Indoor & outdoor painting, general building maintenance as a helper)	1.5648
9015	Field Operations (assisting with monitoring neighborhood blight, environmental needs)	1.5648
9063	Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities)	1.5648
9410	Risk Analyst Assistant (assisting with the preparation of training materials for staff presentation' assisting with building inspections for safety conditions; assisting staff with investigation of work-related injuries and preparing paperwork associated with these duties)	1.5648
8831	Animal Services Assistant (assist in clerical capacity; preparing food for cats/dogs; general kennel cleaning; no working directly with animals)	1.5648
8810	Engineering Department Assistants (work with staff on transportation matters, planning, and zoning issues; all in a clerical capacity)	1.5648

G. Determination for Award

Bidders shall provide a Billable Rate Factor for each Lot and Worker's Comp Code listed on the Bid Form.

Award of the contract for each Lot will be based on the bidder with the lowest sum of **"Total $"** calculated in the following method:

Estimated Number of Employees * Expected Average Hourly Rate = Total $ By Comp Code

Total $ by Comp Code * Billable Rate Factor = **Total $**

The Billable Rate Factor should include any fees associated with compliance with all healthcare and Affordable Care Act (ACA) regulations in effect at the time of bid. On the primary Bid Form, please include what this fee is so it can be acknowledged within the resulting agreement.

The source of the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.

H. Toll Collection

Escambia County Transportation and Traffic Operations Division will oversee all day-to-day activities required to manage, supervise, maintain and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, determination of collector staffing and scheduling needs, money collection and storage, money handling and counting, deposit preparation and verification, toll accounting, deposit reconciliation and audits, facility security, and toll facility management.

In addition to furnishing all labor, previous agreements required Vendors to also provide associated materials such as office supplies, transportation, toll charges, support assistance, phone service, security and fire service, and incidentals necessary to manage toll collection. Per the agreement resulting from this solicitation, the Vendor will be required to furnish labor and the Public Works Department of Escambia County will be responsible for providing necessary tools and equipment required to operate toll collection duties.

1. Assigned Employee Duties

The toll plaza facility to be staffed in accordance with this plan consists of four (4) lanes at the toll plaza facility in conjunction with the required staff to operate the annual pass sales desk located within the SRIA main office building located at: 1 Via DeLuna Drive, Pensacola, Florida. The toll plaza facility located at 415 Pensacola Beach Blvd, Pensacola Beach, FL. with the administrative office located in lane # 4 at the Bob Sikes Toll Plaza, which is the western most lane of the plaza.

The level of personnel required for toll collection may be increased or

decreased, at any time, by the County under the following guidelines.

a) When an emergency condition exists that requires additional employees to handle emergency traffic conditions on a temporary basis, the Vendor will provide the additional employees as quickly as possible, but no later than two (2) hours after verbal notification to the Contractor by the County.

b) The Vendor will be responsible for providing replacement employees for scheduled Assigned Employees who fail to report to work or are otherwise unavailable. The Vendor is required to provide replacement toll collectors for the scheduled Assigned Employee who fails to report to work as quickly as possible, but no later than one (1) hour before the beginning of the scheduled shift, or at the beginning of the scheduled shift start time, if notified at least one (1) hour before the scheduled shift.

c) As a result of holidays, special events, changes in traffic patterns, or other operational requirements, the County may request the Vendor to provide expanded lane hours, whether by adding additional shifts using current Assigned Employees or by adding additional Assigned Employees as may be required to meet these changes. Such actions will be accomplished by means of a written authorization from the Contract Manager. Upon receipt of such request for additional employees, the Vendor will provide these additional Assigned Employees as soon as possible but no later than one (1) week following authorization by the County.

d) During emergencies or heavy traffic situation when an Assigned Employee fails to report to work, or as a result of an unfilled shift, the County may require another Assigned Employee from the off-going shift to remain on duty until the replacement employee arrives. Compensation for any such shift extension will be at the Contractor's hourly rate. Pursuant to b) above, overtime will not be approved in cases of employee failure to report to work.

2. Minimum Qualifications

Personnel provided by the Contractor for toll-collection assignments must meet the following minimum qualifications:

a) One (1) year of cash-handling experience on a computerized cashier system.

b) Possess a high school diploma or equivalent.

c) Demonstrate ability to speak, understand, and writing the English language proficiently.

d) Possess a valid Florida Driver's license and be insurable.

Additionally, the Assigned Employees must be capable of performing the following duties:

a) Accurately classify vehicles and collect proper toll amounts from motorists traveling through a toll lane, make proper change, and issue receipts to motorists.

b) Operate the County's toll collection equipment proficiently.

c) Represent the County in a courteous, friendly, professional, and helpful manner while dealing with Motorists. Speak and understand English proficiently to effectively communicate with motorists and respond to inquiries.

d) Accurately, thoroughly, and legibly complete operational reports reflecting toll lane activity, and prepare accurate cash deposit on all monies collected.

e) Safely travel by foot in toll lanes carrying up to twenty-five (25) pounds.

f) Perform other related duties as assigned by the supervisor.

3. Photo Identification, Name Tags, and Access Cards

The Vendor will provide each Assigned Employee with a photo identification badge to identify the individual as an employee of the Vendor. The Assigned Employee must have the identification badge with them while assigned to work at the toll facility.

4. Senior Level Manager and Communication

The Vendor will provide a senior level employee to act as the Vendor's manager during the term of the Contract, with authority to act on behalf of the Vendor in any matter related to the personnel assigned. The Vendor's manager and an alternate will speak, understand and write the English language and be available and on-call on a 24-hours-a-day basis during the term of the Contract.

The Vendor will provide emergency telephone numbers. The Vendor will respond to the County within thirty (30) minutes of initial contact (phone or text messages, etc.)

5. Tolls and Transportation

For the use of the toll facility, the Vendor will be required to pay toll charges, for passage of all vehicles, equipment and personnel at the standard rate applicable to the general public. Some employees are required to travel through the toll lanes to report to work at the toll facility. Vendor employees

will be required to pay all toll charges at any time they pass through a toll facility.

The County will require the Vendor to directly reimburse its toll collection employees for all toll charges the employees are required to pay that are directly related to work performed by the employees under this Contract, except tolls incurred when reporting to work.

These toll charges cannot be waived nor will they be reimbursed by the County. The cost of all toll charges will be presumed to have been included in the Contract hourly rate proposal. The hourly contracted rate offered by Vendor and accepted by the County is assumed to be all inclusive and will be the only avenue for payment to the Vendor.

6. **Orientation and Training**

a) **Training History and Records**

The Vendor will be required to maintain records on contracted employees' training history. The Vendor will provide these reports at the request of the County.

b) **Training Hours Compensation**

While Vendor employees are attending either initial or follow up County provided or mandated training, the County will pay for these hours at the contract hourly rate.

c) **Completion of Training**

Failure to successfully complete any training session will exclude the Vendor employee from being assigned to the project for the remainder of the Contract period.

d) **Verification of Hours Worked**

The Vendor will verify hours worked with the toll facility manager or supervisor weekly/ monthly, and contract will be paid as hours worked.

7. **COUNTY RESPONSIBILITIES**

a) **Supervisor of Operations**

Escambia County will be responsible for overseeing the day-to-day activities required to manage, supervise, and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, money collection and storage, deposit preparation and verification, operational reporting, toll accounting and audits, facility security and maintenance, and toll facility management.

b) Staffing Requirements

The County will provide contract administration functions and will establish and adjust toll collection staffing requirements. On-duty supervisors and managers at the toll facility locations will be responsible for contacting the Vendor to request additional personnel should the number of on-duty employees be inadequate at any time. Employees of the County will not be responsible for coordinating work schedules directly with the Vendor's toll collection employees.

c) Performance Concerns

The County will be responsible for notifying the Vendor of collector performance problems, including unacceptable cash variances and other violations of Escambia County procedures. Notification of individual collector performance concerns will be made in writing to the Vendor's Manager.

d) Employee Uniforms

The Vendor will provide uniforms to all Vendor toll collection personnel assigned to the Contract, which are subject to the approval of Escambia County. The Vendor will be responsible for informing contracted employees of any County uniform policies and procedures and to ensure uniforms are maintained in a presentable manner.

e) Audit and Accounting Reports

The Vendor shall provide the daily and monthly audit and accounting reports described above.

f) Operations and Procedures Reporting and Manuals

The Vendor shall develop in conjunction with the County, additional reporting procedures which the parties may determine would be of assistance and advisable in the provision of these services. Operations and procedures shall be set forth in manuals upon the request of Escambia County.

B. Escambia County Youth Employment Program (ECYEP)

Escambia County has determined that it is in the best interests of the health, welfare, and safety of the community for the County to develop the ECYEP.

The ECYEP will serve youth between the ages of sixteen (16) and twenty (20) years of age who reside in the County and whose total household income meets the 200% poverty level guidelines and will further provide these individuals with meaningful work experience.

3. Fidelity Bond

The County shall require the Vendor to furnish a fidelity bond to guarantee reimbursement

to the County for losses resulting from proven acts of dishonesty by contract employees who handle cash or are exposed to opportunities for theft. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida by the successful Offeror(s) before the Contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Procurement Questions**

Procurement questions may be directed to Jeffrey Lovingood, Purchasing Specialist, JDLovingood@myescambia.com. The last day for questions to be submitted for this solicitation is June 06, 2018, at 5:00 PM CDT.

5. **Bid Form**

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink, and signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, Conference room 11.407, 213 Palafox Place, Pensacola, FL 32502, May 31, 2018, at 11:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. **Notices**

All notices required to made pursuant to this solicitation or resulting agreement, by either party to the other shall be in writing and delivered by hand or by the United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

General Temporary Labor:
Ms. Janice Floyd
Human Resources
221 Palafox Place
Pensacola, FL 32502

Toll Collection Services:
Mr. David Forte
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Escambia County Youth Employment Program:
Ms. Tonya Gant
Escambia County Neighborhood and Human Services
221 Palafox Place
Pensacola, FL 32502

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 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. Emergency Services

The Vendor resulting from this solicitation includes services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

10. Compliance with Governing Laws and Regulations

The Offeror or Vendor 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.

11. Contract Term/Renewal/Termination

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

A. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

12. Pricing

All services 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.

13. Fair Labor Standards Act Exemption

The 2018 Florida minimum wage is $8.25 per hour, effective January 01, 2018. Florida law requires the Florida Department of Economic Opportunity to calculate a minimum wage rate each year. The annual calculation is based on the percentage increase in the federal Consumer Price Index for Urban Wage Earners and Clerical Workers in the South Region for a 12-month period.

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

Pursuant to enactment of such minimum wage increase by the U.S. Department of Labor under the Fair Labor Standards Act, the County shall take the following actions based upon a written request by the awarded Vendor:

A. Within five (5) working days from receipt of a written request by the Vendor, a Hearing may be scheduled if such request is in dispute. The Vendor may present documentation to support a request for a price modification based upon such minimum wage increase.

B. Should a Hearing be held, within five (5) working days after receipt of all pertinent documentation requested by the Hearing Officer or submitted by the Vendor, the County shall issue a final determination.

C. The County shall take appropriate and timely action to ensure all contractual documents reflect the decision of the Hearing Officer. Should an increase be approved, such action shall be effective the date of the approving decision. The County and the Vendor shall ensure all invoices submitted and received from that date forward shall reflect such increase.

14. 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 Vendor. Upon negotiation of the offer, execution and receipt of the change order, the Vendor shall commence performance of the work as specified.

The Vendor 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 Vendor 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.

15. Ordering – Issuing a PO in advance to initiate a temp labor request?

The County will issue release (purchase) orders against the contract on an as needed basis for the services listed on the Bid Form.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

The County reserves the right to award on an "all-or-none total" basis to one Offeror or to award on a "lot-by-lot" basis, whichever is in the best interest of and/or most advantageous to the County. For the purposes of this solicitation, a "lot" will be identified as any one of the three categories of staff needed: Temporary Labor Services, Toll Collectors, and Escambia County Youth Employment Program.

18. Protection of Property

The Vendor will protect from damage all property associated with, or which is in the vicinity of, or in any way affected by, the Vendor's work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of the Vendor, or its employees, agents or invitee, will be immediately repaired at the expense of the Vendor to a condition similar or equal to that existing before such damage occurred.

19. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the Vendor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the Vendor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the Vendor by the Office of Purchasing. Such termination may also result in suspension or debarment of the Vendor.

20. Termination (Public Records Request)

If the Vendor 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 Vendor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the Vendor and his surety, if any, seven (7) days written notice, during which period Vendor still fails to allow access, terminate the employment of

the Vendor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Vendor, and may finish the project by whatever method it may deem expedient. In such case, the Vendor 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 Vendor (excluding monies owed the Vendor for subcontract work.)

21. Quantity

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form. It is understood by all Offeror's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

22. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The Vendor 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 Vendor, 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 Vendor 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 Vendor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the Vendor'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 Vendor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Vendor'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 Vendor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Vendor or any other insurance of the Vendor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. **Workers Compensation Coverage**

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. **General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. **Employment Practices Liability Coverage**

Employment Practices liability coverage in the amount of $1,000,000.00, with Escambia County BCC endorsed as an additional insured.

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability and business auto policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4953

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

a) Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

b) 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.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Exhibit "A"

BCC PAY SCHEDULE
FY 2017/2018

	HOURLY					ANNUAL	
PAYGRADE	MINIMUM	ST QUARTIL	MIDPOINT	RD QUARTIL	MAXIMUM	MINIMUM	MAXMUM
A10	8.25	9.40	10.54	11.69	12.83	17,160.00	26,686.40
A11	10.20	11.85	13.51	15.16	16.81	21,216.00	34,964.80
A12	10.71	12.45	14.18	15.92	17.65	22,276.80	36,712.00
A13	11.25	13.07	14.89	16.71	18.53	23,400.00	38,542.40
B20	11.25	13.07	14.90	16.72	18.54	23,400.00	38,563.20
B211	12.49	15.36	18.23	21.10	23.97	25,979.20	49,857.60
B21	12.49	14.51	16.53	18.55	20.57	25,979.20	42,785.60
B21A	13.75	15.98	18.21	20.43	22.66	28,600.00	47,132.80
B22	14.54	16.90	19.26	21.61	23.97	30,243.20	49,857.60
B22A	15.12	17.57	20.01	22.46	24.90	31,449.60	51,792.00
B23	16.63	19.33	22.02	24.72	27.41	34,590.40	57,012.80
B31	17.96	20.87	23.79	26.70	29.61	37,356.80	61,588.80
B32	19.40	22.54	25.68	28.82	31.96	40,352.00	66,476.80
C41	20.75	24.11	27.48	30.84	34.20	43,160.00	71,136.00
C42	22.21	25.81	29.41	33.00	36.60	46,196.80	76,128.00
C42A	22.83	26.27	29.72	33.16	36.60	47,486.40	76,128.00
C43	23.76	27.61	31.46	35.31	39.16	49,420.80	81,452.80
C51	25.42	29.54	33.66	37.78	41.90	52,873.60	87,152.00
C52	27.21	31.62	36.02	40.43	44.83	56,596.80	93,246.40
C53	28.16	32.72	37.29	41.85	46.41	58,572.80	96,532.80
D61	29.12	33.84	38.55	43.27	47.98	60,569.60	99,798.40
D62	30.86	35.86	40.86	45.86	50.86	64,188.80	105,788.80
D63	32.71	38.01	43.31	48.60	53.90	68,036.80	112,112.00
D71	34.67	40.29	45.91	51.52	57.14	72,113.60	118,851.20
D72	36.76	42.71	48.67	54.62	60.57	76,460.80	125,985.60
E80	32.08	37.28	42.48	47.67	52.87	66,726.40	109,969.60
E81	38.96	45.27	51.58	57.89	64.20	81,036.80	133,536.00
E82	41.29	47.98	54.68	61.37	68.06	85,883.20	141,564.80
E83	43.78	50.87	57.96	65.05	72.14	91,062.40	150,051.20
E91	46.41	53.93	61.44	68.96	76.47	96,532.80	159,057.60
E92	49.19	57.16	65.13	73.09	81.06	102,315.20	168,604.80
F101	54.11	62.87	71.64	80.40	89.16	112,548.80	185,452.80
F102	59.51	69.15	78.80	88.44	98.08	123,780.80	204,006.40

Changed Minimum Wage to $8.25 effective January 1, 2018

Exhibit "B"

JAIL PAY SCHEDULE

FY 2017/2018

	HOURLY					ANNUAL	
DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
JA10	9.25	10.44	11.63	12.82	14.01	$19,240.00	$29,136.64
JA11	10.19	11.50	12.81	14.13	15.44	$21,195.20	$32,114.58
JA12	10.70	12.08	13.45	14.83	16.20	$22,256.00	$33,699.95
JA13	11.64	13.14	14.64	16.14	17.63	$24,211.20	$36,677.89
JB20	12.09	13.65	15.20	16.76	18.31	$25,147.20	$38,091.87
JB21	13.30	15.01	16.72	18.44	20.15	$27,664.00	$41,905.34
JB22	14.96	16.89	18.81	20.74	22.66	$31,116.80	$47,132.80
JB22A	15.71	17.73	19.75	21.77	23.79	$32,676.80	$49,489.44
JB22B	16.49	18.81	21.12	23.44	25.75	$34,299.20	$53,560.00
JB22C	17.32	19.55	21.78	24.01	26.23	$36,025.60	$54,566.93
JB23S	12.59	14.21	15.83	17.45	19.07	$26,187.20	$39,655.82
JB23T	15.11	17.05	18.99	20.93	22.88	$31,420.48	$47,582.70
JB23	16.63	18.76	20.90	23.03	25.16	$34,590.40	$52,338.83
JB23A	17.44	19.69	21.93	24.18	26.43	$36,275.20	$54,973.98
JB23B	18.32	20.68	23.03	25.39	27.75	$38,105.60	$57,716.26
JB23C	19.24	21.71	24.19	26.66	29.14	$40,019.20	$60,608.50
JB31	18.69	21.10	23.50	25.91	28.31	$38,875.20	$58,894.58
JB32	21.18	23.90	26.63	29.35	32.07	$44,054.40	$66,714.34
JC40	21.13	23.85	26.58	29.30	32.02	$43,950.40	$66,607.22
JC41	23.26	26.25	29.24	32.23	35.23	$48,380.80	$73,270.08
JC42	24.91	28.11	31.32	34.52	37.73	$51,812.80	$78,476.11
JC43	26.57	29.99	33.41	36.82	40.24	$55,265.60	$83,703.57
JC51	28.64	32.33	36.01	39.70	43.38	$59,571.20	$90,237.89
JC52	31.13	35.14	39.14	43.15	47.15	$64,750.40	$98,079.07
JD61	33.20	37.47	41.75	46.02	50.29	$69,056.00	$104,613.39
JD62	34.86	39.35	43.83	48.32	52.81	$72,508.80	$109,840.85
JD63	36.52	41.22	45.92	50.61	55.31	$75,961.60	$115,046.88
JD71	38.60	43.57	48.53	53.50	58.46	$80,288.00	$121,602.62
JD72	41.09	46.37	51.66	56.94	62.22	$85,467.20	$129,422.38
JE81	43.16	48.71	54.27	59.82	65.37	$89,772.80	$135,978.13
JE82	44.82	50.58	56.35	62.11	67.88	$93,225.60	$141,184.16
JE83	46.47	52.45	58.43	64.41	70.39	$96,657.60	$146,411.62
JE91	48.55	54.80	61.04	67.29	73.53	$100,984.00	$152,945.94
JE92	51.03	57.60	64.17	70.73	77.30	$106,142.40	$160,787.12
JF101	55.12	62.21	69.30	76.39	83.48	$114,649.60	$173,641.52
JF102	60.63	68.43	76.23	84.03	91.83	$126,110.40	$191,016.38

No changes were made for FY 17/18

Exibit "C"

LIBRARY PAY SCHEDULE

FY 2017/2018

	HOURLY					ANNUAL	
PAYGRADE	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
GE-01	9.19	10.94	12.69	14.43	16.18	$19,115.00	$33,657.00
GE-02	9.66	11.50	13.33	15.17	17.01	$20,092.00	$35,371.00
GE-03	10.14	12.07	13.99	15.92	17.85	$21,091.00	$37,128.00
GE-04	10.65	12.68	14.70	16.73	18.76	$22,152.00	$39,013.00
GE-05	11.14	13.15	15.16	17.17	19.18	$23,171.00	$39,892.00
GE-06	11.48	13.61	15.74	17.87	20.00	$23,878.00	$41,606.00
GE-07	11.82	14.07	16.31	18.56	20.81	$24,585.00	$43,276.00
GE-08	12.26	14.51	16.76	19.01	21.26	$25,500.00	$44,220.00
GE-09	12.63	14.90	17.18	19.45	21.72	$26,270.00	$45,184.00
GE-10	13.00	15.41	17.82	20.23	22.64	$27,040.00	$47,091.00
GE-11	13.37	15.92	18.47	21.02	23.57	$27,809.00	$49,019.00
GE-12	13.72	16.33	18.95	21.56	24.17	$28,537.00	$50,283.00
GE-13	14.08	16.76	19.44	22.12	24.80	$29,286.00	$51,590.00
GE-14	14.50	17.26	20.02	22.78	25.53	$30,160.00	$53,111.00
GE-15	15.23	18.13	21.03	23.92	26.82	$31,678.00	$55,789.00
GE-16	16.00	19.04	22.08	25.12	28.16	$33,280.00	$58,574.00
GE-17	16.81	20.00	23.20	26.39	29.58	$34,964.00	$61,530.00
GE-18	17.65	21.01	24.36	27.72	31.08	$36,712.00	$64,637.00
GE-19	18.54	22.06	25.59	29.11	32.63	$38,563.00	$67,872.00
GE-20	19.48	23.18	26.88	30.58	34.28	$40,518.00	$71,300.00
GE-21	20.46	24.34	28.23	32.11	36.00	$42,556.00	$74,877.00
GE-22	20.86	24.82	28.78	32.74	36.70	$43,388.00	$76,334.00
GE-23	22.57	26.85	31.13	35.41	39.69	$46,945.00	$82,547.00

No changes were made for FY 17/18

Exhibit "D"

MEDICAL - JAIL PAY SCHEDULE

FY 2017/2018

		HOURLY					ANNUAL	
POSITION	DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
ARNP - Clinical	JD72	40.28	45.77	51.25	56.74	62.22	$83,782.40	$129,422.38
Medical Assistant	JA12	10.49	11.92	13.35	14.78	16.20	$21,819.20	$33,699.95
Dental Assistant	JB21	13.04	14.82	16.60	18.37	20.15	$27,123.20	$41,905.34
Pharmacy Tech	JA13	11.41	12.97	14.52	16.08	17.63	$23,732.80	$36,677.89

Refer to BCC pay scale for positions not listed

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code	Job Title	W/C Code
Accountant	8810	County Surveyor	8601
Accounting Assistant	8810	Court Liaison	7720
Accounting Manager	8810	Crim Just Prog Manager	8810
Accounting Technician	8810	Criminal Justice Spec I (Jail)	7720
Administrative Assistant (Jail Medical)	7720	Criminal Justice Spec I (All others)	8810
Administrative Assistant (Legal)	8820	Criminal Justice Spec II	8810
Administrative Assistant (All others)	8810	Custodial Mgr	9015
Administrative Officer	8810	Custodial Supv	9015
Administrative Officer I	8810	Custodial Worker	9015
Administrative Supervisor (Jail)	7720	Customer Service Technici	8810
Administrative Supervisor (All others)	8810	Customer Svs Associate	8810
Animal Control Comm Clerk	8831	Dental Assistant	7720
Animal Control Officer	8831	Dept Director II (Parks)	9102
Animal Control Supv	8831	Dept Director II (All others)	8810
Animal Services Manager	8831	Dept Director III (Public Safety)	7705
ARNP/Clinical Associate	7720	Dept Director III (All others)	8810
Asst Co Attorney (Cert)	8820	Deputy County Attorney	8820
Asst Co Attorney (Non-Cert)	8820	Deputy Division Manager	9410
Asst County Administrator	8810	Deputy Fire Chief	7704
Battalion Chief	7704	Deputy SOE For Admin	8810
BI Chief Construction Supv	9410	Detention Assistant	7720
BI Combination Inspector	9410	Detention Assistant	8810
BI Combination Supv	9410	Dev Program Mgr	8810
BI Construction Inspector	9410	Development Services Manager	8810
Billing Manager	8810	Director Of Mental Health	7720
Bldg Cd Enforce Officer	9410	Director's Aide	8810
Branch Director	8810	Division Manager (DCAT)	8601
Budget Analyst	8810	Division Manager (EMS)	7705
Budget Manager	8810	Division Manager (Marine Resources)	9410
Building Code Insp Supervisor	9410	Division Manager (Road Prison)	7720
Chief of Water Safety	7520	Division Manager (All others)	8810
Clerk I	8810	Dna Technician - Relief	7720
Clerk II	8810	Ec Mrk & Prom Coordinator	8810
Clerk III	8810	Election Specialist	8810
Clinical Nurse	7720	Elections Coordinator	8810
Clinical Nurse Coord	7720	Emer Comm Disp - Relief	8810
Comm & Media Relations Mgr	8810	Emer Medical Specialist	7705
Comm & Media Relations Spec	8810	Emer Medical Spec-Relief	7705
Comm Center Coordinator	9102	Emergency Comm Call Taker	8810
Commissioner	8810	Emergency Comm Dispatcher	8810
Commissioner's Aide	8810	Emergency Comm Division Mgr	8810
Compliance Coordinator	9410	Emergency Comm Supv	8810
Construction Inspector	9410	Emergency Ops Coordinator	8810
Construction Mgr	9410	Emergency Planning Coord	8810
Corrections Captain	7720	EMS Operations Mgr	7705
Corrections Financial Manager	8810	Ems Quality Specialist	7705
Corrections Lt	7720	Energy Manager	8810
Corrections Officer	7720	Engineering & Env Quality Mgr	8810
Corrections Officer - Work Release	7720	Eng Program Coordinator (Engineering)	9410
Corrections Sergeant	7720	Eng Program Coordinator (Office Staff)	8810
County Administrator	8810	Engineering Project Coord	9410
County Attorney	8820	Engineering Spec - Signal	5509

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code	Job Title	W/C Code
Engineering Specialist	5509	HR Manager	8810
Engineering Specialist (Office Staff)	8810	HR Supervisor - Employment	8810
Engineering Tech - Signal	5509	HR Supervisor - HRIS	8810
Engineering Tech (Transp & Drainage)	9410	Human Res Associate I	8810
Engineering Tech (All others)	8601	Human Res Associate II	8810
Environ Analyst (Term)	8720	Human Resources Supv	8810
Environ Enforce Ofr	9410	Info Specialist - SOE	8810
Environ Enforce Supv	9410	Info Technology Coord	8810
Environmental Analyst	8720	Info Technology Spec	8810
Environmental Prog Mgr	8720	Info Technology Tech	8810
Environmental Tech	9015	IT Manager	8810
Environmental Tech (Waste Srvs)	6217	IT Network Analyst	8810
Equip Operator I	5509	IT Security Officer	8810
Equip Operator II (Waste Ops)	6217	IT Spec - Audio & Visual	8810
Equip Operator II (All others)	5509	It Voip Coordinator	8810
Equip Operator III (Waste Srvs)	6217	It Web Coordinator	8810
Equip Operator III (All others)	5509	Jail - EMT/Paramedic	7720
Equip Operator IV (Waste Srvs)	6217	Jail Admin Assistant	8810
Equip Operator IV (All others)	5509	Jail Corr Lieutenant	7720
Extension Agent I	8810	Jail Corrections Captain	7720
Extension Agent II	8810	Jail Corrections Officer	7720
Extension Agent III	8810	Jail Corrections Sergeant	7720
Extension Agent IV	8810	Jail Custodial Worker	7720
Field Supervisor-Rd	5509	Jail Office Support Asst	7720
Field Supervisor-Rd (SRI Public Works)	9410	Jail Program Coordinator	7720
Field Supervisor-SW (Waste Srvs)	9403	Kennel Supervisor	8831
Fire Captain	7704	Kennel Technician	8831
Fire Chief	7704	Landfill Ops Supv	9403
Fire Inspector	7704	Landfill Service Worker	9403
Fire Lieutenant	7704	Laundry Specialist	7720
Fire Marshall	7704	Laundry Worker	7720
Fire Public Educ Officer - Relief	7704	Law Librarian (Jail)	7720
Firefighter	7704	Law Librarian (All others)	8810
Firefighter - Relief	7704	Lead Animal Control Officer	8831
Fleet Maint Spec	8380	Lead Drafter/Eng Proj Coord	9410
Fleet Maint Supv (EMS)	8380	Lead Env Enforce Officer	9410
Fleet Maint Supv (Mass Transit)	8380	Lead Fleet Maint Tech	8380
Fleet Maint Supv (SRI Public Works)	8380	Lead Maintenance Tech (Parks)	9102
Fleet Maint Supv (Waste Srvs)	9403	Lead Maintenance Tech (SRI Public Works)	9410
Fleet Maint Tech (Mosquito Srvs)	9402	Lead Power Equip Tech	8380
Fleet Maint Tech (All Others)	8380	Legal Admin Asst	8820
Fleet Maint Worker	8380	Legal Office Administrator	8820
Floodplain Program Manager	9410	Librarian	8810
Food Service Assistant	7720	Librarian - PT	8810
Food Service Supv	7720	Library Clerical Asst	8810
Forensic Jail Case Manager	7720	Library Computer Tech	8810
Frnsc Mntl Hlth Spec-Trm	8810	Library Director	8810
Fuel Distrib Assistant	8380	Library Info Specialist	8810
Fuel Distribution Supv	8380	Library Manager	8810
GIS Analyst	8810	Library Tech Spec - Courier	8810
GIS Technician	8810	Library Technician	8810
Health Services Manager	7720	Licensed Practical Nurse	7720
Housing Rehab Specialist	9410	Lifeguard	7520

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code	Job Title	W/C Code
Maintenance Shop Supv	5190	Senior Admin Officer I	8810
Maintenance Tech (Facilities)	9015	Senior Admin Officer II	8810
Maintenance Tech (Facilities - Electrical)	5190	Senior Budget Analyst	8810
Maintenance Tech (Library)	9015	Senior Kennel Technician	8831
Maintenance Tech (Mass Transit)	8380	Senior Librarian	8810
Maintenance Tech (Mass Transit/Grounds)	9102	Senior Lifeguard	7520
Maintenance Tech (Parks)	9102	Sr Assistant County Atty	8820
Maintenance Worker (Facilities)	9015	Sr Bldg Code Enf Officer	9410
Maintenance Worker (Mass Transit/Grounds)	9102	Sr Comm & Media Rel Spec	8810
Maintenance Worker (Parks)	9102	Sr Criminal Justice Spec	8810
Maintenance Worker (SRI Public Works)	5509	Sr Election Supp Asst	8810
Medical Assistant	7720	Sr Eng Proj Coordinator	9410
Medical Director	8832	Sr Natural Resources Mgr	8720
Medical Records Tech	8810	Sr Office Support Assist	8810
Medical Support Assistant	7720	Sr Purchasing Coordinator	8810
Mental Health Counselor	7720	Sr Urban Planner	8810
Mosqito Control Manager	8810	Storekeep/Warehouse Supv	8810
Mosquito Control Supv	9402	Stormwater Manager	9410
Mosquito Control Tech	9402	Strkpr/Wrhs Tech	8810
Network System Engineer I	8810	Strkpr/Wrhs Tech - Relief	8810
Office Support Assist	8810	Student Assistant	8810
Paramedic Supervisor	7705	Supervisor of Elections	8810
Pharmacy Tech	7720	Systems Analyst	8810
Plans Examiner	8810	Train/Outreach Coordinator - SOE	8810
Power Equipment Tech	8380	Transit Bus Operator	7382
Program Assistant	9015	Transit Cleaner	8380
Program Coordinator	8810	Transit Cleaner	8380
Program Mgr Fac Constr Maint	9015	Transit Customer Serv Rep	8810
Program Mgr R&B Const Maint	9410	Transit Customer Serv Supv	8810
Program Mgr-Parks	5509	Transit Fleet Maint Mgr	8380
Program Manger (SOE)	8810	Transit Fleet Maint Tech	8380
Program Manager (Traffic)	8601	Transit Fueler	8380
Program Manager (SRI Public Works)	9410	Transit Fueler	8380
Program Specialist - SOE	8810	Transit Maint Manager	8380
Prop Lien Program Coord	8810	Transit Manager	8810
Psychiatric Technician	7720	Transit Prog Mgr Ops	5509
Purchasing Associate	8810	Transit Prog Mgr Safety	9403
Purchasing Manager	8810	Transit PT Trolley Operator	7382
Purchasing Specialist	8810	Transit Supervisor (Mass Transit/Safety)	9403
Real Estate Aqcuis Manager	9410	Transit Supervisor (Mass Transit/Ops)	5509
Records Clerk	8810	Transp & Traffic Ops Mgr	9410
Recration Coordinator	9102	Urban Planner I	8810
Recreation Manager	9102	Urban Planner II	8810
Recycling Oper Manager	8810	Vet Technician	8831
Redeveloper I	8810	Veteran Affairs Officer	8810
Registered Nurse	7720	Veterinarian	8831
RESTORE Program Manager	8810	Video Production Spec	8810
Risk Analyst	8742	Warehouse Specialist - SOE	5191
Road Construct Spec	5509	Warehouse Worker	7720
Road Division Manager	5509	Water Qual Env Tech Grant	9015
Safe Neighborhoods Coordinator	8810	Water Quality Manager	8720
Safety Technician	9403	Workers Comp Specialist	8810

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 30, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.055 Temporary Labor Services for Escambia County BCC

All:

You recently reviewed an Invitation to Bid regarding the above-mentioned specification.

This Addendum Number 1 provides for an update to the time listed for the non-mandatory pre-solicitation conference scheduled for tomorrow, May 31, 2018, in the Office of Purchasing. **The meeting is scheduled to begin at 11:00 AM CDT.**

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 11, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 17-18.055 Temporary Labor Services for Escambia County (FL) Board of County Commissioners

All:

You have recently obtained an Invitation to Bid for the above-mentioned specification.

This Addendum Number 2 provides for the updates which follow below and on the next page.

Question 1: Is a Bid Bond Required.
Answer 1: A Bid Bond **IS** required in the amount of $1,000.00. This ensures that the awarded firm will honor their bid.

Question 2: In the event of an emergency where temporary labor may be urgently needed, will it be possible to waive the need for background checks to expedite the process of providing staff?
Answer 2: This would require Board action and can only take place at the time of the event.

(Continued on the following page)

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Question 3: Should one of the lots be awarded to a firm other than the current provider, will new background checks need to be performed?
Answer 3: Yes.

Question 4: We have been asked to clarify the "Control of Employees."
Answer 4: All "Assigned Employees" working for the County are considered to be under the control of the staffing firm. "Assigned Employees" are defined on page 10 of 35 of the solicitation. Additionally, the ACA fee is to be incorporated into the invoice to be paid by Escambia County, but it is up to the staffing firm as the employer to pay the fee as the government requires.

Question 5: We have been asked to clarify the PPE required for different roles:
Answer 5: The typical personal protective equipment (PPE) used by the County is as follows:

Reflective Safety Vest
Hard Hat
Safety Glasses
Leather gloves or Rubber gloves (depends on position)
Raincoats (reflective)
Steel-toed work boots or Safety Shoes (depends on position)
Steel-toed work boots w/steel shank (puncture resistant) for Solid Waste

Facilities, Natural Resources Management, Parks & Public Works (Beach) provides everything but the steel-toed work boots or safety shoes.

Public Works (Engineering) provides everything including the steel-toed boots.

Solid Waste currently provides no PPE, however, with the new contract they will be providing everything but the boots.

Question 6: Is timekeeping centralized?
Answer 6: Timekeeping is managed by each department within the County. The awarded firm(s) is responsible for coordinating with each department to understand what the department offers and coordinate getting that information into the staffing firm's information base in a timely manner.

Question 7: Will the County accept electronic payroll distribution for Assigned employees?
Answer 7: Yes.

Question 8: Information was requested regarding OSHA certification for certain Assisgned Employees, as well as the safety record.
Answer 8: At this time, this information is not yet available. The County does not believe that these issues will impact the prices contained in the bids and can be answered with the awarded firm(s) as that becomes necessary to finalize any agreement.

Question 9: The current agreement regarding toll collection requires the staffing agent to acquire the Sunpass transponders and load them with funds for paying tolls for staff performing work duties during their shift. The current agreement also requires Assigned Employees to pay any tolls required to arrive to/depart from their scheduled shift.

Answer 9: At this time, the County will **not** be changing this requirement.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

SOLICITATION, OFFER, AND BID FORM

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
or P.O. Box 1591, Pensacola, FL 32591-1591

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid
Temporary Labor Services for the Escambia County Board of County Commissioners
Solicitation Number PD 17-18.055

SOLICITATION

Mailing Date: May 21, 2018

Pre-Solicitation Conference: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502 at 10:00 AM CDT May 31, 2018

Offers Will Be Received Until: 2:00 PM CDT, June 12, 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 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 Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number: 52-2107466
Terms of Payment: 30 days
Delivery Date will be 6/12/2018 **days after receipt of Purchase Order**
Vendor Name: JJW Services DBA Accustaff, Inc.
Address: 220 W Garden St, Suite 805
Bid Bond Attached $ 1000
City, State, Zip: Pensacola, FL 32502
Phone: 850-477-9915 **Toll Free:**
Fax: 850-477-9781 **Contact:** Julie Wells

Julie Wells, President
Name & Title of Person Authorized to Sign Offer

Julie J. Wells
*Signature of Person Authorized to Sign Offer
(Original Signature Required)

Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

BID FORM

Lot 2 – Toll Collector Positions	**$326.63**
Affordable Care Act Fee per Assigned Employee per Hour *(Notification only; Billable Rate Factor should include this fee.)*	**$0.29**

EXHIBIT
tabbies
B
CAR 11-9

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
8810	Toll Collection - Manager	1	$19.05	$19.05	1.25	$23.81
8810	Toll Collection - Supervisor	4	$9.00	$36.00	1.25	$45.00
8810	Toll Collectors	25	$8.25	$206.25	1.25	$257.81

Total for Lot 2 – Toll Collector Positions **$326.63**

Escambia County
Clerk's Original

8/2/2018 CAB II-9

AGREEMENT FOR TEMPORARY LABOR SERVICES (PD 17-18.055)

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 Blue Arbor, Inc., a foreign for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 56-1308931, whose principal address is 5413 Morton Road, New Bern, NC 28562.

WITNESSETH:

WHEREAS, on May 21, 2018, the County issued an Invitation to Bidders (PD 17-18.055) seeking a contractor to provide temporary labor services for all departments of Escambia County (Lot 1), toll collector personnel for the Bob Sikes Bridge Toll Plaza (Lot 2), and personnel for the Escambia County Youth Employment Program (Lot 3); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services for Lot 1 and Lot 3; 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 contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for a term of one (1) year. Upon mutual agreement of the parties, this Agreement may be renewed for two additional twelve (12) month terms. The total duration of this Agreement, including the exercise of all options to renew/extend, shall not exceed the duration of three (3) years.

3. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services set forth in Escambia County's *Invitation to Bidders for Temporary Labor Services for Escambia County Board of County Commissioners, Specification No. P.D. 17-18.055*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in accordance with the Fee Schedule, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall order services from the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The required services shall be described in detail and the applicable timeframe in which the services are required will be stated in the work order. No minimum quantity of work is guaranteed during the term of this Agreement, and only those services requested pursuant to a work order will be compensated.

Verified By: [signature] Date: 8/27/18

6. Method of Payment/Billing. Contractor will request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services performed with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place, Suite 140
Pensacola, FL 32502

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

7. Termination. The County retains the right to immediately terminate this Agreement for cause, and the County may terminate the Agreement for convenience upon providing thirty (30) days written notice to Contractor. The Contractor may terminate this Agreement for cause upon providing thirty (30) days written notice to the County. In the event of termination by either party, the Contractor shall be paid for amounts due and owing for services rendered through the date of termination.

8. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor, its employees or agents, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the Contractor's duties hereunder. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to Escambia County's indemnification right under 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. During the term of this Agreement, Contractor shall procure and maintain, at its sole expense, the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
(c) Employment Practices Liability with $1,000,000 per occurrence minimum limit.
(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.
(e) Fidelity Bond with $1,000,000 per occurrence coverage limit.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

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. Escambia County shall also be the certificate holders.

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: Blue Arbor, Inc.
Attention: Lucine Moffett
5413 Morton Road
New Bern, NC 28562

To: Escambia County
Attention: County Administrator
221 Palafox Place
Pensacola, Florida 32502

With copy to:
PO Box 12780
New Bern, NC 28561

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 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. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

14. 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.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

18. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness

Witness

By: _____
Jack R. Brown, County Administrator

Date: 8/17/18

BCC Approved: ~~July~~ August 2, 2018

CONTRACTOR: BLUE ARBOR, INC.

~~Corporate Secretary~~ Witness

[SEAL]

Witness

By: _____
Lucine Moffett, President

Date: 8/7/18

Approved as to form and legal sufficiency.

By/Title: _____
Date: 7/25/18

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

TEMPORARY LABOR SERVICES FOR THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIFICATION NUMBER PD 17-18.055

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, JUNE 12, 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 **11:00 AM CDT, May 31, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

IMPORTANT NOTICE

THE BID FORM FOR THIS SOLICITATION IS NOW LOCATED ON THE ATTACHED EXCEL SPREADSHEET:
"*PD 17-18.055 BID FORM*"

BIDDERS ARE REQUIRED TO COMPLETE THE BID FORM ON THE SPREADSHEET AND PRINT IT FOR SIGNATURE.

THE PRINTED BID FORM MUST BE SUBMITTED WITH AN ORIGINAL SIGNATURE OR THE BID WILL NOT BE ACCEPTED.

THE EXCEL SPREADSHEET MUST BE COMPLETED AND SUBMITTED VIA ELECTRONIC FORMAT (CD OR FLASH DRIVE)

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the County shall affix his signature hereto, and this shall then constitute a written Agreement between parties. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose Any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities

The following General Terms and Conditions are incorporated by reference (Continued)

19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submits a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.055, "Temporary Labor Services for the Escambia County Board of County Commissioners", Name of Submitting Firm, Date and Time Due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. **Definitions**

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Scope of Work**

CONTRACT EFFECTIVE: Upon Award with implementation no later than July 1, 2018.

The purpose of this Invitation to Bid is to solicit sealed bids for a fixed-price contract to furnish, as required, for the Escambia County Board of County Commissioners (BCC), herein noticed as "County":

- **Lot 1** – Provide temporary labor services throughout Escambia County, FL
- **Lot 2** – Provide full- and part-time personnel for toll collector positions for the Bob Sikes Toll Plaza, located in Pensacola Beach, FL.
- **Lot 3** – Provide personnel services for the Escambia County Youth Employment Program (ECYEP) (Lot 3 will be activated beginning in fiscal year 2018-2019)

Vendor shall provide the County the services of the Vendor's employees, hereinafter referred to as "Assigned Employees."

Vendor shall assume responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Assigned Employees with respect to compensation that Vendor has agreed to pay.

Vendor shall certify I-9 forms and verify eligibility to work through the E-verify program for all employees assigned to the County.

The Vendor shall offer to all eligible Assigned Employees who perform work for the County, health care coverage that meets the minimum requirement of the Patient Protection and Affordable Care Act and implementing regulations (collectively the "ACA"), including the market reform provisions, the minimum value requirements, and the affordability requirements of the ACA.

The Vendor will be deemed the common-law employer (within the meaning of 26 C.F.R. §31.3401© -(1)) of Contractor Assigned Employees.

Regardless of the foregoing, the parties nevertheless intend to satisfy the requirements of 29 C.F.R. §54.4980H – (4)(b)(2), under which an offer of group health plan coverage made by a temporary staffing firm is treated as an offer of coverage by an unrelated entity for purposes of Internal Revenue Code §4980H, provided that certain criteria are satisfied.

The Vendor shall charge the County a fee related to the Affordable Care Act (ACA), and will be billed per hour worked for each Assigned Employee. The Billable Rate Factor shown on the Bid Form should include any fees associated with compliance with all healthcare and ACA regulations in effect at the time of bid. On the primary Bid Form and in Vendor invoices, please show this fee as a separate line item so it can be acknowledged within the resulting agreement and invoice payments.

The Vendor shall perform necessary background checks and drug screenings on all Assigned Employees. At the County's request, the Vendor shall provide copies of any Assigned Employee's background check, which shall remain confidential.

Assignments will have a Not-to-Exceed (NTE) date determined based on the needs of the position. These assignments can be extended at one or two year intervals with the approval of the Human Resources Department. Assignments will not be made that will have a NTE date past the NTE date of the contract.

The Human Resources Department of the Board of County Commissioners will be the initial contact between the Agency, the County Division and the County's jobsite Supervisor.

The number and type of positions under this contract will vary from time-to-time. The minimum and maximum number of positions will vary based on the needs of the County. The positions that could require staffing at the initial stage of this period are listed in Exhibit "A". The County's 2017/2018 Pay Schedule (Exhibit "B") is to be used as a guideline and rates of pay may be higher or lower. The request for a temporary worker shall include the length of the assignment, the pay rate, the workers' compensation code, the job description, exempt/non-exempt status and details of the work assignment. The request form (Exhibit "F") will include the Worker's Compensation Classification however; the Agency will be

responsible for verifying the accuracy of the Worker's Compensation Code prior to filling the order. Worker's Compensation Codes and Job Titles may be found in Exhibit "C". Job descriptions for positions listed in Exhibit "C" may be found on the County's website, www.myescambia.com. Should the County need a position that is not covered in this solicitation the billable rate will be determined by negotiations coordinated by the Human Resources Department with the Agency.

Escambia County will not be required to retain an Assigned Employee for a minimum amount of time. The County is not responsible for any benefits of Assigned Employees. The Agency shall complete the Agency Disclaimer (Exhibit "D") and return with Bid submittal.

A. The Vendor

The Vendor shall be required to adhere to the Drug Free Workplace Statement included in this solicitation. It will be required that the Vendor will complete the following for each Assigned Employee who will be assigned to the County:

1. **REQUIRED excluding ECYEP – (Cost associated with this section may <u>not</u> be billed to the County and these costs shall be incorporated in the billable rate factor.)**

    a) A minimum of a five-panel drug test (Drug test to be performed upon offer of assignment to the County – exception would be for any Assigned Employee transferring as a result of the award of this contract.)

    b) A criminal background check for the previous two-year period and any activity found is to be discussed with the County's supervisor. An Assigned Employee may be placed at the County subject to the results of the criminal background check.

    c) Minimum of two employment reference checks.

    d) Sexual Predator background check.

    The Agency may be required to conduct additional tests and background checks based on position requirements.

2. **ADDITIONAL - (At County's Request – <u>may be billed back to the County at cost</u>)**

    a) Education check, as required.

    b) Credit Check, if applicable. (For positions that handle money)

    c) A Division of Motor Vehicles background check, if applicable.

    d) DOT 5-panel drug test, as required.

All costs associated with additional tests, background checks (Items (b)1-4) or any other required information verification performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County. A copy of Agency's invoice associated with the tests or background checks will be required to be submitted with the Agency's invoice to the County.

3. Assigned Employees required to travel from Division to Division, to perform assigned work, may receive mileage reimbursement (with proper and approved documentation) at the current County rate.

4. Assigned Employees assigned to the County and will be handling money, shall be bonded prior to their assignment to the County. ECYEP Assigned Employees shall not be handling money and are therefore excluded from this requirement.

   For employees handling money, the Agency shall procure, at its own expense, bonds (or other security) and insurance acceptable to County as described herein and shall maintain such bonds (or other security and insurance in full force and effect throughout the Term in the manner specified herein. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida. Failure to maintain the requisite bonds or insurance in place through the Term hereof shall be an Event of Default by Agency hereunder.

5. The Agency will maintain a local office within Escambia or Santa Rosa Counties and provide a dedicated Site Supervisor for all Assigned Employees assigned to this contract. The responsibilities of the Agency's Site Supervisor will include, but not be limited to, monthly meetings with Assigned Employees which include (excluding ECYEP Assigned Employees), safety training, orientation and/or training of the rules, regulations, and practices of the Agency and any other employee issues and concerns. The Agency's Site Supervisor will (excluding ECYEP Assigned Employees) discipline, counsel, evaluate performance, and terminate (when deemed necessary) the Assigned Employees. The Agency's Site Supervisor will work a minimum of twenty (20) hours a week, and be available to address Assigned Employee's concerns, questions, etc. each week. If the County should have a serious issue with the Agency's Assigned Employee, the Agency's Site Supervisor or other member of the Agency's management team must be able to visit the work site within 45 minutes of the request. Other site visits will be required when requested. The Agency's Site Supervisor will submit a quarterly report outlining their activities to Escambia County Human Resources including a current roster of those assigned to the County. The Agency will have provisions for someone in management/supervision to be available, if for any reason the Agency's Site Supervisor is unavailable. The time sheets will be electronically transmitted by the County's divisions on a weekly basis. The paychecks/stubs shall be delivered to each job site, on a weekly basis, by the Agency's Site Supervisor. The County will not provide compensation for the Agency's Site Supervisors' expenses.

The Agency's Site Supervisor will not be required to work on-site at County offices, nor will they be provided an office by the County.

6. All work will be subject to acceptance by the County, which will evaluate the Contractor's work for compliance with the Contract. The County's Contract Manager, or designee, will provide verbal and written communications to the Contractor referencing any and all problems or deficiencies with items of work as necessary. The Contractor will have a maximum of three (3) working days to correct identified problems. Unforeseen circumstances beyond the control of the Contractor, which delay compliance, will be considered at the discretion of the County.

7. All Assigned Employees shall abide by the safety guidelines in the County's Safety Policy Manual which may be found at www.myescambia.com under Risk Management.

8. The Agency shall provide any Personal Protective Equipment (PPE) and safety training required for the position. **All costs associated with Personal Protective Equipment shall be incorporated in the billable rate factor.**

9. All Assigned Employees shall be qualified for the position to which they are assigned, shall maintain high standards of personal grooming, and shall dress appropriately for the job.

10. The Vendor will ensure that no Assigned Employee is assigned to work at a County location where a relative of the employee is assigned. This requirement applies to all relatives of the Assigned Employees, either employed by the County or Vendor.

11. The Vendor will be responsible for all matters pertaining to the employment, benefits, compensation, discipline, and discharge of personnel provided by the Vendor. The Vendor will be an independent contractor of the County in performance of its duties herein. The Vendor's personnel performing services under the Contract will at all times be under the Vendor's direction and control and will be employees of the Vendor and not employees of Escambia County. The Vendor will pay all wages, salaries and other amounts due it's employees in connection with the Contract and will be responsible for all reports and obligations regarding such employees, including but not limited to Social Security Tax, Income Tax Withholding, Unemployment Compensation, Worker's Compensation, employee benefits and similar matters.

12. The Vendor's employees will follow the directions and instructions of the County's designated representative and will be subordinate to these individuals while on duty at the toll facility.

The County will provide the Vendor written documentation on employee

performance problems. The Vendor will be responsible for initiating corrective and progressive disciplinary action to the contracted employee. The Vendor will provide the County with written notification of action initiated.

13. Escambia County reserves the right to require the immediate removal, from the project, of any Vendor employee whom the County identifies as a potential threat to the health, safety, security or general well-being of the County customers, employees, agents or assets or whom the County determines does not meet the minimum performance requirements of the work. If such removal request of an employee occurs during the employee's regular shift, the Vendor, if directed by the County, will provide a replacement as soon as possible, but within two (2) hours.

    The County requests an employee's removal from this project, not their termination. Under no circumstances will the Vendor or its representatives inform the contracted employee that they are being terminated at the request of the County or any representative of the County. The Vendor will take full responsibility for termination of a contracted employee.

14. The Vendor will maintain employee shift reports and time records for review by the County. Employees will be required to record their shift starting and ending times and all rest or meal breaks Vendor provided prescribed forms or by use of an electronic timekeeping device.

15. If the Agency's employee is in an automobile accident, doing County business, the Agency will be responsible for the post-accident drug test at no additional cost to the County.

16. The Agency will be required to supply personnel that shall perform all required functions in a satisfactory manner. The County shall be the sole judge of satisfactory performance. The County may decline to accept any person provided by the Agency as soon as the County determines the person is not performing in a satisfactory manner. The County will be obligated to pay the agency for services rendered only until the time the Agency is notified that the performance is unsatisfactory. The Agency shall not be eligible to collect any fee if the County subsequently hires any person assigned to the County under this contract. Temporary assignments with the County will be a minimum of ninety (90) calendar days before the County will be eligible to hire an individual as a regular County employee. If the County refers the candidate for the assignment, the County may hire the individual at any time.

17. The Agency shall agree to supply an Assigned Employee to the County within a minimum of four (4) hours and a maximum of forty-eight (48) hours. Exceptions occur when departments elect to interview candidates and/or special recruitment activities are needed. The Agency will be notified at the time of request as to the time frame that the Assigned Employee will be required. If the Assigned Employee is a former County employee, the Agency shall contact the Escambia County Human Resources Department

for clearance before the Assigned Employee is assigned to the County.

18. County mandated Emergency Administrative Leave is for regular County employees only. Assigned Employees on assignment with the County are not required to work during a County mandated emergency. Assigned Employees requested and willing to work will be paid at their regular rate of pay for any hours worked.

19. Overtime hours are not normally allowed but if worked the FLSA guidelines will be followed according to the exempt or non-exempt status of the position.

20. The Agency will have all Assigned Employees sign a Temporary Employee Disclaimer (Exhibit "E") stating they are not an employee of the County and the County will not provide any benefits. A copy of this signed document will be sent to the County's Human Resources Department, prior to the start date of the Assigned Employee.

B. Invoicing

Invoices submitted in duplicate for employees to be paid should include, as a minimum, the following information: (1) Assigned Employee name, (2) classification or job title, (3) rate paid by the County, (4) purchase order number, (5) full amount of the employee(s) approved hours, with a copy of signed time sheet, and should be submitted separately for each Division. The Clerk of the Circuit Court, Accounts Payable, 221 Palafox Place, Pensacola, FL 32502, will provide payment upon receipt of the required documents.

C. Requesting an Assigned Employee

When requesting an Assigned Employee, the Departments and offices of the County will submit a completed "Request for Temporary Labor Service" form (Exhibit "F") to the Human Resources Department. The Human Resources Department will review and forward this request to the Agency. When an individual is selected by the Agency, the Agency will notify the County's Contract Administrator and the County's Work-Site Supervisor who will become the person of contact for the Assigned Employee, the County, and the Agency.

D. Bid Form

Column 3 for each Lot contained on the Bid Form provides an estimate for the number of employees needed by a department based on expected historical usage. This does not imply a minimum/maximum number of employees needed at any given time. Actual needs will vary by department.

E. Current Agreements

The current provider for Temporary Labor Services for Escambia County is Blue Arbor, Inc., and approximately $2.9M was paid on this contract from June, 2015 to

February, 2018.

The current provider for Toll Collection Services is Accustaff. The 2018 budget is listed at $410,000.00. It should be noted that while this is an estimate, the County will expand their duties with the new agreement therefore the cost to the staffing company should be reduced from the amount shown in historical data.

The current provider for Escambia County Youth Employment Program (ECYEP) is Landrum Staffing. This solicitation will not apply to Summer 2018 employment, only to youth employment following the end of the current program. The 2018 budget for this program is $300,150.00. Future engagements of this program should be similar in size and scope, and begin in the 2018-2019 fiscal year.

This solicitation should be awarded by July 5, 2018, with a fully executed agreement in place within 10 business days thereafter.

F. Billable Rate Factor

The Billable Rate Factor for all categories listed on the Bid Form is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug tests (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee PPE, and all other deductions and profits are to be included in this rate.

Example: $10.00 hourly pay rate x 1.33 (Billable Rate Factor) = $13.30 hourly bill rate

The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. **If the billable rate factor is not submitted in this format, the agency will be disqualified.**

All Billable Rate Factors noted below include the added fee for Affordable Care Act compliance.

The following are the Billable Rate Factors at the time the current contract was awarded for Temporary Labor Services:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	1.29
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	1.25
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	1.19

8810	Library (Library Clerk, Librarian, and other clerical positions)	N/A
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	1.26
9102	Park (Maintenance Worker, Technician)	1.26
9410	Municipal, Township, County or State Employee (Not Otherwise Classified – NOC) – (Engineer Project Coordinator, Engineer	1.24

The following are the Current Billable Rate Factors for 2018 for Toll Collector positions:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
8810	Toll Collection – Manager	1.33
8810	Toll Collection – Supervisor	1.47
8810	Toll Collection Staff	1.33

The following are the current Billable Rate Factors for 2018 for the Escambia County Youth Employment Program (ECYEP):

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
0035	Agriculture (plants/gardens)	1.5648
8810	Media Relations	1.5648
8810	Library	1.5648
8810	Natural Resources/Conservation	1.5648
8810	Clerical	1.5648
9102	Sports & Recreations (upkeep and prep)	1.5648
8292	Warehousing	1.5648
9015	Facilities Maintenance (Indoor & outdoor painting, general building maintenance as a helper)	1.5648
9015	Field Operations (assisting with monitoring neighborhood blight, environmental needs)	1.5648
9063	Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities)	1.5648
9410	Risk Analyst Assistant (assisting with the preparation of training materials for staff presentation' assisting with building inspections for safety conditions; assisting staff with investigation of work-related injuries and preparing paperwork associated with these duties)	1.5648
8831	Animal Services Assistant (assist in clerical capacity; preparing food for cats/dogs; general kennel cleaning; no working directly with animals)	1.5648
8810	Engineering Department Assistants (work with staff on transportation matters, planning, and zoning issues; all in a clerical capacity)	1.5648

G. Determination for Award

Bidders shall provide a Billable Rate Factor for each Lot and Worker's Comp Code listed on the Bid Form.

Award of the contract for each Lot will be based on the bidder with the lowest sum of **"Total $"** calculated in the following method:

Estimated Number of Employees * Expected Average Hourly Rate = Total $ By Comp Code

Total $ by Comp Code * Billable Rate Factor = **Total $**

The Billable Rate Factor should include any fees associated with compliance with all healthcare and Affordable Care Act (ACA) regulations in effect at the time of bid. On the primary Bid Form, please include what this fee is so it can be acknowledged within the resulting agreement.

The source of the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.

H. Toll Collection

Escambia County Transportation and Traffic Operations Division will oversee all day-to-day activities required to manage, supervise, maintain and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, determination of collector staffing and scheduling needs, money collection and storage, money handling and counting, deposit preparation and verification, toll accounting, deposit reconciliation and audits, facility security, and toll facility management.

In addition to furnishing all labor, previous agreements required Vendors to also provide associated materials such as office supplies, transportation, toll charges, support assistance, phone service, security and fire service, and incidentals necessary to manage toll collection. Per the agreement resulting from this solicitation, the Vendor will be required to furnish labor and the Public Works Department of Escambia County will be responsible for providing necessary tools and equipment required to operate toll collection duties.

1. Assigned Employee Duties

The toll plaza facility to be staffed in accordance with this plan consists of four (4) lanes at the toll plaza facility in conjunction with the required staff to operate the annual pass sales desk located within the SRIA main office building located at: 1 Via DeLuna Drive, Pensacola, Florida. The toll plaza facility located at 415 Pensacola Beach Blvd, Pensacola Beach, FL. with the administrative office located in lane # 4 at the Bob Sikes Toll Plaza, which is the western most lane of the plaza.

The level of personnel required for toll collection may be increased or

decreased, at any time, by the County under the following guidelines.

a) When an emergency condition exists that requires additional employees to handle emergency traffic conditions on a temporary basis, the Vendor will provide the additional employees as quickly as possible, but no later than two (2) hours after verbal notification to the Contractor by the County.

b) The Vendor will be responsible for providing replacement employees for scheduled Assigned Employees who fail to report to work or are otherwise unavailable. The Vendor is required to provide replacement toll collectors for the scheduled Assigned Employee who fails to report to work as quickly as possible, but no later than one (1) hour before the beginning of the scheduled shift, or at the beginning of the scheduled shift start time, if notified at least one (1) hour before the scheduled shift.

c) As a result of holidays, special events, changes in traffic patterns, or other operational requirements, the County may request the Vendor to provide expanded lane hours, whether by adding additional shifts using current Assigned Employees or by adding additional Assigned Employees as may be required to meet these changes. Such actions will be accomplished by means of a written authorization from the Contract Manager. Upon receipt of such request for additional employees, the Vendor will provide these additional Assigned Employees as soon as possible but no later than one (1) week following authorization by the County.

d) During emergencies or heavy traffic situation when an Assigned Employee fails to report to work, or as a result of an unfilled shift, the County may require another Assigned Employee from the off-going shift to remain on duty until the replacement employee arrives. Compensation for any such shift extension will be at the Contractor's hourly rate. Pursuant to b) above, overtime will not be approved in cases of employee failure to report to work.

2. **Minimum Qualifications**

Personnel provided by the Contractor for toll-collection assignments must meet the following minimum qualifications:

a) One (1) year of cash-handling experience on a computerized cashier system.

b) Possess a high school diploma or equivalent.

c) Demonstrate ability to speak, understand, and writing the English language proficiently.

d) Possess a valid Florida Driver's license and be insurable.

Additionally, the Assigned Employees must be capable of performing the following duties:

a) Accurately classify vehicles and collect proper toll amounts from motorists traveling through a toll lane, make proper change, and issue receipts to motorists.

b) Operate the County's toll collection equipment proficiently.

c) Represent the County in a courteous, friendly, professional, and helpful manner while dealing with Motorists. Speak and understand English proficiently to effectively communicate with motorists and respond to inquiries.

d) Accurately, thoroughly, and legibly complete operational reports reflecting toll lane activity, and prepare accurate cash deposit on all monies collected.

e) Safely travel by foot in toll lanes carrying up to twenty-five (25) pounds.

f) Perform other related duties as assigned by the supervisor.

3. Photo Identification, Name Tags, and Access Cards

The Vendor will provide each Assigned Employee with a photo identification badge to identify the individual as an employee of the Vendor. The Assigned Employee must have the identification badge with them while assigned to work at the toll facility.

4. Senior Level Manager and Communication

The Vendor will provide a senior level employee to act as the Vendor's manager during the term of the Contract, with authority to act on behalf of the Vendor in any matter related to the personnel assigned. The Vendor's manager and an alternate will speak, understand and write the English language and be available and on-call on a 24-hours-a-day basis during the term of the Contract.

The Vendor will provide emergency telephone numbers. The Vendor will respond to the County within thirty (30) minutes of initial contact (phone or text messages, etc.)

5. Tolls and Transportation

For the use of the toll facility, the Vendor will be required to pay toll charges, for passage of all vehicles, equipment and personnel at the standard rate applicable to the general public. Some employees are required to travel through the toll lanes to report to work at the toll facility. Vendor employees

will be required to pay all toll charges at any time they pass through a toll facility.

The County will require the Vendor to directly reimburse its toll collection employees for all toll charges the employees are required to pay that are directly related to work performed by the employees under this Contract, except tolls incurred when reporting to work.

These toll charges cannot be waived nor will they be reimbursed by the County. The cost of all toll charges will be presumed to have been included in the Contract hourly rate proposal. The hourly contracted rate offered by Vendor and accepted by the County is assumed to be all inclusive and will be the only avenue for payment to the Vendor.

6. **Orientation and Training**

a) **Training History and Records**

The Vendor will be required to maintain records on contracted employees' training history. The Vendor will provide these reports at the request of the County.

b) **Training Hours Compensation**

While Vendor employees are attending either initial or follow up County provided or mandated training, the County will pay for these hours at the contract hourly rate.

c) **Completion of Training**

Failure to successfully complete any training session will exclude the Vendor employee from being assigned to the project for the remainder of the Contract period.

d) **Verification of Hours Worked**

The Vendor will verify hours worked with the toll facility manager or supervisor weekly/ monthly, and contract will be paid as hours worked.

7. **COUNTY RESPONSIBILITIES**

a) **Supervisor of Operations**

Escambia County will be responsible for overseeing the day-to-day activities required to manage, supervise, and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, money collection and storage, deposit preparation and verification, operational reporting, toll accounting and audits, facility security and maintenance, and toll facility management.

b) Staffing Requirements

The County will provide contract administration functions and will establish and adjust toll collection staffing requirements. On-duty supervisors and managers at the toll facility locations will be responsible for contacting the Vendor to request additional personnel should the number of on-duty employees be inadequate at any time. Employees of the County will not be responsible for coordinating work schedules directly with the Vendor's toll collection employees.

c) Performance Concerns

The County will be responsible for notifying the Vendor of collector performance problems, including unacceptable cash variances and other violations of Escambia County procedures. Notification of individual collector performance concerns will be made in writing to the Vendor's Manager.

d) Employee Uniforms

The Vendor will provide uniforms to all Vendor toll collection personnel assigned to the Contract, which are subject to the approval of Escambia County. The Vendor will be responsible for informing contracted employees of any County uniform policies and procedures and to ensure uniforms are maintained in a presentable manner.

e) Audit and Accounting Reports

The Vendor shall provide the daily and monthly audit and accounting reports described above.

f) Operations and Procedures Reporting and Manuals

The Vendor shall develop in conjunction with the County, additional reporting procedures which the parties may determine would be of assistance and advisable in the provision of these services. Operations and procedures shall be set forth in manuals upon the request of Escambia County.

B. Escambia County Youth Employment Program (ECYEP)

Escambia County has determined that it is in the best interests of the health, welfare, and safety of the community for the County to develop the ECYEP.

The ECYEP will serve youth between the ages of sixteen (16) and twenty (20) years of age who reside in the County and whose total household income meets the 200% poverty level guidelines and will further provide these individuals with meaningful work experience.

3. <u>Fidelity Bond</u>

The County shall require the Vendor to furnish a fidelity bond to guarantee reimbursement

to the County for losses resulting from proven acts of dishonesty by contract employees who handle cash or are exposed to opportunities for theft. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida by the successful Offeror(s) before the Contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Procurement Questions**

Procurement questions may be directed to Jeffrey Lovingood, Purchasing Specialist, JDLovingood@myescambia.com. The last day for questions to be submitted for this solicitation is June 06, 2018, at 5:00 PM CDT.

5. **Bid Form**

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink, and signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, Conference room 11.407, 213 Palafox Place, Pensacola, FL 32502, May 31, 2018, at 11:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. **Notices**

All notices required to made pursuant to this solicitation or resulting agreement, by either party to the other shall be in writing and delivered by hand or by the United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

General Temporary Labor:
Ms. Janice Floyd
Human Resources
221 Palafox Place
Pensacola, FL 32502

Toll Collection Services:
Mr. David Forte
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Escambia County Youth Employment Program:
Ms. Tonya Gant
Escambia County Neighborhood and Human Services
221 Palafox Place
Pensacola, FL 32502

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 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. **Emergency Services**

The Vendor resulting from this solicitation includes services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

10. **Compliance with Governing Laws and Regulations**

The Offeror or Vendor 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.

11. **Contract Term/Renewal/Termination**

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

A. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

12. Pricing

All services 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.

13. Fair Labor Standards Act Exemption

The 2018 Florida minimum wage is $8.25 per hour, effective January 01, 2018. Florida law requires the Florida Department of Economic Opportunity to calculate a minimum wage rate each year. The annual calculation is based on the percentage increase in the federal Consumer Price Index for Urban Wage Earners and Clerical Workers in the South Region for a 12-month period.

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

Pursuant to enactment of such minimum wage increase by the U.S. Department of Labor under the Fair Labor Standards Act, the County shall take the following actions based upon a written request by the awarded Vendor:

A. Within five (5) working days from receipt of a written request by the Vendor, a Hearing may be scheduled if such request is in dispute. The Vendor may present documentation to support a request for a price modification based upon such minimum wage increase.

B. Should a Hearing be held, within five (5) working days after receipt of all pertinent documentation requested by the Hearing Officer or submitted by the Vendor, the County shall issue a final determination.

C. The County shall take appropriate and timely action to ensure all contractual documents reflect the decision of the Hearing Officer. Should an increase be approved, such action shall be effective the date of the approving decision. The County and the Vendor shall ensure all invoices submitted and received from that date forward shall reflect such increase.

14. 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 Vendor. Upon negotiation of the offer, execution and receipt of the change order, the Vendor shall commence performance of the work as specified.

The Vendor 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 Vendor 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.

15. Ordering – Issuing a PO in advance to initiate a temp labor request?

The County will issue release (purchase) orders against the contract on an as needed basis for the services listed on the Bid Form.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

The County reserves the right to award on an "all-or-none total" basis to one Offeror or to award on a "lot-by-lot" basis, whichever is in the best interest of and/or most advantageous to the County. For the purposes of this solicitation, a "lot" will be identified as any one of the three categories of staff needed: Temporary Labor Services, Toll Collectors, and Escambia County Youth Employment Program.

18. Protection of Property

The Vendor will protect from damage all property associated with, or which is in the vicinity of, or in any way affected by, the Vendor's work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of the Vendor, or its employees, agents or invitee, will be immediately repaired at the expense of the Vendor to a condition similar or equal to that existing before such damage occurred.

19. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the Vendor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the Vendor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the Vendor by the Office of Purchasing. Such termination may also result in suspension or debarment of the Vendor.

20. Termination (Public Records Request)

If the Vendor 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 Vendor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the Vendor and his surety, if any, seven (7) days written notice, during which period Vendor still fails to allow access, terminate the employment of

the Vendor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Vendor, and may finish the project by whatever method it may deem expedient. In such case, the Vendor 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 Vendor (excluding monies owed the Vendor for subcontract work.)

21. Quantity

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form. It is understood by all Offeror's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

22. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The Vendor 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 Vendor, 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 Vendor 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 Vendor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the Vendor'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 Vendor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Vendor'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 Vendor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Vendor or any other insurance of the Vendor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. **Workers Compensation Coverage**

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. **General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. **Employment Practices Liability Coverage**

Employment Practices liability coverage in the amount of $1,000,000.00, with Escambia County BCC endorsed as an additional insured.

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability and business auto policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4953

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

a) Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

b) 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.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Exhibit "A"

BCC PAY SCHEDULE
FY 2017/2018

	HOURLY					ANNUAL	
PAYGRADE	MINIMUM	ST QUARTIL	MIDPOINT	RD QUARTIL	MAXIMUM	MINIMUM	MAXMUM
A10	8.25	9.40	10.54	11.69	12.83	17,160.00	26,686.40
A11	10.20	11.85	13.51	15.16	16.81	21,216.00	34,964.80
A12	10.71	12.45	14.18	15.92	17.65	22,276.80	36,712.00
A13	11.25	13.07	14.89	16.71	18.53	23,400.00	38,542.40
B20	11.25	13.07	14.90	16.72	18.54	23,400.00	38,563.20
B211	12.49	15.36	18.23	21.10	23.97	25,979.20	49,857.60
B21	12.49	14.51	16.53	18.55	20.57	25,979.20	42,785.60
B21A	13.75	15.98	18.21	20.43	22.66	28,600.00	47,132.80
B22	14.54	16.90	19.26	21.61	23.97	30,243.20	49,857.60
B22A	15.12	17.57	20.01	22.46	24.90	31,449.60	51,792.00
B23	16.63	19.33	22.02	24.72	27.41	34,590.40	57,012.80
B31	17.96	20.87	23.79	26.70	29.61	37,356.80	61,588.80
B32	19.40	22.54	25.68	28.82	31.96	40,352.00	66,476.80
C41	20.75	24.11	27.48	30.84	34.20	43,160.00	71,136.00
C42	22.21	25.81	29.41	33.00	36.60	46,196.80	76,128.00
C42A	22.83	26.27	29.72	33.16	36.60	47,486.40	76,128.00
C43	23.76	27.61	31.46	35.31	39.16	49,420.80	81,452.80
C51	25.42	29.54	33.66	37.78	41.90	52,873.60	87,152.00
C52	27.21	31.62	36.02	40.43	44.83	56,596.80	93,246.40
C53	28.16	32.72	37.29	41.85	46.41	58,572.80	96,532.80
D61	29.12	33.84	38.55	43.27	47.98	60,569.60	99,798.40
D62	30.86	35.86	40.86	45.86	50.86	64,188.80	105,788.80
D63	32.71	38.01	43.31	48.60	53.90	68,036.80	112,112.00
D71	34.67	40.29	45.91	51.52	57.14	72,113.60	118,851.20
D72	36.76	42.71	48.67	54.62	60.57	76,460.80	125,985.60
E80	32.08	37.28	42.48	47.67	52.87	66,726.40	109,969.60
E81	38.96	45.27	51.58	57.89	64.20	81,036.80	133,536.00
E82	41.29	47.98	54.68	61.37	68.06	85,883.20	141,564.80
E83	43.78	50.87	57.96	65.05	72.14	91,062.40	150,051.20
E91	46.41	53.93	61.44	68.96	76.47	96,532.80	159,057.60
E92	49.19	57.16	65.13	73.09	81.06	102,315.20	168,604.80
F101	54.11	62.87	71.64	80.40	89.16	112,548.80	185,452.80
F102	59.51	69.15	78.80	88.44	98.08	123,780.80	204,006.40

Changed Minimum Wage to $8.25 effective January 1, 2018

Exhibit "B"

JAIL PAY SCHEDULE

FY 2017/2018

	HOURLY					ANNUAL	
DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
JA10	9.25	10.44	11.63	12.82	14.01	$19,240.00	$29,136.64
JA11	10.19	11.50	12.81	14.13	15.44	$21,195.20	$32,114.58
JA12	10.70	12.08	13.45	14.83	16.20	$22,256.00	$33,699.95
JA13	11.64	13.14	14.64	16.14	17.63	$24,211.20	$36,677.89
JB20	12.09	13.65	15.20	16.76	18.31	$25,147.20	$38,091.87
JB21	13.30	15.01	16.72	18.44	20.15	$27,664.00	$41,905.34
JB22	14.96	16.89	18.81	20.74	22.66	$31,116.80	$47,132.80
JB22A	15.71	17.73	19.75	21.77	23.79	$32,676.80	$49,489.44
JB22B	16.49	18.81	21.12	23.44	25.75	$34,299.20	$53,560.00
JB22C	17.32	19.55	21.78	24.01	26.23	$36,025.60	$54,566.93
JB23S	12.59	14.21	15.83	17.45	19.07	$26,187.20	$39,655.82
JB23T	15.11	17.05	18.99	20.93	22.88	$31,420.48	$47,582.70
JB23	16.63	18.76	20.90	23.03	25.16	$34,590.40	$52,338.83
JB23A	17.44	19.69	21.93	24.18	26.43	$36,275.20	$54,973.98
JB23B	18.32	20.68	23.03	25.39	27.75	$38,105.60	$57,716.26
JB23C	19.24	21.71	24.19	26.66	29.14	$40,019.20	$60,608.50
JB31	18.69	21.10	23.50	25.91	28.31	$38,875.20	$58,894.58
JB32	21.18	23.90	26.63	29.35	32.07	$44,054.40	$66,714.34
JC40	21.13	23.85	26.58	29.30	32.02	$43,950.40	$66,607.22
JC41	23.26	26.25	29.24	32.23	35.23	$48,380.80	$73,270.08
JC42	24.91	28.11	31.32	34.52	37.73	$51,812.80	$78,476.11
JC43	26.57	29.99	33.41	36.82	40.24	$55,265.60	$83,703.57
JC51	28.64	32.33	36.01	39.70	43.38	$59,571.20	$90,237.89
JC52	31.13	35.14	39.14	43.15	47.15	$64,750.40	$98,079.07
JD61	33.20	37.47	41.75	46.02	50.29	$69,056.00	$104,613.39
JD62	34.86	39.35	43.83	48.32	52.81	$72,508.80	$109,840.85
JD63	36.52	41.22	45.92	50.61	55.31	$75,961.60	$115,046.88
JD71	38.60	43.57	48.53	53.50	58.46	$80,288.00	$121,602.62
JD72	41.09	46.37	51.66	56.94	62.22	$85,467.20	$129,422.38
JE81	43.16	48.71	54.27	59.82	65.37	$89,772.80	$135,978.13
JE82	44.82	50.58	56.35	62.11	67.88	$93,225.60	$141,184.16
JE83	46.47	52.45	58.43	64.41	70.39	$96,657.60	$146,411.62
JE91	48.55	54.80	61.04	67.29	73.53	$100,984.00	$152,945.94
JE92	51.03	57.60	64.17	70.73	77.30	$106,142.40	$160,787.12
JF101	55.12	62.21	69.30	76.39	83.48	$114,649.60	$173,641.52
JF102	60.63	68.43	76.23	84.03	91.83	$126,110.40	$191,016.38

No changes were made for FY 17/18

Exibit "C"

LIBRARY PAY SCHEDULE

FY 2017/2018

	HOURLY					ANNUAL	
PAYGRADE	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
GE-01	9.19	10.94	12.69	14.43	16.18	$19,115.00	$33,657.00
GE-02	9.66	11.50	13.33	15.17	17.01	$20,092.00	$35,371.00
GE-03	10.14	12.07	13.99	15.92	17.85	$21,091.00	$37,128.00
GE-04	10.65	12.68	14.70	16.73	18.76	$22,152.00	$39,013.00
GE-05	11.14	13.15	15.16	17.17	19.18	$23,171.00	$39,892.00
GE-06	11.48	13.61	15.74	17.87	20.00	$23,878.00	$41,606.00
GE-07	11.82	14.07	16.31	18.56	20.81	$24,585.00	$43,276.00
GE-08	12.26	14.51	16.76	19.01	21.26	$25,500.00	$44,220.00
GE-09	12.63	14.90	17.18	19.45	21.72	$26,270.00	$45,184.00
GE-10	13.00	15.41	17.82	20.23	22.64	$27,040.00	$47,091.00
GE-11	13.37	15.92	18.47	21.02	23.57	$27,809.00	$49,019.00
GE-12	13.72	16.33	18.95	21.56	24.17	$28,537.00	$50,283.00
GE-13	14.08	16.76	19.44	22.12	24.80	$29,286.00	$51,590.00
GE-14	14.50	17.26	20.02	22.78	25.53	$30,160.00	$53,111.00
GE-15	15.23	18.13	21.03	23.92	26.82	$31,678.00	$55,789.00
GE-16	16.00	19.04	22.08	25.12	28.16	$33,280.00	$58,574.00
GE-17	16.81	20.00	23.20	26.39	29.58	$34,964.00	$61,530.00
GE-18	17.65	21.01	24.36	27.72	31.08	$36,712.00	$64,637.00
GE-19	18.54	22.06	25.59	29.11	32.63	$38,563.00	$67,872.00
GE-20	19.48	23.18	26.88	30.58	34.28	$40,518.00	$71,300.00
GE-21	20.46	24.34	28.23	32.11	36.00	$42,556.00	$74,877.00
GE-22	20.86	24.82	28.78	32.74	36.70	$43,388.00	$76,334.00
GE-23	22.57	26.85	31.13	35.41	39.69	$46,945.00	$82,547.00

No changes were made for FY 17/18

Exhibit "D"

MEDICAL - JAIL PAY SCHEDULE

FY 2017/2018

		HOURLY					ANNUAL	
POSITION	DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
ARNP - Clinical	JD72	40.28	45.77	51.25	56.74	62.22	$83,782.40	$129,422.38
Medical Assistant	JA12	10.49	11.92	13.35	14.78	16.20	$21,819.20	$33,699.95
Dental Assistant	JB21	13.04	14.82	16.60	18.37	20.15	$27,123.20	$41,905.34
Pharmacy Tech	JA13	11.41	12.97	14.52	16.08	17.63	$23,732.80	$36,677.89

Refer to BCC pay scale for positions not listed

Job Title and Worker's Compensation Codes
(For questions, please contact Risk Management)

Job Title	W/C Code	Job Title	W/C Code
Accountant	8810	County Surveyor	8601
Accounting Assistant	8810	Court Liaison	7720
Accounting Manager	8810	Crim Just Prog Manager	8810
Accounting Technician	8810	Criminal Justice Spec I (Jail)	7720
Administrative Assistant (Jail Medical)	7720	Criminal Justice Spec I (All others)	8810
Administrative Assistant (Legal)	8820	Criminal Justice Spec II	8810
Administrative Assistant (All others)	8810	Custodial Mgr	9015
Administrative Officer	8810	Custodial Supv	9015
Administrative Officer I	8810	Custodial Worker	9015
Administrative Supervisor (Jail)	7720	Customer Service Technici	8810
Administrative Supervisor (All others)	8810	Customer Svs Associate	8810
Animal Control Comm Clerk	8831	Dental Assistant	7720
Animal Control Officer	8831	Dept Director II (Parks)	9102
Animal Control Supv	8831	Dept Director II (All others)	8810
Animal Services Manager	8831	Dept Director III (Public Safety)	7705
ARNP/Clinical Associate	7720	Dept Director III (All others)	8810
Asst Co Attorney (Cert)	8820	Deputy County Attorney	8820
Asst Co Attorney (Non-Cert)	8820	Deputy Division Manager	9410
Asst County Administrator	8810	Deputy Fire Chief	7704
Battalion Chief	7704	Deputy SOE For Admin	8810
BI Chief Construction Supv	9410	Detention Assistant	7720
BI Combination Inspector	9410	Detention Assistant	8810
BI Combination Supv	9410	Dev Program Mgr	8810
BI Construction Inspector	9410	Development Services Manager	8810
Billing Manager	8810	Director Of Mental Health	7720
Bldg Cd Enforce Officer	9410	Director's Aide	8810
Branch Director	8810	Division Manager (DCAT)	8601
Budget Analyst	8810	Division Manager (EMS)	7705
Budget Manager	8810	Division Manager (Marine Resources)	9410
Building Code Insp Supervisor	9410	Division Manager (Road Prison)	7720
Chief of Water Safety	7520	Division Manager (All others)	8810
Clerk I	8810	Dna Technician - Relief	7720
Clerk II	8810	Ec Mrk & Prom Coordinator	8810
Clerk III	8810	Election Specialist	8810
Clinical Nurse	7720	Elections Coordinator	8810
Clinical Nurse Coord	7720	Emer Comm Disp - Relief	8810
Comm & Media Relations Mgr	8810	Emer Medical Specialist	7705
Comm & Media Relations Spec	8810	Emer Medical Spec-Relief	7705
Comm Center Coordinator	9102	Emergency Comm Call Taker	8810
Commissioner	8810	Emergency Comm Dispatcher	8810
Commissioner's Aide	8810	Emergency Comm Division Mgr	8810
Compliance Coordinator	9410	Emergency Comm Supv	8810
Construction Inspector	9410	Emergency Ops Coordinator	8810
Construction Mgr	9410	Emergency Planning Coord	8810
Corrections Captain	7720	EMS Operations Mgr	7705
Corrections Financial Manager	8810	Ems Quality Specialist	7705
Corrections Lt	7720	Energy Manager	8810
Corrections Officer	7720	Engineering & Env Quality Mgr	8810
Corrections Officer - Work Release	7720	Eng Program Coordinator (Engineering)	9410
Corrections Sergeant	7720	Eng Program Coordinator (Office Staff)	8810
County Administrator	8810	Engineering Project Coord	9410
County Attorney	8820	Engineering Spec - Signal	5509

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code	Job Title	W/C Code
Engineering Specialist	5509	HR Manager	8810
Engineering Specialist (Office Staff)	8810	HR Supervisor - Employment	8810
Engineering Tech - Signal	5509	HR Supervisor - HRIS	8810
Engineering Tech (Transp & Drainage)	9410	Human Res Associate I	8810
Engineering Tech (All others)	8601	Human Res Associate II	8810
Environ Analyst (Term)	8720	Human Resources Supv	8810
Environ Enforce Ofr	9410	Info Specialist - SOE	8810
Environ Enforce Supv	9410	Info Technology Coord	8810
Environmental Analyst	8720	Info Technology Spec	8810
Environmental Prog Mgr	8720	Info Technology Tech	8810
Environmental Tech	9015	IT Manager	8810
Environmental Tech (Waste Srvs)	6217	IT Network Analyst	8810
Equip Operator I	5509	IT Security Officer	8810
Equip Operator II (Waste Ops)	6217	IT Spec - Audio & Visual	8810
Equip Operator II (All others)	5509	It Voip Coordinator	8810
Equip Operator III (Waste Srvs)	6217	It Web Coordinator	8810
Equip Operator III (All others)	5509	Jail - EMT/Paramedic	7720
Equip Operator IV (Waste Srvs)	6217	Jail Admin Assistant	8810
Equip Operator IV (All others)	5509	Jail Corr Lieutenant	7720
Extension Agent I	8810	Jail Corrections Captain	7720
Extension Agent II	8810	Jail Corrections Officer	7720
Extension Agent III	8810	Jail Corrections Sergeant	7720
Extension Agent IV	8810	Jail Custodial Worker	7720
Field Supervisor-Rd	5509	Jail Office Support Asst	7720
Field Supervisor-Rd (SRI Public Works)	9410	Jail Program Coordinator	7720
Field Supervisor-SW (Waste Srvs)	9403	Kennel Supervisor	8831
Fire Captain	7704	Kennel Technician	8831
Fire Chief	7704	Landfill Ops Supv	9403
Fire Inspector	7704	Landfill Service Worker	9403
Fire Lieutenant	7704	Laundry Specialist	7720
Fire Marshall	7704	Laundry Worker	7720
Fire Public Educ Officer - Relief	7704	Law Librarian (Jail)	7720
Firefighter	7704	Law Librarian (All others)	8810
Firefighter - Relief	7704	Lead Animal Control Officer	8831
Fleet Maint Spec	8380	Lead Drafter/Eng Proj Coord	9410
Fleet Maint Supv (EMS)	8380	Lead Env Enforce Officer	9410
Fleet Maint Supv (Mass Transit)	8380	Lead Fleet Maint Tech	8380
Fleet Maint Supv (SRI Public Works)	8380	Lead Maintenance Tech (Parks)	9102
Fleet Maint Supv (Waste Srvs)	9403	Lead Maintenance Tech (SRI Public Works)	9410
Fleet Maint Tech (Mosquito Srvs)	9402	Lead Power Equip Tech	8380
Fleet Maint Tech (All Others)	8380	Legal Admin Asst	8820
Fleet Maint Worker	8380	Legal Office Administrator	8820
Floodplain Program Manager	9410	Librarian	8810
Food Service Assistant	7720	Librarian - PT	8810
Food Service Supv	7720	Library Clerical Asst	8810
Forensic Jail Case Manager	7720	Library Computer Tech	8810
Frnsc Mntl Hlth Spec-Trm	8810	Library Director	8810
Fuel Distrib Assistant	8380	Library Info Specialist	8810
Fuel Distribution Supv	8380	Library Manager	8810
GIS Analyst	8810	Library Tech Spec - Courier	8810
GIS Technician	8810	Library Technician	8810
Health Services Manager	7720	Licensed Practical Nurse	7720
Housing Rehab Specialist	9410	Lifeguard	7520

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code
Maintenance Shop Supv	5190
Maintenance Tech (Facilities)	9015
Maintenance Tech (Facilities - Electrical)	5190
Maintenance Tech (Library)	9015
Maintenance Tech (Mass Transit)	8380
Maintenance Tech (Mass Transit/Grounds)	9102
Maintenance Tech (Parks)	9102
Maintenance Worker (Facilities)	9015
Maintenance Worker (Mass Transit/Grounds)	9102
Maintenance Worker (Parks)	9102
Maintenance Worker (SRI Public Works)	5509
Medical Assistant	7720
Medical Director	8832
Medical Records Tech	8810
Medical Support Assistant	7720
Mental Health Counselor	7720
Mosqito Control Manager	8810
Mosquito Control Supv	9402
Mosquito Control Tech	9402
Network System Engineer I	8810
Office Support Assist	8810
Paramedic Supervisor	7705
Pharmacy Tech	7720
Plans Examiner	8810
Power Equipment Tech	8380
Program Assistant	9015
Program Coordinator	8810
Program Mgr Fac Constr Maint	9015
Program Mgr R&B Const Maint	9410
Program Mgr-Parks	5509
Program Manger (SOE)	8810
Program Manager (Traffic)	8601
Program Manager (SRI Public Works)	9410
Program Specialist - SOE	8810
Prop Lien Program Coord	8810
Psychiatric Technician	7720
Purchasing Associate	8810
Purchasing Manager	8810
Purchasing Specialist	8810
Real Estate Aqcuis Manager	9410
Records Clerk	8810
Recration Coordinator	9102
Recreation Manager	9102
Recycling Oper Manager	8810
Redeveloper I	8810
Registered Nurse	7720
RESTORE Program Manager	8810
Risk Analyst	8742
Road Construct Spec	5509
Road Division Manager	5509
Safe Neighborhoods Coordinator	8810
Safety Technician	9403

Job Title	W/C Code
Senior Admin Officer I	8810
Senior Admin Officer II	8810
Senior Budget Analyst	8810
Senior Kennel Technician	8831
Senior Librarian	8810
Senior Lifeguard	7520
Sr Assistant County Atty	8820
Sr Bldg Code Enf Officer	9410
Sr Comm & Media Rel Spec	8810
Sr Criminal Justice Spec	8810
Sr Election Supp Asst	8810
Sr Eng Proj Coordinator	9410
Sr Natural Resources Mgr	8720
Sr Office Support Assist	8810
Sr Purchasing Coordinator	8810
Sr Urban Planner	8810
Storekeep/Warehouse Supv	8810
Stormwater Manager	9410
Strkpr/Wrhs Tech	8810
Strkpr/Wrhs Tech - Relief	8810
Student Assistant	8810
Supervisor of Elections	8810
Systems Analyst	8810
Train/Outreach Coordinator - SOE	8810
Transit Bus Operator	7382
Transit Cleaner	8380
Transit Cleaner	8380
Transit Customer Serv Rep	8810
Transit Customer Serv Supv	8810
Transit Fleet Maint Mgr	8380
Transit Fleet Maint Tech	8380
Transit Fueler	8380
Transit Fueler	8380
Transit Maint Manager	8380
Transit Manager	8810
Transit Prog Mgr Ops	5509
Transit Prog Mgr Safety	9403
Transit PT Trolley Operator	7382
Transit Supervisor (Mass Transit/Safety)	9403
Transit Supervisor (Mass Transit/Ops)	5509
Transp & Traffic Ops Mgr	9410
Urban Planner I	8810
Urban Planner II	8810
Vet Technician	8831
Veteran Affairs Officer	8810
Veterinarian	8831
Video Production Spec	8810
Warehouse Specialist - SOE	5191
Warehouse Worker	7720
Water Qual Env Tech Grant	9015
Water Quality Manager	8720
Workers Comp Specialist	8810

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 30, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.055 Temporary Labor Services for Escambia County BCC

All:

You recently reviewed an Invitation to Bid regarding the above-mentioned specification.

This Addendum Number 1 provides for an update to the time listed for the non-mandatory pre-solicitation conference scheduled for tomorrow, May 31, 2018, in the Office of Purchasing. **The meeting is scheduled to begin at 11:00 AM CDT.**

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles, Purchasing Manager
Office of Purchasing

June 11, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 17-18.055 Temporary Labor Services for Escambia County (FL) Board of County Commissioners

All:

You have recently obtained an Invitation to Bid for the above-mentioned specification.

This Addendum Number 2 provides for the updates which follow below and on the next page.

Question 1: Is a Bid Bond Required.
Answer 1: A Bid Bond **IS** required in the amount of $1,000.00. This ensures that the awarded firm will honor their bid.

Question 2: In the event of an emergency where temporary labor may be urgently needed, will it be possible to waive the need for background checks to expedite the process of providing staff?
Answer 2: This would require Board action and can only take place at the time of the event.

(Continued on the following page)

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Question 9: The current agreement regarding toll collection requires the staffing agent to acquire the Sunpass transponders and load them with funds for paying tolls for staff performing work duties during their shift. The current agreement also requires Assigned Employees to pay any tolls required to arrive to/depart from their scheduled shift.

Answer 9: At this time, the County will **not** be changing this requirement.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

SOLICITATION, OFFER, AND BID FORM

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
or P.O. Box 1591, Pensacola, FL 32591-1591

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid
Temporary Labor Services for the Escambia County Board of County Commissioners
Solicitation Number PD 17-18.055

SOLICITATION

Mailing Date: May 21, 2018

Pre-Solicitation Conference: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502 at 10:00 AM CDT May 31, 2018

Offers Will Be Received Until: 2:00 PM CDT, June 12, 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 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 Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number: 56-1308931 **Terms of Payment** net 30

Delivery Date will be 6/12/2018 **days after receipt of Purchase Order**

Vendor Name: Blue Arbor, Inc.

Address: 913 Gulf Breeze Parkway Unit 29 **Bid Bond Attached**

City, State, Zip: Gulf Breeze, FL 32561 **$**

Phone: 252-514-5380 **Toll Free:** 800-633-9715

Fax: 252-638-5087 **Contact:** Lucine Moffett

Lucine Moffett, President
Name & Title of Person Authorized to Sign Offer

Lucine Moffett
* Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

BID FORM

Lot 1 – Temporary Employment Services	**$1,288.19**
Lot 3 – Escambia County Youth Employment Program	**$739.20**
Affordable Care Act Fee per Assigned Employee per Hour *(Notification only; Billable Rate Factor should include this fee.)*	**$0.10**

EXHIBIT
B

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	13	$10.71	$139.23	1.27	$176.82
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	6	$12.83	$76.98	1.25	$96.23
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	18	$10.91	$196.38	1.168	$229.37
8810	Library (Library Clerk, Librarian, and other clerical positions)	27	$9.74	$262.98	1.168	$307.16
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	17	$12.66	$215.22	1.238	$266.44
9102	Park (Maintenance Worker, Technician)	6	$11.81	$70.86	1.238	$87.72
9410	Municipal, Township, County or State Employee (Not Otherwise Classified – NOC) – (Engineer Project Coordinator, Engineer	6	$17.00	$102.00	1.22	$124.44

Total for Lot 1 – Temporary Employment Services **$1,288.19**

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
0035	Agriculture (plants/gardens)	1	$8.25	$8.25	1.28	$10.56
8810	Media Relations	1	$8.25	$8.25	1.28	$10.56
8810	Library	14	$8.25	$115.50	1.28	$147.84
8810	Natural Resources/Conservation	2	$8.25	$16.50	1.28	$21.12
8810	Clerical	27	$8.25	$222.75	1.28	$285.12
9102	Sports & Recreations (upkeep & prep)	5	$8.25	$41.25	1.28	$52.80
9102	Park Conservation (assisting staff with general grounds keeping and light repair of playground equipment)	1	$8.25	$8.25	1.28	$10.56
8292	Warehousing	1	$8.25	$8.25	1.28	$10.56
9015	Facilities Maintenance (painting/indoor & outdoor, general building maintenance as a helper)	7	$8.25	$57.75	1.28	$73.92
9015	Field Operations (assisting with monitoring neighborhood blight, environmental needs)	1	$8.25	$8.25	1.28	$10.56
9063	Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities)	2	$8.25	$16.50	1.28	$21.12
9410	Risk Analyst Assistant (assisting with the preparation of training materials for staff presentation; assisting with building inspections for safety conditions; assisting staff with investigation of work-related injuries and preparing paperwork associated with these duties)	2	$8.25	$16.50	1.28	$21.12

8831	Animal Services Assistant (assist in clerical capacity; preparing food for cats/dogs; general kennel cleaning; no working directly with animals)	5	$8.25	$41.25	1.28	$52.80
8810	Engineering Department Assistants (Work with staff on transportation matters, planning, and zoning issues; all in a clerical capacity)	1	$8.25	$8.25	1.28	$10.56
					Total for Lot 3 - ECYEP	**$739.20**

Escambia County Clerk's Original

8/2/2018 CAR II-9

AGREEMENT FOR TEMPORARY LABOR SERVICES (PD 17-18.055)

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 JJW Services, Inc. D/B/A Accustaff, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 52-2107466, whose principal address is 220 West Garden Street, Suite 805, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, on May 21, 2018, the County issued an Invitation to Bidders (PD 17-18.055) seeking a contractor to provide temporary labor services for all departments of Escambia County (Lot 1), toll collector personnel for the Bob Sikes Bridge Toll Plaza (Lot 2), and personnel for the Escambia County Youth Employment Program (Lot 3); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services for Lot 2; 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 contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for a term of one (1) year. Upon mutual agreement of the parties, this Agreement may be renewed for two additional twelve (12) month terms. The total duration of this Agreement, including the exercise of all options to renew/extend, shall not exceed the duration of three (3) years.

3. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services set forth in Escambia County's *Invitation to Bidders for Temporary Labor Services for Escambia County Board of County Commissioners, Specification No. P.D. 17-18.055*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibits referenced herein and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in accordance with the Fee Schedule, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall order services from the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The required services shall be described in detail and the applicable timeframe in which the services are required will be stated in the work order. No minimum quantity of work is guaranteed during the term of this Agreement, and only those services requested pursuant to a work order may be compensated.

Date: 8/27/18 Verified By:

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 services performed with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place, Suite 140
Pensacola, FL 32502

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

7. Termination. The County retains the right to immediately terminate this Agreement for cause, and the County may terminate the Agreement for convenience upon providing thirty (30) days written notice to Contractor. The Contractor may terminate this Agreement for cause upon providing ninety (90) days written notice to the County.

8. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor, its employees or agents, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the Contractor's duties hereunder. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to Escambia County's indemnification right under 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. During the term of this Agreement, Contractor shall procure and maintain, at its sole expense, the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
(c) Employment Practices Liability with $1,000,000 per occurrence minimum limit.
(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.
(e) Fidelity Bond with $1,000,000 per occurrence coverage limit.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 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.

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: JJW Services, Inc. D/B/A Accustaff, Inc.	To: Escambia County
Attention: Julie Wells	Attention: County Administrator
220 West Garden Street, Suite 805	221 Palafox Place
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.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and

surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

13. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

14. 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.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

18. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness

Witness

By: _____
Jack R. Brown, County Administrator

Date: 8/17/18

BCC Approved: August 02, 2018

CONTRACTOR: JJW SERVICES, INC. D/B/A ACCUSTAFF, INC.

~~Corporate Secretary~~

~~[SEAL]~~

8-8-18
Witness

Witness

By: _____
Julie Wells, President

Date: 8-8-18

Approved as to form and legal sufficiency.

By/Title: _____

Date: 7/23/18

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

TEMPORARY LABOR SERVICES FOR THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIFICATION NUMBER PD 17-18.055

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, JUNE 12, 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 **11:00 AM CDT, May 31, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

EXHIBIT
tabbies
A

IMPORTANT NOTICE

THE BID FORM FOR THIS SOLICITATION IS NOW LOCATED ON THE ATTACHED EXCEL SPREADSHEET:
"*PD 17-18.055 BID FORM*"

BIDDERS ARE REQUIRED TO COMPLETE THE BID FORM ON THE SPREADSHEET AND PRINT IT FOR SIGNATURE.

THE PRINTED BID FORM MUST BE SUBMITTED WITH AN ORIGINAL SIGNATURE OR THE BID WILL NOT BE ACCEPTED.

THE EXCEL SPREADSHEET MUST BE COMPLETED AND SUBMITTED VIA ELECTRONIC FORMAT (CD OR FLASH DRIVE)

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the County shall affix his signature hereto, and this shall then constitute a written Agreement between parties. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose Any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities

The following General Terms and Conditions are incorporated by reference (Continued)

19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submits a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.055, "Temporary Labor Services for the Escambia County Board of County Commissioners", Name of Submitting Firm, Date and Time Due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work

CONTRACT EFFECTIVE: Upon Award with implementation no later than July 1, 2018.

The purpose of this Invitation to Bid is to solicit sealed bids for a fixed-price contract to furnish, as required, for the Escambia County Board of County Commissioners (BCC), herein noticed as "County":

- **Lot 1** – Provide temporary labor services throughout Escambia County, FL
- **Lot 2** – Provide full- and part-time personnel for toll collector positions for the Bob Sikes Toll Plaza, located in Pensacola Beach, FL.
- **Lot 3** – Provide personnel services for the Escambia County Youth Employment Program (ECYEP) (Lot 3 will be activated beginning in fiscal year 2018-2019)

Vendor shall provide the County the services of the Vendor's employees, hereinafter referred to as "Assigned Employees."

Vendor shall assume responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Assigned Employees with respect to compensation that Vendor has agreed to pay.

Vendor shall certify I-9 forms and verify eligibility to work through the E-verify program for all employees assigned to the County.

The Vendor shall offer to all eligible Assigned Employees who perform work for the County, health care coverage that meets the minimum requirement of the Patient Protection and Affordable Care Act and implementing regulations (collectively the "ACA"), including the market reform provisions, the minimum value requirements, and the affordability requirements of the ACA.

The Vendor will be deemed the common-law employer (within the meaning of 26 C.F.R. §31.3401© -(1)) of Contractor Assigned Employees.

Regardless of the foregoing, the parties nevertheless intend to satisfy the requirements of 29 C.F.R. §54.4980H – (4)(b)(2), under which an offer of group health plan coverage made by a temporary staffing firm is treated as an offer of coverage by an unrelated entity for purposes of Internal Revenue Code §4980H, provided that certain criteria are satisfied.

The Vendor shall charge the County a fee related to the Affordable Care Act (ACA), and will be billed per hour worked for each Assigned Employee. The Billable Rate Factor shown on the Bid Form should include any fees associated with compliance with all healthcare and ACA regulations in effect at the time of bid. On the primary Bid Form and in Vendor invoices, please show this fee as a separate line item so it can be acknowledged within the resulting agreement and invoice payments.

The Vendor shall perform necessary background checks and drug screenings on all Assigned Employees. At the County's request, the Vendor shall provide copies of any Assigned Employee's background check, which shall remain confidential.

Assignments will have a Not-to-Exceed (NTE) date determined based on the needs of the position. These assignments can be extended at one or two year intervals with the approval of the Human Resources Department. Assignments will not be made that will have a NTE date past the NTE date of the contract.

The Human Resources Department of the Board of County Commissioners will be the initial contact between the Agency, the County Division and the County's jobsite Supervisor.

The number and type of positions under this contract will vary from time-to-time. The minimum and maximum number of positions will vary based on the needs of the County. The positions that could require staffing at the initial stage of this period are listed in Exhibit "A". The County's 2017/2018 Pay Schedule (Exhibit "B") is to be used as a guideline and rates of pay may be higher or lower. The request for a temporary worker shall include the length of the assignment, the pay rate, the workers' compensation code, the job description, exempt/non-exempt status and details of the work assignment. The request form (Exhibit "F") will include the Worker's Compensation Classification however; the Agency will be

responsible for verifying the accuracy of the Worker's Compensation Code prior to filling the order. Worker's Compensation Codes and Job Titles may be found in Exhibit "C". Job descriptions for positions listed in Exhibit "C" may be found on the County's website, www.myescambia.com. Should the County need a position that is not covered in this solicitation the billable rate will be determined by negotiations coordinated by the Human Resources Department with the Agency.

Escambia County will not be required to retain an Assigned Employee for a minimum amount of time. The County is not responsible for any benefits of Assigned Employees. The Agency shall complete the Agency Disclaimer (Exhibit "D") and return with Bid submittal.

A. The Vendor

The Vendor shall be required to adhere to the Drug Free Workplace Statement included in this solicitation. It will be required that the Vendor will complete the following for each Assigned Employee who will be assigned to the County:

1. **REQUIRED excluding ECYEP – (Cost associated with this section may <u>not</u> be billed to the County and these costs shall be incorporated in the billable rate factor.)**

    a) A minimum of a five-panel drug test (Drug test to be performed upon offer of assignment to the County – exception would be for any Assigned Employee transferring as a result of the award of this contract.)

    b) A criminal background check for the previous two-year period and any activity found is to be discussed with the County's supervisor. An Assigned Employee may be placed at the County subject to the results of the criminal background check.

    c) Minimum of two employment reference checks.

    d) Sexual Predator background check.

    The Agency may be required to conduct additional tests and background checks based on position requirements.

2. **ADDITIONAL - (At County's Request – <u>may be billed back to the County at cost</u>)**

    a) Education check, as required.

    b) Credit Check, if applicable. (For positions that handle money)

    c) A Division of Motor Vehicles background check, if applicable.

    d) DOT 5-panel drug test, as required.

All costs associated with <u>additional tests</u>, <u>background checks</u> (Items (b)1-4) or any other required information verification performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County. A copy of Agency's invoice associated with the tests or background checks will be required to be submitted with the Agency's invoice to the County.

3. Assigned Employees required to travel from Division to Division, to perform assigned work, may receive mileage reimbursement (with proper and approved documentation) at the current County rate.

4. Assigned Employees assigned to the County and will be handling money, shall be bonded prior to their assignment to the County. ECYEP Assigned Employees shall not be handling money and are therefore excluded from this requirement.

   For employees handling money, the Agency shall procure, at its own expense, bonds (or other security) and insurance acceptable to County as described herein and shall maintain such bonds (or other security and insurance in full force and effect throughout the Term in the manner specified herein. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida. Failure to maintain the requisite bonds or insurance in place through the Term hereof shall be an Event of Default by Agency hereunder.

5. The Agency will maintain a local office within Escambia or Santa Rosa Counties and provide a dedicated Site Supervisor for all Assigned Employees assigned to this contract. The responsibilities of the Agency's Site Supervisor will include, but not be limited to, monthly meetings with Assigned Employees which include (excluding ECYEP Assigned Employees), safety training, orientation and/or training of the rules, regulations, and practices of the Agency and any other employee issues and concerns. The Agency's Site Supervisor will (excluding ECYEP Assigned Employees) discipline, counsel, evaluate performance, and terminate (when deemed necessary) the Assigned Employees. The Agency's Site Supervisor will work a minimum of twenty (20) hours a week, and be available to address Assigned Employee's concerns, questions, etc. each week. If the County should have a serious issue with the Agency's Assigned Employee, the Agency's Site Supervisor or other member of the Agency's management team must be able to visit the work site within 45 minutes of the request. Other site visits will be required when requested. The Agency's Site Supervisor will submit a quarterly report outlining their activities to Escambia County Human Resources including a current roster of those assigned to the County. The Agency will have provisions for someone in management/supervision to be available, if for any reason the Agency's Site Supervisor is unavailable. The time sheets will be electronically transmitted by the County's divisions on a weekly basis. The paychecks/stubs shall be delivered to each job site, on a weekly basis, by the Agency's Site Supervisor. The County will not provide compensation for the Agency's Site Supervisors' expenses.

The Agency's Site Supervisor will not be required to work on-site at County offices, nor will they be provided an office by the County.

6. All work will be subject to acceptance by the County, which will evaluate the Contractor's work for compliance with the Contract. The County's Contract Manager, or designee, will provide verbal and written communications to the Contractor referencing any and all problems or deficiencies with items of work as necessary. The Contractor will have a maximum of three (3) working days to correct identified problems. Unforeseen circumstances beyond the control of the Contractor, which delay compliance, will be considered at the discretion of the County.

7. All Assigned Employees shall abide by the safety guidelines in the County's Safety Policy Manual which may be found at www.myescambia.com under Risk Management.

8. The Agency shall provide any Personal Protective Equipment (PPE) and safety training required for the position. **All costs associated with Personal Protective Equipment shall be incorporated in the billable rate factor.**

9. All Assigned Employees shall be qualified for the position to which they are assigned, shall maintain high standards of personal grooming, and shall dress appropriately for the job.

10. The Vendor will ensure that no Assigned Employee is assigned to work at a County location where a relative of the employee is assigned. This requirement applies to all relatives of the Assigned Employees, either employed by the County or Vendor.

11. The Vendor will be responsible for all matters pertaining to the employment, benefits, compensation, discipline, and discharge of personnel provided by the Vendor. The Vendor will be an independent contractor of the County in performance of its duties herein. The Vendor's personnel performing services under the Contract will at all times be under the Vendor's direction and control and will be employees of the Vendor and not employees of Escambia County. The Vendor will pay all wages, salaries and other amounts due it's employees in connection with the Contract and will be responsible for all reports and obligations regarding such employees, including but not limited to Social Security Tax, Income Tax Withholding, Unemployment Compensation, Worker's Compensation, employee benefits and similar matters.

12. The Vendor's employees will follow the directions and instructions of the County's designated representative and will be subordinate to these individuals while on duty at the toll facility.

The County will provide the Vendor written documentation on employee

performance problems. The Vendor will be responsible for initiating corrective and progressive disciplinary action to the contracted employee. The Vendor will provide the County with written notification of action initiated.

13. Escambia County reserves the right to require the immediate removal, from the project, of any Vendor employee whom the County identifies as a potential threat to the health, safety, security or general well-being of the County customers, employees, agents or assets or whom the County determines does not meet the minimum performance requirements of the work. If such removal request of an employee occurs during the employee's regular shift, the Vendor, if directed by the County, will provide a replacement as soon as possible, but within two (2) hours.

    The County requests an employee's removal from this project, not their termination. Under no circumstances will the Vendor or its representatives inform the contracted employee that they are being terminated at the request of the County or any representative of the County. The Vendor will take full responsibility for termination of a contracted employee.

14. The Vendor will maintain employee shift reports and time records for review by the County. Employees will be required to record their shift starting and ending times and all rest or meal breaks Vendor provided prescribed forms or by use of an electronic timekeeping device.

15. If the Agency's employee is in an automobile accident, doing County business, the Agency will be responsible for the post-accident drug test at no additional cost to the County.

16. The Agency will be required to supply personnel that shall perform all required functions in a satisfactory manner. The County shall be the sole judge of satisfactory performance. The County may decline to accept any person provided by the Agency as soon as the County determines the person is not performing in a satisfactory manner. The County will be obligated to pay the agency for services rendered only until the time the Agency is notified that the performance is unsatisfactory. The Agency shall not be eligible to collect any fee if the County subsequently hires any person assigned to the County under this contract. Temporary assignments with the County will be a minimum of ninety (90) calendar days before the County will be eligible to hire an individual as a regular County employee. If the County refers the candidate for the assignment, the County may hire the individual at any time.

17. The Agency shall agree to supply an Assigned Employee to the County within a minimum of four (4) hours and a maximum of forty-eight (48) hours. Exceptions occur when departments elect to interview candidates and/or special recruitment activities are needed. The Agency will be notified at the time of request as to the time frame that the Assigned Employee will be required. If the Assigned Employee is a former County employee, the Agency shall contact the Escambia County Human Resources Department

for clearance before the Assigned Employee is assigned to the County.

18. County mandated Emergency Administrative Leave is for regular County employees only. Assigned Employees on assignment with the County are not required to work during a County mandated emergency. Assigned Employees requested and willing to work will be paid at their regular rate of pay for any hours worked.

19. Overtime hours are not normally allowed but if worked the FLSA guidelines will be followed according to the exempt or non-exempt status of the position.

20. The Agency will have all Assigned Employees sign a Temporary Employee Disclaimer (Exhibit "E") stating they are not an employee of the County and the County will not provide any benefits. A copy of this signed document will be sent to the County's Human Resources Department, prior to the start date of the Assigned Employee.

B. Invoicing

Invoices submitted in duplicate for employees to be paid should include, as a minimum, the following information: (1) Assigned Employee name, (2) classification or job title, (3) rate paid by the County, (4) purchase order number, (5) full amount of the employee(s) approved hours, with a copy of signed time sheet, and should be submitted separately for each Division. The Clerk of the Circuit Court, Accounts Payable, 221 Palafox Place, Pensacola, FL 32502, will provide payment upon receipt of the required documents.

C. Requesting an Assigned Employee

When requesting an Assigned Employee, the Departments and offices of the County will submit a completed "Request for Temporary Labor Service" form (Exhibit "F") to the Human Resources Department. The Human Resources Department will review and forward this request to the Agency. When an individual is selected by the Agency, the Agency will notify the County's Contract Administrator and the County's Work-Site Supervisor who will become the person of contact for the Assigned Employee, the County, and the Agency.

D. Bid Form

Column 3 for each Lot contained on the Bid Form provides an estimate for the number of employees needed by a department based on expected historical usage. This does not imply a minimum/maximum number of employees needed at any given time. Actual needs will vary by department.

E. Current Agreements

The current provider for Temporary Labor Services for Escambia County is Blue Arbor, Inc., and approximately $2.9M was paid on this contract from June, 2015 to

February, 2018.

The current provider for Toll Collection Services is Accustaff. The 2018 budget is listed at $410,000.00. It should be noted that while this is an estimate, the County will expand their duties with the new agreement therefore the cost to the staffing company should be reduced from the amount shown in historical data.

The current provider for Escambia County Youth Employment Program (ECYEP) is Landrum Staffing. This solicitation will not apply to Summer 2018 employment, only to youth employment following the end of the current program. The 2018 budget for this program is $300,150.00. Future engagements of this program should be similar in size and scope, and begin in the 2018-2019 fiscal year.

This solicitation should be awarded by July 5, 2018, with a fully executed agreement in place within 10 business days thereafter.

F. Billable Rate Factor

The Billable Rate Factor for all categories listed on the Bid Form is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug tests (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee PPE, and all other deductions and profits are to be included in this rate.

Example: $10.00 hourly pay rate x 1.33 (Billable Rate Factor) = $13.30 hourly bill rate

The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. **If the billable rate factor is not submitted in this format, the agency will be disqualified.**

All Billable Rate Factors noted below include the added fee for Affordable Care Act compliance.

The following are the Billable Rate Factors at the time the current contract was awarded for Temporary Labor Services:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	1.29
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	1.25
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	1.19

8810	Library (Library Clerk, Librarian, and other clerical positions)	N/A
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	1.26
9102	Park (Maintenance Worker, Technician)	1.26
9410	Municipal, Township, County or State Employee (Not Otherwise Classified – NOC) – (Engineer Project Coordinator, Engineer	1.24

The following are the Current Billable Rate Factors for 2018 for Toll Collector positions:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
8810	Toll Collection – Manager	1.33
8810	Toll Collection – Supervisor	1.47
8810	Toll Collection Staff	1.33

The following are the current Billable Rate Factors for 2018 for the Escambia County Youth Employment Program (ECYEP):

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
0035	Agriculture (plants/gardens)	1.5648
8810	Media Relations	1.5648
8810	Library	1.5648
8810	Natural Resources/Conservation	1.5648
8810	Clerical	1.5648
9102	Sports & Recreations (upkeep and prep)	1.5648
8292	Warehousing	1.5648
9015	Facilities Maintenance (Indoor & outdoor painting, general building maintenance as a helper)	1.5648
9015	Field Operations (assisting with monitoring neighborhood blight, environmental needs)	1.5648
9063	Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities)	1.5648
9410	Risk Analyst Assistant (assisting with the preparation of training materials for staff presentation' assisting with building inspections for safety conditions; assisting staff with investigation of work-related injuries and preparing paperwork associated with these duties)	1.5648
8831	Animal Services Assistant (assist in clerical capacity; preparing food for cats/dogs; general kennel cleaning; no working directly with animals)	1.5648
8810	Engineering Department Assistants (work with staff on transportation matters, planning, and zoning issues; all in a clerical capacity)	1.5648

G. Determination for Award

Bidders shall provide a Billable Rate Factor for each Lot and Worker's Comp Code listed on the Bid Form.

Award of the contract for each Lot will be based on the bidder with the lowest sum of **"Total $"** calculated in the following method:

Estimated Number of Employees * Expected Average Hourly Rate = Total $ By Comp Code

Total $ by Comp Code * Billable Rate Factor = **Total $**

The Billable Rate Factor should include any fees associated with compliance with all healthcare and Affordable Care Act (ACA) regulations in effect at the time of bid. On the primary Bid Form, please include what this fee is so it can be acknowledged within the resulting agreement.

The source of the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.

H. Toll Collection

Escambia County Transportation and Traffic Operations Division will oversee all day-to-day activities required to manage, supervise, maintain and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, determination of collector staffing and scheduling needs, money collection and storage, money handling and counting, deposit preparation and verification, toll accounting, deposit reconciliation and audits, facility security, and toll facility management.

In addition to furnishing all labor, previous agreements required Vendors to also provide associated materials such as office supplies, transportation, toll charges, support assistance, phone service, security and fire service, and incidentals necessary to manage toll collection. Per the agreement resulting from this solicitation, the Vendor will be required to furnish labor and the Public Works Department of Escambia County will be responsible for providing necessary tools and equipment required to operate toll collection duties.

1. Assigned Employee Duties

The toll plaza facility to be staffed in accordance with this plan consists of four (4) lanes at the toll plaza facility in conjunction with the required staff to operate the annual pass sales desk located within the SRIA main office building located at: 1 Via DeLuna Drive, Pensacola, Florida. The toll plaza facility located at 415 Pensacola Beach Blvd, Pensacola Beach, FL. with the administrative office located in lane # 4 at the Bob Sikes Toll Plaza, which is the western most lane of the plaza.

The level of personnel required for toll collection may be increased or

decreased, at any time, by the County under the following guidelines.

a) When an emergency condition exists that requires additional employees to handle emergency traffic conditions on a temporary basis, the Vendor will provide the additional employees as quickly as possible, but no later than two (2) hours after verbal notification to the Contractor by the County.

b) The Vendor will be responsible for providing replacement employees for scheduled Assigned Employees who fail to report to work or are otherwise unavailable. The Vendor is required to provide replacement toll collectors for the scheduled Assigned Employee who fails to report to work as quickly as possible, but no later than one (1) hour before the beginning of the scheduled shift, or at the beginning of the scheduled shift start time, if notified at least one (1) hour before the scheduled shift.

c) As a result of holidays, special events, changes in traffic patterns, or other operational requirements, the County may request the Vendor to provide expanded lane hours, whether by adding additional shifts using current Assigned Employees or by adding additional Assigned Employees as may be required to meet these changes. Such actions will be accomplished by means of a written authorization from the Contract Manager. Upon receipt of such request for additional employees, the Vendor will provide these additional Assigned Employees as soon as possible but no later than one (1) week following authorization by the County.

d) During emergencies or heavy traffic situation when an Assigned Employee fails to report to work, or as a result of an unfilled shift, the County may require another Assigned Employee from the off-going shift to remain on duty until the replacement employee arrives. Compensation for any such shift extension will be at the Contractor's hourly rate. Pursuant to b) above, overtime will not be approved in cases of employee failure to report to work.

2. Minimum Qualifications

Personnel provided by the Contractor for toll-collection assignments must meet the following minimum qualifications:

a) One (1) year of cash-handling experience on a computerized cashier system.

b) Possess a high school diploma or equivalent.

c) Demonstrate ability to speak, understand, and writing the English language proficiently.

d) Possess a valid Florida Driver's license and be insurable.

Additionally, the Assigned Employees must be capable of performing the following duties:

a) Accurately classify vehicles and collect proper toll amounts from motorists traveling through a toll lane, make proper change, and issue receipts to motorists.

b) Operate the County's toll collection equipment proficiently.

c) Represent the County in a courteous, friendly, professional, and helpful manner while dealing with Motorists. Speak and understand English proficiently to effectively communicate with motorists and respond to inquiries.

d) Accurately, thoroughly, and legibly complete operational reports reflecting toll lane activity, and prepare accurate cash deposit on all monies collected.

e) Safely travel by foot in toll lanes carrying up to twenty-five (25) pounds.

f) Perform other related duties as assigned by the supervisor.

3. Photo Identification, Name Tags, and Access Cards

The Vendor will provide each Assigned Employee with a photo identification badge to identify the individual as an employee of the Vendor. The Assigned Employee must have the identification badge with them while assigned to work at the toll facility.

4. Senior Level Manager and Communication

The Vendor will provide a senior level employee to act as the Vendor's manager during the term of the Contract, with authority to act on behalf of the Vendor in any matter related to the personnel assigned. The Vendor's manager and an alternate will speak, understand and write the English language and be available and on-call on a 24-hours-a-day basis during the term of the Contract.

The Vendor will provide emergency telephone numbers. The Vendor will respond to the County within thirty (30) minutes of initial contact (phone or text messages, etc.)

5. Tolls and Transportation

For the use of the toll facility, the Vendor will be required to pay toll charges, for passage of all vehicles, equipment and personnel at the standard rate applicable to the general public. Some employees are required to travel through the toll lanes to report to work at the toll facility. Vendor employees

will be required to pay all toll charges at any time they pass through a toll facility.

The County will require the Vendor to directly reimburse its toll collection employees for all toll charges the employees are required to pay that are directly related to work performed by the employees under this Contract, except tolls incurred when reporting to work.

These toll charges cannot be waived nor will they be reimbursed by the County. The cost of all toll charges will be presumed to have been included in the Contract hourly rate proposal. The hourly contracted rate offered by Vendor and accepted by the County is assumed to be all inclusive and will be the only avenue for payment to the Vendor.

6. Orientation and Training

a) Training History and Records

The Vendor will be required to maintain records on contracted employees' training history. The Vendor will provide these reports at the request of the County.

b) Training Hours Compensation

While Vendor employees are attending either initial or follow up County provided or mandated training, the County will pay for these hours at the contract hourly rate.

c) Completion of Training

Failure to successfully complete any training session will exclude the Vendor employee from being assigned to the project for the remainder of the Contract period.

d) Verification of Hours Worked

The Vendor will verify hours worked with the toll facility manager or supervisor weekly/ monthly, and contract will be paid as hours worked.

7. <u>COUNTY RESPONSIBILITIES</u>

a) Supervisor of Operations

Escambia County will be responsible for overseeing the day-to-day activities required to manage, supervise, and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, money collection and storage, deposit preparation and verification, operational reporting, toll accounting and audits, facility security and maintenance, and toll facility management.

b) Staffing Requirements

The County will provide contract administration functions and will establish and adjust toll collection staffing requirements. On-duty supervisors and managers at the toll facility locations will be responsible for contacting the Vendor to request additional personnel should the number of on-duty employees be inadequate at any time. Employees of the County will not be responsible for coordinating work schedules directly with the Vendor's toll collection employees.

c) Performance Concerns

The County will be responsible for notifying the Vendor of collector performance problems, including unacceptable cash variances and other violations of Escambia County procedures. Notification of individual collector performance concerns will be made in writing to the Vendor's Manager.

d) Employee Uniforms

The Vendor will provide uniforms to all Vendor toll collection personnel assigned to the Contract, which are subject to the approval of Escambia County. The Vendor will be responsible for informing contracted employees of any County uniform policies and procedures and to ensure uniforms are maintained in a presentable manner.

e) Audit and Accounting Reports

The Vendor shall provide the daily and monthly audit and accounting reports described above.

f) Operations and Procedures Reporting and Manuals

The Vendor shall develop in conjunction with the County, additional reporting procedures which the parties may determine would be of assistance and advisable in the provision of these services. Operations and procedures shall be set forth in manuals upon the request of Escambia County.

B. Escambia County Youth Employment Program (ECYEP)

Escambia County has determined that it is in the best interests of the health, welfare, and safety of the community for the County to develop the ECYEP.

The ECYEP will serve youth between the ages of sixteen (16) and twenty (20) years of age who reside in the County and whose total household income meets the 200% poverty level guidelines and will further provide these individuals with meaningful work experience.

3. Fidelity Bond

The County shall require the Vendor to furnish a fidelity bond to guarantee reimbursement

to the County for losses resulting from proven acts of dishonesty by contract employees who handle cash or are exposed to opportunities for theft. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida by the successful Offeror(s) before the Contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Procurement Questions**

Procurement questions may be directed to Jeffrey Lovingood, Purchasing Specialist, JDLovingood@myescambia.com. The last day for questions to be submitted for this solicitation is June 06, 2018, at 5:00 PM CDT.

5. **Bid Form**

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink, and signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, Conference room 11.407, 213 Palafox Place, Pensacola, FL 32502, May 31, 2018, at 11:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. **Notices**

All notices required to made pursuant to this solicitation or resulting agreement, by either party to the other shall be in writing and delivered by hand or by the United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

General Temporary Labor:
Ms. Janice Floyd
Human Resources
221 Palafox Place
Pensacola, FL 32502

Toll Collection Services:
Mr. David Forte
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Escambia County Youth Employment Program:
Ms. Tonya Gant
Escambia County Neighborhood and Human Services
221 Palafox Place
Pensacola, FL 32502

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 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. **Emergency Services**

The Vendor resulting from this solicitation includes services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

10. **Compliance with Governing Laws and Regulations**

The Offeror or Vendor 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.

11. **Contract Term/Renewal/Termination**

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

A. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

12. Pricing

All services 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.

13. Fair Labor Standards Act Exemption

The 2018 Florida minimum wage is $8.25 per hour, effective January 01, 2018. Florida law requires the Florida Department of Economic Opportunity to calculate a minimum wage rate each year. The annual calculation is based on the percentage increase in the federal Consumer Price Index for Urban Wage Earners and Clerical Workers in the South Region for a 12-month period.

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

Pursuant to enactment of such minimum wage increase by the U.S. Department of Labor under the Fair Labor Standards Act, the County shall take the following actions based upon a written request by the awarded Vendor:

A. Within five (5) working days from receipt of a written request by the Vendor, a Hearing may be scheduled if such request is in dispute. The Vendor may present documentation to support a request for a price modification based upon such minimum wage increase.

B. Should a Hearing be held, within five (5) working days after receipt of all pertinent documentation requested by the Hearing Officer or submitted by the Vendor, the County shall issue a final determination.

C. The County shall take appropriate and timely action to ensure all contractual documents reflect the decision of the Hearing Officer. Should an increase be approved, such action shall be effective the date of the approving decision. The County and the Vendor shall ensure all invoices submitted and received from that date forward shall reflect such increase.

14. 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 Vendor. Upon negotiation of the offer, execution and receipt of the change order, the Vendor shall commence performance of the work as specified.

The Vendor 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 Vendor 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.

15. Ordering – Issuing a PO in advance to initiate a temp labor request?

The County will issue release (purchase) orders against the contract on an as needed basis for the services listed on the Bid Form.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

The County reserves the right to award on an "all-or-none total" basis to one Offeror or to award on a "lot-by-lot" basis, whichever is in the best interest of and/or most advantageous to the County. For the purposes of this solicitation, a "lot" will be identified as any one of the three categories of staff needed: Temporary Labor Services, Toll Collectors, and Escambia County Youth Employment Program.

18. Protection of Property

The Vendor will protect from damage all property associated with, or which is in the vicinity of, or in any way affected by, the Vendor's work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of the Vendor, or its employees, agents or invitee, will be immediately repaired at the expense of the Vendor to a condition similar or equal to that existing before such damage occurred.

19. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the Vendor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the Vendor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the Vendor by the Office of Purchasing. Such termination may also result in suspension or debarment of the Vendor.

20. Termination (Public Records Request)

If the Vendor 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 Vendor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the Vendor and his surety, if any, seven (7) days written notice, during which period Vendor still fails to allow access, terminate the employment of

the Vendor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Vendor, and may finish the project by whatever method it may deem expedient. In such case, the Vendor 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 Vendor (excluding monies owed the Vendor for subcontract work.)

21. Quantity

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form. It is understood by all Offeror's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

22. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The Vendor 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 Vendor, 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 Vendor 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 Vendor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the Vendor'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 Vendor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Vendor'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 Vendor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Vendor or any other insurance of the Vendor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Employment Practices Liability Coverage

Employment Practices liability coverage in the amount of $1,000,000.00, with Escambia County BCC endorsed as an additional insured.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability and business auto policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4953

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

a) Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

b) 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.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Exhibit "A"

BCC PAY SCHEDULE
FY 2017/2018

	HOURLY					ANNUAL	
PAYGRADE	MINIMUM	ST QUARTIL	MIDPOINT	RD QUARTIL	MAXIMUM	MINIMUM	MAXMUM
A10	8.25	9.40	10.54	11.69	12.83	17,160.00	26,686.40
A11	10.20	11.85	13.51	15.16	16.81	21,216.00	34,964.80
A12	10.71	12.45	14.18	15.92	17.65	22,276.80	36,712.00
A13	11.25	13.07	14.89	16.71	18.53	23,400.00	38,542.40
B20	11.25	13.07	14.90	16.72	18.54	23,400.00	38,563.20
B211	12.49	15.36	18.23	21.10	23.97	25,979.20	49,857.60
B21	12.49	14.51	16.53	18.55	20.57	25,979.20	42,785.60
B21A	13.75	15.98	18.21	20.43	22.66	28,600.00	47,132.80
B22	14.54	16.90	19.26	21.61	23.97	30,243.20	49,857.60
B22A	15.12	17.57	20.01	22.46	24.90	31,449.60	51,792.00
B23	16.63	19.33	22.02	24.72	27.41	34,590.40	57,012.80
B31	17.96	20.87	23.79	26.70	29.61	37,356.80	61,588.80
B32	19.40	22.54	25.68	28.82	31.96	40,352.00	66,476.80
C41	20.75	24.11	27.48	30.84	34.20	43,160.00	71,136.00
C42	22.21	25.81	29.41	33.00	36.60	46,196.80	76,128.00
C42A	22.83	26.27	29.72	33.16	36.60	47,486.40	76,128.00
C43	23.76	27.61	31.46	35.31	39.16	49,420.80	81,452.80
C51	25.42	29.54	33.66	37.78	41.90	52,873.60	87,152.00
C52	27.21	31.62	36.02	40.43	44.83	56,596.80	93,246.40
C53	28.16	32.72	37.29	41.85	46.41	58,572.80	96,532.80
D61	29.12	33.84	38.55	43.27	47.98	60,569.60	99,798.40
D62	30.86	35.86	40.86	45.86	50.86	64,188.80	105,788.80
D63	32.71	38.01	43.31	48.60	53.90	68,036.80	112,112.00
D71	34.67	40.29	45.91	51.52	57.14	72,113.60	118,851.20
D72	36.76	42.71	48.67	54.62	60.57	76,460.80	125,985.60
E80	32.08	37.28	42.48	47.67	52.87	66,726.40	109,969.60
E81	38.96	45.27	51.58	57.89	64.20	81,036.80	133,536.00
E82	41.29	47.98	54.68	61.37	68.06	85,883.20	141,564.80
E83	43.78	50.87	57.96	65.05	72.14	91,062.40	150,051.20
E91	46.41	53.93	61.44	68.96	76.47	96,532.80	159,057.60
E92	49.19	57.16	65.13	73.09	81.06	102,315.20	168,604.80
F101	54.11	62.87	71.64	80.40	89.16	112,548.80	185,452.80
F102	59.51	69.15	78.80	88.44	98.08	123,780.80	204,006.40

Changed Minimum Wage to $8.25 effective January 1, 2018

Exhibit "B"

JAIL PAY SCHEDULE

FY 2017/2018

	HOURLY					ANNUAL	
DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
JA10	9.25	10.44	11.63	12.82	14.01	$19,240.00	$29,136.64
JA11	10.19	11.50	12.81	14.13	15.44	$21,195.20	$32,114.58
JA12	10.70	12.08	13.45	14.83	16.20	$22,256.00	$33,699.95
JA13	11.64	13.14	14.64	16.14	17.63	$24,211.20	$36,677.89
JB20	12.09	13.65	15.20	16.76	18.31	$25,147.20	$38,091.87
JB21	13.30	15.01	16.72	18.44	20.15	$27,664.00	$41,905.34
JB22	14.96	16.89	18.81	20.74	22.66	$31,116.80	$47,132.80
JB22A	15.71	17.73	19.75	21.77	23.79	$32,676.80	$49,489.44
JB22B	16.49	18.81	21.12	23.44	25.75	$34,299.20	$53,560.00
JB22C	17.32	19.55	21.78	24.01	26.23	$36,025.60	$54,566.93
JB23S	12.59	14.21	15.83	17.45	19.07	$26,187.20	$39,655.82
JB23T	15.11	17.05	18.99	20.93	22.88	$31,420.48	$47,582.70
JB23	16.63	18.76	20.90	23.03	25.16	$34,590.40	$52,338.83
JB23A	17.44	19.69	21.93	24.18	26.43	$36,275.20	$54,973.98
JB23B	18.32	20.68	23.03	25.39	27.75	$38,105.60	$57,716.26
JB23C	19.24	21.71	24.19	26.66	29.14	$40,019.20	$60,608.50
JB31	18.69	21.10	23.50	25.91	28.31	$38,875.20	$58,894.58
JB32	21.18	23.90	26.63	29.35	32.07	$44,054.40	$66,714.34
JC40	21.13	23.85	26.58	29.30	32.02	$43,950.40	$66,607.22
JC41	23.26	26.25	29.24	32.23	35.23	$48,380.80	$73,270.08
JC42	24.91	28.11	31.32	34.52	37.73	$51,812.80	$78,476.11
JC43	26.57	29.99	33.41	36.82	40.24	$55,265.60	$83,703.57
JC51	28.64	32.33	36.01	39.70	43.38	$59,571.20	$90,237.89
JC52	31.13	35.14	39.14	43.15	47.15	$64,750.40	$98,079.07
JD61	33.20	37.47	41.75	46.02	50.29	$69,056.00	$104,613.39
JD62	34.86	39.35	43.83	48.32	52.81	$72,508.80	$109,840.85
JD63	36.52	41.22	45.92	50.61	55.31	$75,961.60	$115,046.88
JD71	38.60	43.57	48.53	53.50	58.46	$80,288.00	$121,602.62
JD72	41.09	46.37	51.66	56.94	62.22	$85,467.20	$129,422.38
JE81	43.16	48.71	54.27	59.82	65.37	$89,772.80	$135,978.13
JE82	44.82	50.58	56.35	62.11	67.88	$93,225.60	$141,184.16
JE83	46.47	52.45	58.43	64.41	70.39	$96,657.60	$146,411.62
JE91	48.55	54.80	61.04	67.29	73.53	$100,984.00	$152,945.94
JE92	51.03	57.60	64.17	70.73	77.30	$106,142.40	$160,787.12
JF101	55.12	62.21	69.30	76.39	83.48	$114,649.60	$173,641.52
JF102	60.63	68.43	76.23	84.03	91.83	$126,110.40	$191,016.38

No changes were made for FY 17/18

Exibit "C"

LIBRARY PAY SCHEDULE

FY 2017/2018

	HOURLY					ANNUAL	
PAYGRADE	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
GE-01	9.19	10.94	12.69	14.43	16.18	$19,115.00	$33,657.00
GE-02	9.66	11.50	13.33	15.17	17.01	$20,092.00	$35,371.00
GE-03	10.14	12.07	13.99	15.92	17.85	$21,091.00	$37,128.00
GE-04	10.65	12.68	14.70	16.73	18.76	$22,152.00	$39,013.00
GE-05	11.14	13.15	15.16	17.17	19.18	$23,171.00	$39,892.00
GE-06	11.48	13.61	15.74	17.87	20.00	$23,878.00	$41,606.00
GE-07	11.82	14.07	16.31	18.56	20.81	$24,585.00	$43,276.00
GE-08	12.26	14.51	16.76	19.01	21.26	$25,500.00	$44,220.00
GE-09	12.63	14.90	17.18	19.45	21.72	$26,270.00	$45,184.00
GE-10	13.00	15.41	17.82	20.23	22.64	$27,040.00	$47,091.00
GE-11	13.37	15.92	18.47	21.02	23.57	$27,809.00	$49,019.00
GE-12	13.72	16.33	18.95	21.56	24.17	$28,537.00	$50,283.00
GE-13	14.08	16.76	19.44	22.12	24.80	$29,286.00	$51,590.00
GE-14	14.50	17.26	20.02	22.78	25.53	$30,160.00	$53,111.00
GE-15	15.23	18.13	21.03	23.92	26.82	$31,678.00	$55,789.00
GE-16	16.00	19.04	22.08	25.12	28.16	$33,280.00	$58,574.00
GE-17	16.81	20.00	23.20	26.39	29.58	$34,964.00	$61,530.00
GE-18	17.65	21.01	24.36	27.72	31.08	$36,712.00	$64,637.00
GE-19	18.54	22.06	25.59	29.11	32.63	$38,563.00	$67,872.00
GE-20	19.48	23.18	26.88	30.58	34.28	$40,518.00	$71,300.00
GE-21	20.46	24.34	28.23	32.11	36.00	$42,556.00	$74,877.00
GE-22	20.86	24.82	28.78	32.74	36.70	$43,388.00	$76,334.00
GE-23	22.57	26.85	31.13	35.41	39.69	$46,945.00	$82,547.00

No changes were made for FY 17/18

Exhibit "D"

MEDICAL - JAIL PAY SCHEDULE

FY 2017/2018

		HOURLY					ANNUAL	
POSITION	DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
ARNP - Clinical	JD72	40.28	45.77	51.25	56.74	62.22	$83,782.40	$129,422.38
Medical Assistant	JA12	10.49	11.92	13.35	14.78	16.20	$21,819.20	$33,699.95
Dental Assistant	JB21	13.04	14.82	16.60	18.37	20.15	$27,123.20	$41,905.34
Pharmacy Tech	JA13	11.41	12.97	14.52	16.08	17.63	$23,732.80	$36,677.89

Refer to BCC pay scale for positions not listed

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code	Job Title	W/C Code
Accountant	8810	County Surveyor	8601
Accounting Assistant	8810	Court Liaison	7720
Accounting Manager	8810	Crim Just Prog Manager	8810
Accounting Technician	8810	Criminal Justice Spec I (Jail)	7720
Administrative Assistant (Jail Medical)	7720	Criminal Justice Spec I (All others)	8810
Administrative Assistant (Legal)	8820	Criminal Justice Spec II	8810
Administrative Assistant (All others)	8810	Custodial Mgr	9015
Administrative Officer	8810	Custodial Supv	9015
Administrative Officer I	8810	Custodial Worker	9015
Administrative Supervisor (Jail)	7720	Customer Service Technici	8810
Administrative Supervisor (All others)	8810	Customer Svs Associate	8810
Animal Control Comm Clerk	8831	Dental Assistant	7720
Animal Control Officer	8831	Dept Director II (Parks)	9102
Animal Control Supv	8831	Dept Director II (All others)	8810
Animal Services Manager	8831	Dept Director III (Public Safety)	7705
ARNP/Clinical Associate	7720	Dept Director III (All others)	8810
Asst Co Attorney (Cert)	8820	Deputy County Attorney	8820
Asst Co Attorney (Non-Cert)	8820	Deputy Division Manager	9410
Asst County Administrator	8810	Deputy Fire Chief	7704
Battalion Chief	7704	Deputy SOE For Admin	8810
BI Chief Construction Supv	9410	Detention Assistant	7720
BI Combination Inspector	9410	Detention Assistant	8810
BI Combination Supv	9410	Dev Program Mgr	8810
BI Construction Inspector	9410	Development Services Manager	8810
Billing Manager	8810	Director Of Mental Health	7720
Bldg Cd Enforce Officer	9410	Director's Aide	8810
Branch Director	8810	Division Manager (DCAT)	8601
Budget Analyst	8810	Division Manager (EMS)	7705
Budget Manager	8810	Division Manager (Marine Resources)	9410
Building Code Insp Supervisor	9410	Division Manager (Road Prison)	7720
Chief of Water Safety	7520	Division Manager (All others)	8810
Clerk I	8810	Dna Technician - Relief	7720
Clerk II	8810	Ec Mrk & Prom Coordinator	8810
Clerk III	8810	Election Specialist	8810
Clinical Nurse	7720	Elections Coordinator	8810
Clinical Nurse Coord	7720	Emer Comm Disp - Relief	8810
Comm & Media Relations Mgr	8810	Emer Medical Specialist	7705
Comm & Media Relations Spec	8810	Emer Medical Spec-Relief	7705
Comm Center Coordinator	9102	Emergency Comm Call Taker	8810
Commissioner	8810	Emergency Comm Dispatcher	8810
Commissioner's Aide	8810	Emergency Comm Division Mgr	8810
Compliance Coordinator	9410	Emergency Comm Supv	8810
Construction Inspector	9410	Emergency Ops Coordinator	8810
Construction Mgr	9410	Emergency Planning Coord	8810
Corrections Captain	7720	EMS Operations Mgr	7705
Corrections Financial Manager	8810	Ems Quality Specialist	7705
Corrections Lt	7720	Energy Manager	8810
Corrections Officer	7720	Engineering & Env Quality Mgr	8810
Corrections Officer - Work Release	7720	Eng Program Coordinator (Engineering)	9410
Corrections Sergeant	7720	Eng Program Coordinator (Office Staff)	8810
County Administrator	8810	Engineering Project Coord	9410
County Attorney	8820	Engineering Spec - Signal	5509

Job Title and Worker's Compensation Codes
(For questions, please contact Risk Management)

Job Title	W/C Code	Job Title	W/C Code
Engineering Specialist	5509	HR Manager	8810
Engineering Specialist (Office Staff)	8810	HR Supervisor - Employment	8810
Engineering Tech - Signal	5509	HR Supervisor - HRIS	8810
Engineering Tech (Transp & Drainage)	9410	Human Res Associate I	8810
Engineering Tech (All others)	8601	Human Res Associate II	8810
Environ Analyst (Term)	8720	Human Resources Supv	8810
Environ Enforce Ofr	9410	Info Specialist - SOE	8810
Environ Enforce Supv	9410	Info Technology Coord	8810
Environmental Analyst	8720	Info Technology Spec	8810
Environmental Prog Mgr	8720	Info Technology Tech	8810
Environmental Tech	9015	IT Manager	8810
Environmental Tech (Waste Srvs)	6217	IT Network Analyst	8810
Equip Operator I	5509	IT Security Officer	8810
Equip Operator II (Waste Ops)	6217	IT Spec - Audio & Visual	8810
Equip Operator II (All others)	5509	It Voip Coordinator	8810
Equip Operator III (Waste Srvs)	6217	It Web Coordinator	8810
Equip Operator III (All others)	5509	Jail - EMT/Paramedic	7720
Equip Operator IV (Waste Srvs)	6217	Jail Admin Assistant	8810
Equip Operator IV (All others)	5509	Jail Corr Lieutenant	7720
Extension Agent I	8810	Jail Corrections Captain	7720
Extension Agent II	8810	Jail Corrections Officer	7720
Extension Agent III	8810	Jail Corrections Sergeant	7720
Extension Agent IV	8810	Jail Custodial Worker	7720
Field Supervisor-Rd	5509	Jail Office Support Asst	7720
Field Supervisor-Rd (SRI Public Works)	9410	Jail Program Coordinator	7720
Field Supervisor-SW (Waste Srvs)	9403	Kennel Supervisor	8831
Fire Captain	7704	Kennel Technician	8831
Fire Chief	7704	Landfill Ops Supv	9403
Fire Inspector	7704	Landfill Service Worker	9403
Fire Lieutenant	7704	Laundry Specialist	7720
Fire Marshall	7704	Laundry Worker	7720
Fire Public Educ Officer - Relief	7704	Law Librarian (Jail)	7720
Firefighter	7704	Law Librarian (All others)	8810
Firefighter - Relief	7704	Lead Animal Control Officer	8831
Fleet Maint Spec	8380	Lead Drafter/Eng Proj Coord	9410
Fleet Maint Supv (EMS)	8380	Lead Env Enforce Officer	9410
Fleet Maint Supv (Mass Transit)	8380	Lead Fleet Maint Tech	8380
Fleet Maint Supv (SRI Public Works)	8380	Lead Maintenance Tech (Parks)	9102
Fleet Maint Supv (Waste Srvs)	9403	Lead Maintenance Tech (SRI Public Works)	9410
Fleet Maint Tech (Mosquito Srvs)	9402	Lead Power Equip Tech	8380
Fleet Maint Tech (All Others)	8380	Legal Admin Asst	8820
Fleet Maint Worker	8380	Legal Office Administrator	8820
Floodplain Program Manager	9410	Librarian	8810
Food Service Assistant	7720	Librarian - PT	8810
Food Service Supv	7720	Library Clerical Asst	8810
Forensic Jail Case Manager	7720	Library Computer Tech	8810
Frnsc Mntl Hlth Spec-Trm	8810	Library Director	8810
Fuel Distrib Assistant	8380	Library Info Specialist	8810
Fuel Distribution Supv	8380	Library Manager	8810
GIS Analyst	8810	Library Tech Spec - Courier	8810
GIS Technician	8810	Library Technician	8810
Health Services Manager	7720	Licensed Practical Nurse	7720
Housing Rehab Specialist	9410	Lifeguard	7520

Job Title and Worker's Compensation Codes
(For questions, please contact Risk Management)

Job Title	W/C Code	Job Title	W/C Code
Maintenance Shop Supv	5190	Senior Admin Officer I	8810
Maintenance Tech (Facilities)	9015	Senior Admin Officer II	8810
Maintenance Tech (Facilities - Electrical)	5190	Senior Budget Analyst	8810
Maintenance Tech (Library)	9015	Senior Kennel Technician	8831
Maintenance Tech (Mass Transit)	8380	Senior Librarian	8810
Maintenance Tech (Mass Transit/Grounds)	9102	Senior Lifeguard	7520
Maintenance Tech (Parks)	9102	Sr Assistant County Atty	8820
Maintenance Worker (Facilities)	9015	Sr Bldg Code Enf Officer	9410
Maintenance Worker (Mass Transit/Grounds)	9102	Sr Comm & Media Rel Spec	8810
Maintenance Worker (Parks)	9102	Sr Criminal Justice Spec	8810
Maintenance Worker (SRI Public Works)	5509	Sr Election Supp Asst	8810
Medical Assistant	7720	Sr Eng Proj Coordinator	9410
Medical Director	8832	Sr Natural Resources Mgr	8720
Medical Records Tech	8810	Sr Office Support Assist	8810
Medical Support Assistant	7720	Sr Purchasing Coordinator	8810
Mental Health Counselor	7720	Sr Urban Planner	8810
Mosqito Control Manager	8810	Storekeep/Warehouse Supv	8810
Mosquito Control Supv	9402	Stormwater Manager	9410
Mosquito Control Tech	9402	Strkpr/Wrhs Tech	8810
Network System Engineer I	8810	Strkpr/Wrhs Tech - Relief	8810
Office Support Assist	8810	Student Assistant	8810
Paramedic Supervisor	7705	Supervisor of Elections	8810
Pharmacy Tech	7720	Systems Analyst	8810
Plans Examiner	8810	Train/Outreach Coordinator - SOE	8810
Power Equipment Tech	8380	Transit Bus Operator	7382
Program Assistant	9015	Transit Cleaner	8380
Program Coordinator	8810	Transit Cleaner	8380
Program Mgr Fac Constr Maint	9015	Transit Customer Serv Rep	8810
Program Mgr R&B Const Maint	9410	Transit Customer Serv Supv	8810
Program Mgr-Parks	5509	Transit Fleet Maint Mgr	8380
Program Manger (SOE)	8810	Transit Fleet Maint Tech	8380
Program Manager (Traffic)	8601	Transit Fueler	8380
Program Manager (SRI Public Works)	9410	Transit Fueler	8380
Program Specialist - SOE	8810	Transit Maint Manager	8380
Prop Lien Program Coord	8810	Transit Manager	8810
Psychiatric Technician	7720	Transit Prog Mgr Ops	5509
Purchasing Associate	8810	Transit Prog Mgr Safety	9403
Purchasing Manager	8810	Transit PT Trolley Operator	7382
Purchasing Specialist	8810	Transit Supervisor (Mass Transit/Safety)	9403
Real Estate Aqcuis Manager	9410	Transit Supervisor (Mass Transit/Ops)	5509
Records Clerk	8810	Transp & Traffic Ops Mgr	9410
Recration Coordinator	9102	Urban Planner I	8810
Recreation Manager	9102	Urban Planner II	8810
Recycling Oper Manager	8810	Vet Technician	8831
Redeveloper I	8810	Veteran Affairs Officer	8810
Registered Nurse	7720	Veterinarian	8831
RESTORE Program Manager	8810	Video Production Spec	8810
Risk Analyst	8742	Warehouse Specialist - SOE	5191
Road Construct Spec	5509	Warehouse Worker	7720
Road Division Manager	5509	Water Qual Env Tech Grant	9015
Safe Neighborhoods Coordinator	8810	Water Quality Manager	8720
Safety Technician	9403	Workers Comp Specialist	8810

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 30, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.055 Temporary Labor Services for Escambia County BCC

All:

You recently reviewed an Invitation to Bid regarding the above-mentioned specification.

This Addendum Number 1 provides for an update to the time listed for the non-mandatory pre-solicitation conference scheduled for tomorrow, May 31, 2018, in the Office of Purchasing. **The meeting is scheduled to begin at 11:00 AM CDT.**

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 11, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 17-18.055 Temporary Labor Services for Escambia County (FL) Board of County Commissioners

All:

You have recently obtained an Invitation to Bid for the above-mentioned specification.

This Addendum Number 2 provides for the updates which follow below and on the next page.

Question 1: Is a Bid Bond Required.
Answer 1: A Bid Bond **IS** required in the amount of $1,000.00. This ensures that the awarded firm will honor their bid.

Question 2: In the event of an emergency where temporary labor may be urgently needed, will it be possible to waive the need for background checks to expedite the process of providing staff?
Answer 2: This would require Board action and can only take place at the time of the event.

(Continued on the following page)

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Question 3: Should one of the lots be awarded to a firm other than the current provider, will new background checks need to be performed?
Answer 3: Yes.

Question 4: We have been asked to clarify the "Control of Employees."
Answer 4: All "Assigned Employees" working for the County are considered to be under the control of the staffing firm. "Assigned Employees" are defined on page 10 of 35 of the solicitation. Additionally, the ACA fee is to be incorporated into the invoice to be paid by Escambia County, but it is up to the staffing firm as the employer to pay the fee as the government requires.

Question 5: We have been asked to clarify the PPE required for different roles:
Answer 5: The typical personal protective equipment (PPE) used by the County is as follows:

Reflective Safety Vest
Hard Hat
Safety Glasses
Leather gloves or Rubber gloves (depends on position)
Raincoats (reflective)
Steel-toed work boots or Safety Shoes (depends on position)
Steel-toed work boots w/steel shank (puncture resistant) for Solid Waste

Facilities, Natural Resources Management, Parks & Public Works (Beach) provides everything but the steel-toed work boots or safety shoes.

Public Works (Engineering) provides everything including the steel-toed boots.

Solid Waste currently provides no PPE, however, with the new contract they will be providing everything but the boots.

Question 6: Is timekeeping centralized?
Answer 6: Timekeeping is managed by each department within the County. The awarded firm(s) is responsible for coordinating with each department to understand what the department offers and coordinate getting that information into the staffing firm's information base in a timely manner.

Question 7: Will the County accept electronic payroll distribution for Assigned employees?
Answer 7: Yes.

Question 8: Information was requested regarding OSHA certification for certain Assisgned Employees, as well as the safety record.
Answer 8: At this time, this information is not yet available. The County does not believe that these issues will impact the prices contained in the bids and can be answered with the awarded firm(s) as that becomes necessary to finalize any agreement.

Question 9: The current agreement regarding toll collection requires the staffing agent to acquire the Sunpass transponders and load them with funds for paying tolls for staff performing work duties during their shift. The current agreement also requires Assigned Employees to pay any tolls required to arrive to/depart from their scheduled shift.

Answer 9: At this time, the County will <u>not</u> be changing this requirement.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

SOLICITATION, OFFER, AND BID FORM

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
or P.O. Box 1591, Pensacola, FL 32591-1591

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid
Temporary Labor Services for the Escambia County Board of County Commissioners
Solicitation Number PD 17-18.055

SOLICITATION

Mailing Date: May 21, 2018

Pre-Solicitation Conference: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502 at 10:00 AM CDT May 31, 2018

Offers Will Be Received Until: 2:00 PM CDT, June 12, 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 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 Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number: 52-2107466
Terms of Payment: 30 days
Delivery Date will be 6/12/2018 **days after receipt of Purchase Order**
Vendor Name: JJW Services DBA Accustaff, Inc.
Address: 220 W Garden St, Suite 805
Bid Bond Attached: $ 1000
City, State, Zip: Pensacola, FL 32502
Phone: 850-477-9915 **Toll Free:**
Fax: 850-477-9781 **Contact:** Julie Wells

Julie Wells, President
Name & Title of Person Authorized to Sign Offer

Julie J. Wells
*Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

BID FORM

Lot 2 – Toll Collector Positions	**$326.63**
Affordable Care Act Fee per Assigned Employee per Hour *(Notification only; Billable Rate Factor should include this fee.)*	**$0.29**

EXHIBIT
tabbies
B

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	Estimated Number of Employees	Expected Average Hourly Rate	Total $ by Comp Code	Billable Rate Factor (ex. 1.XX)	Total $
8810	Toll Collection - Manager	1	$19.05	$19.05	1.25	$23.81
8810	Toll Collection - Supervisor	4	$9.00	$36.00	1.25	$45.00
8810	Toll Collectors	25	$8.25	$206.25	1.25	$257.81

Total for Lot 2 – Toll Collector Positions **$326.63**

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)

COUNTY ADMINISTRATOR'S REPORT – Continued

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:	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16517 **County Administrator's Report 9. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Renewal of Contract PD 17-18.072 for Dredging of Lafitte Cove Canal
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Extension for PD 17-18.072, for the Dredging of Lafitte Cove Canal - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the Contract Extension for the dredging of Lafitte Cove Canal:

A. Approve the first 12-month contract extension, effective October 1, 2019, to Coastal Reef Builders, Inc., per the terms and conditions of PD 17-18.072, for the dredging of Lafitte Cove Canal, in the amount not-to-exceed $65,000; and

B. Authorize the County Administrator to sign all related documents.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211602, Object Code 54601. Santa Rosa Island Authority (SRIA) will reimburse Escambia County for the cost of the annual dredging.]

BACKGROUND:

The Engineering Department currently manages the dredging activities, with a dredging contractor to perform the necessary dredges (approximately 4 month intervals) each year. The proposed dredging schedule is set for Spring, Summer and Fall of each year within the contractual length of schedule. The contractor is to mechanically dredge up to 1200 cubic yards of material, but no more than absolutely necessary for vessels to adequately navigate the canal. The area to be dredged is approximately a 50' x 95' area to - 5.0 Mean Low Water at the entrance of the canal, per the Army Corps of Engineers (ACOE) permit. The contractor is to transport and discharge the dredged materials to the upland

discharge site, which is the vacant parcel south of the existing Pensacola Beach Water Towers located on the east side of Little Sabine Inlet.

On September 6, 2018, the Board awarded Contract PD 17-18.072, Dredging of Lafitte Cove Canal, to Coastal Reef Builders, Inc. The original contract term allowed a Contract extension renewal option for two 12-month periods. This approval would exercise the first extension of this Contract with an expiration date of September 30, 2020. The 36-month Contract will expire on October 1, 2021.

The County receives a reimbursement of $65,000 annually from the Santa Rosa Island Authority for the routine maintenance dredging of the entrance of Lafitte Cove Canal.

BUDGETARY IMPACT:

Funds are available in Fund 175, Transportation Trust Fund, Cost Center 211602, Object Code 54601.

Santa Rosa Island Authority (SRIA) will reimburse Escambia County for the cost of the annual dredging.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Board Action

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Continued...

H. Fairfield Drive at Palafox Street - Commission District 3; and
I. Fairfield Drive at Texar Drive (Substitute Location) - Commission District 3.

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project #11EN1028 "ITS Application"; the Florida Department of Transportation (FDOT) to reimburse the County for all costs incurred for project up to $225,748, per the Joint Participation Agreement between FDOT and Escambia County - FPN 438150-1-58-01]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio: ▶	

23. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and Coastal Reef Builders, Inc., for an indefinite quantity and indefinite delivery contract, per the terms and conditions of PD 17-18.072, for Dredging of Lafitte Cove Canal, in the amount of $65,000.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211602, Object Code 54601]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio: ▶	

9/6/2018 CAB II-23

AGREEMENT FOR DREDGING OF LAFITTE COVE CANAL (PD #17-18.072)

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Coastal Reef Builders, Inc. (hereinafter referred to as "Contractor"), a Florida corporation authorized to conduct business in the State of Florida, FEI/EIN 59-3375830, whose principal address is 804 Lakewood Road, Pensacola, FL 32507.

WITNESSETH:

WHEREAS, on July 23, 2018, the County issued an Invitation to Bid (PD #17-18.072) seeking the services of a qualified contractor to perform dredging at the entryway to Lafitte Cove Canal; and

WHEREAS, Contractor submitted a bid demonstrating that the Contractor was the most responsive and responsible bidder qualified to perform such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. Following execution by both parties, the term of this Agreement will commence upon October 1, 2018, and continue for a period of twelve (12) months. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional twelve (12) month terms. The total duration of this Agreement shall not exceed thirty-six (36) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bid, Dredging of Lafitte Cove Canal, Specification No. P.D. 17-18.072*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in accordance with Contractor's Bid Form, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall issue written purchase orders for services to the Contractor on an as-needed basis. The services 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 of work is guaranteed during the term of this agreement, and only services ordered pursuant to a purchase order may be compensated.

6. Method of Payment. 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:

Date: 11/15/18 Verified By:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

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

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 by the Contractor for cause 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.

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) Watercraft Liability Coverage- Because the contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired. Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering watercraft liability or protection and indemnity.

c) 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.

d) Florida statutory Workers' Compensation insurance- The Workers' Compensation policy is to be endorsed, or a separate policy purchased, to include United States Longshoreman and Harborworkers Act coverage and Jones Act coverage. In lieu of Jones Act coverage, Contractor may provide Marine Protection and Indemnity coverage with crew endorsement.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Coastal Reef Builders, Inc.
Attention: Kenneth D. Minnick
804 Lakewood Road
Pensacola, Florida 32507

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement 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.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor will not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including, but not limited to, those dealing with taxation, worker's compensation, equal employment, and safety.

16. Permits, License and Taxes. The County shall pay for and procure the required permits from the Florida Department of Environmental Protection and the Army Corps of Engineers. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses

necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. Contractor shall also pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

17. Assignment. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

Witness: _____

By: _____
~~Jack R. Brown, County Administrator~~
Amy Lovoy, Acting County Administrator

Date: _____

BCC Approved: 9-6-2018

CONTRACTOR:
COASTAL REEF BUILDERS, INC.

ATTEST:

_____
Corporate Secretary

By: _____
Kenneth B. Minnick, President

Date: Sept. 20, 2018

(SEAL)

NOTARY

WYLIE STEPHENS
MY COMMISSION # FF 960972
EXPIRES: May 4, 2020
Bonded Thru Notary Public Underwriters

_____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/24/18

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Emily D. Weddington, CPPB
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4987

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Dredging of Lafitte Cove Canal

Solicitation Number PD 17-18.072

Solicitation

MAILING DATE: July 23, 2018
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 10:30 AM CDT, July 30, 2018.
OFFERS WILL BE RECEIVED UNTIL: 10:30 AM CDT, August 13, 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 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 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:
59-3375830

Delivery Date will be ASAP **days after receipt of purchase order**

Terms of Payment
DUE UPON RECEIPT OF INVOICE

Reason for No Offer

Vendor Name: COASTAL REEF BUILDERS INC
Address: 804 LAKEWOOD ROAD
City, ST. & Zip: PENSACOLA, FL 32507-2426
Phone: (850) 232-3253
Toll Free: (___) ___
Fax: (___) ___

Bid Bond Attached:
$ 1,000.00

KENNETH D. MINNICK
(Name and Title of Person Authorized to Sign Offer)

* Kenneth D. Minnick
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 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.

**** Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.***

Bid Form

Cubic Yard Dredged and Delivered to Specific Site Cost per Cubic Yard $ ~~45.00~~

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 X 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
P95000083B2

Occupational License #35960 Group 39130

Florida DBPR Contractor's License, Certification, and/or Registration #
MS2021

Type of Contractor's License, Certification, and/or Registration MARINE

Expiration Date: SEPT. 10, 2018

County Permits/Fees Required for this Project:

Person to Contact Concerning This Bid:

Name: KENNETH "DALE" MINNICK

Phone: 850-232-3253

E-Mail: crbi@earthlink.net

Person to Contact for Emergency Service:

Name: KENNETH "DALE" MINNICK

Phone: 850-232-3253

E-Mail: crbi@earthlink.net

Attached to bid you shall find a bid bond, (cashier's check,) or certified check (circle one that applies) in the amount of **$1,000.00**.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA
(Print Name of Public Entity)

By KENNETH D. "DALE" MINNICK
(Print Individual's Name and Title)

For COASTAL REEF BUILDERS INC
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:
804 LAKEWOOD ROAD
PENSACOLA, FLORIDA 32507-2426

And (if applicable) its Federal Employer Identification Number (FEIN) is:
59-3375830

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: N/A

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.**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with 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.

Kenneth D Minnick
Signature

Sworn to and subscribed before me this 9TH day of AUGUST, 2018. Personally known X
OR produced identification N/A Type of Identification: N/A
Notary Public: State of FLORIDA

My Commission Expires: MAY 04, 2020

WYLIE STEPHENS
MY COMMISSION # FF 980972
EXPIRES: May 4, 2020
Bonded Thru Notary Public Underwriters

WYLIE STEPHENS
MY COMMISSION # FF 980
EXPIRES: May 4, 2020
Bonded Thru Notary Public Un

Wylie Stephens
(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 COASTAL REEF BUILDERS INC 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:

X 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.

Kenneth L Manning
Offeror's Signature

AUGUST 09, 2018
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: N/A
Name as spelled in that state: N/A

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:
P95000083B2

Does it use a registered fictitious name: (Yes) or No

Names of Officers:
President: KENNETH D. MINNICK
Vice President: N/A
Director: N/A
Other: N/A

Secretary: KENNETH D. MINNICK
Treasurer: KENNETH D MINICK
Director: KENNETH D. MINNICK
Other: N/A

Name of Corporation (As Used in Florida)

COASTAL REEF BUILDERS INC.
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: N/A
City, State, Zip: N/A

Street Address: 804 LAKEWOOD ROAD { FORMERLY 40 AUDUSSON AVENUE
City, State, Zip: PENSACOLA, FL 32507

(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:
59-3375830
(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:
KENNETH D. "DALE" MINNICK

E-Mail: crbi@earthlink.net **Telephone:** 850-232-3253
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

KENNETH D. MINNICK
Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

PRESIDENT

END

Verified by: _____ Date: _____

SYNOVUS
Synovus Bank, Member FDIC

OFFICIAL CHECK

1000073867

64-60
611

DATE August 10, 2018

PAY ONE THOUSAND DOLLARS AND ZERO CENTS

TO THE ORDER OF * ESCAMBIA COUNTY FLORIDA *

$******1,000.00

REMITTER COASTAL REEF BUILDERS,INC.
FOR Bid Bond PD 17-180.072

PAYABLE THROUGH SYNOVUS BANK COLUMBUS, GEORGIA

Belinda B.

AUTHORIZED SIGNATURE

MP

⑈1000073867⑈ ⑆061100606⑆ 30135745⑈

© DELUXE SENTINEL

Florida Department of State

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by FEI/EIN Number

Florida Profit Corporation
COASTAL REEF BUILDERS, INC.

Filing Information

Document Number	P95000083882
FEI/EIN Number	59-3375830
Date Filed	10/31/1995
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/21/1999

Principal Address

804 Lakewood Road
PENSACOLA, FL 32507

Changed: 04/09/2018

Mailing Address

40 AUDUSSON AVENUE
PENSACOLA, FL 32507

Changed: 04/28/2011

Registered Agent Name & Address

MINNICK, KENNETH D
7915 HOLGATE RD.
PENSACOLA, FL 32514

Name Changed: 03/16/1998

Address Changed: 01/29/2003

Officer/Director Detail

Name & Address

Title P/D

MINNICK, KENNETH D

7915 HOLGATE RD
PENSACOLA, FL 32514

Title D

CARSON, WILLIAM R
11606 CHANTICLEER DRIVE
PENSACOLA, FL 32507

Annual Reports

Report Year	Filed Date
2016	03/31/2016
2017	04/27/2017
2018	04/09/2018

Document Images

04/09/2018 -- ANNUAL REPORT	View image in PDF format
04/27/2017 -- ANNUAL REPORT	View image in PDF format
03/31/2016 -- ANNUAL REPORT	View image in PDF format
04/29/2015 -- ANNUAL REPORT	View image in PDF format
04/28/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
04/18/2012 -- ANNUAL REPORT	View image in PDF format
04/28/2011 -- ANNUAL REPORT	View image in PDF format
04/29/2010 -- ANNUAL REPORT	View image in PDF format
03/06/2009 -- ANNUAL REPORT	View image in PDF format
05/08/2008 -- ANNUAL REPORT	View image in PDF format
04/27/2007 -- ANNUAL REPORT	View image in PDF format
09/01/2006 -- ANNUAL REPORT	View image in PDF format
05/03/2005 -- ANNUAL REPORT	View image in PDF format
04/14/2004 -- ANNUAL REPORT	View image in PDF format
01/29/2003 -- ANNUAL REPORT	View image in PDF format
05/20/2002 -- ANNUAL REPORT	View image in PDF format
01/30/2001 -- ANNUAL REPORT	View image in PDF format
01/25/2000 -- ANNUAL REPORT	View image in PDF format
10/21/1999 -- REINSTATEMENT	View image in PDF format
03/16/1998 -- ANNUAL REPORT	View image in PDF format
10/07/1997 -- ADDRESS CHANGE	View image in PDF format
02/06/1997 -- ANNUAL REPORT	View image in PDF format
06/21/1996 -- ANNUAL REPORT	View image in PDF format

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16578 **County Administrator's Report 9. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Advanced Traffic Management System/Intelligent Transportation System Signalization Project
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Advanced Traffic Management System Connectivity Project - Joy Jones, P.E., Engineering Department Director

That the Board approve issuing a Purchase Order for an amount of $136,250, to Transportation Control Systems, on State Contract ITB-DOT-15/16-9005-GH, to purchase 25 Spectrum Smartlink 1B devices with one year software and cellular service for the County's Advanced Traffic Management System (ATMS) Connectivity Project.

The ATMS Connectivity Project falls in all five Commission Districts.

[Funding Source: Fund 352, Local Option Sales Tax (LOST III), Cost Center 210107, Object Code 56301, Project #11EN1028]

BACKGROUND:

A Purchase Order to Transportation Control Systems (TCS) for $136,250 will allow Staff to purchase 25 MioVision Spectrum Smartlink devices that are needed to provide connectivity from existing County traffic signals to the County's Traffic Signals Operations Center (TSOC). This Purchase Order is regarding the County's Advanced Traffic Management System (ATMS) Connectivity Project discussed at the January 2019 Committee of the Whole and ratified by the BCC at its January 24, 2019, meeting. The devices will come with one year of cell service at a cost of $5,450 per unit.

The ATMS Connectivity Project will upgrade all the existing County traffic signals to ATMS capabilities, which will provide a more efficient and responsive traffic

signalization network. ATMS allows for real-time traffic monitoring, incident monitoring, real-time traffic visualization (when video detection or CCTV cameras installed), automated warning systems, improved preventative maintenance, etc.

The ATMS Connectivity Project falls in all 5 Commission Districts.

BUDGETARY IMPACT:

Funds are available in Fund 352, Local Option Sales Tax (LOST III), Cost Center 210107, Object Code 56301, Project #11EN1028.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, a purchase requisition will be submitted to the Office of Purchasing for processing, and a subsequent Notice to Proceed will be issued to TCS by the Engineering Department - Transportation and Traffic Operations Division.

Attachments

Quote with Backup

Spectrum Smartlink Devices

Quote

Quote No
3840

Page
Page 1 of 2

Quote Date
06/11/2019

Valid Thru
Valid for 90 Days

TRANSPORTATION CONTROL SYSTEMS
SINCE 1976

1030 South 86th Street
Tampa, FL 33619
US
Tel: 813-630-2800

Customer:

ESCAMBIA COUNTY
escambia.invoices@escambia
,
US

Customer Name
ESCAMBIA COUNTY

Slspsn
John D Gaskins

Contact:

Loc
Tampa

PPD/COL

Item No	Qty Ordered	UOM	Unit Price	Extended Price
ORDERED Smartlink 1B 1 yrs ATSPM & cel APLContract LI#660-027-009-d&f Standard APL price is 9950.00 for Smartlink 1B and 5 years of ATSPM and 5 years of cell service. This price is for Smartlink 1B and one year of ATSPM and cell service.	25.0000	EA	$5,450.00	$136,250.00

Quote

TRANSPORTATION CONTROL SYSTEMS
SINCE 1976

1030 South 86th Street
Tampa, FL 33619
US
Tel: 813-630-2800

Quote No
3840

Quote Date
06/11/2019

Valid Thru
Valid for 90 Days

TERMS & CONDITIONS FOR TRANSPORTATION CONTROL SYSTEMS, INC. QUOTATIONS

• QUOTES ARE VALID FOR 90 DAYS EXCEPT FOR VALMONT QUOTES ARE VALID FOR 30 DAYS.

• ALL ITEMS ARE QUOTED FOB WAREHOUSE.

• SHIPPING CHARGES:
ORDERS DELIVERED TO FLORIDA AND TENNESSEE - ORDERS GREATER THAN $ 500 ARE FREIGHT ALLOWED.
ORDERS DELIVERED TO GA, AL, NC, SC, LA, MS - ORDERS GREATER THAN $ 1,000 ARE FREIGHT ALLOWED.

• LEAD TIMES:
STANDARD LEAD TIME: APPROXIMATELY 4 WEEKS AFTER RELEASE BY CUSTOMER.
PRODUCTION: 1 TO 2 WEEKS FOR DRAWINGS. SCHEDULE IS DETERMINED AFTER RECEIPT OF APPROVED DRAWINGS AND RELEASE BY CUSTOMER. ABOVE SCHEDULES ARE SOLELY THOSE IN EFFECT AT TIME OF QUOTATION. ACTUAL SCHEDULES ARE SUBJECT TO CHANGE DUE TO CIRCUMSTANCES AND/OR CONDITIONS EXISTING AT THE TIME ORDER IS RELEASED BY CUSTOMER.

• ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY TRANSPORTATION CONTROL SYSTEMS, INC. UPON RECEIPT OF PURCHASE ORDER.

• PLEASE REFERENCE TCS QUOTE NUMBERS ON ALL PURCHASE ORDERS.

• TERMS ARE NET 30 DAYS FOR ESTABLISHED ACCOUNTS.

• TAX CALCULATIONS ARE FOR ESTIMATE PURPOSES ONLY. ACTUAL SALES TAX WILL BE CHARGED BASED ON SHIP TO ADDRESS.

Quote Total
$136,250.00

APL Certification #	Manufacturer	Product Category	Model/Product/Component Description	QTY. / Unit	Delivery time	PRICE	VENDOR
660-027-009-d	Miovision Technologies	Vehicle Detector - AVI (Automatic Vehicle Identification)	Spectrum Smartlink 1B with 5 Year Plus ATSPM	1 EA.	30 days	$ 9,950.00	TCS
660-027-009-e	Miovision Technologies	Vehicle Detector - AVI (Automatic Vehicle Identification)	Spectrum Smartlink 1B Communications	1 EA.	30 days	$ 675.00	TCS
660-027-009-f	Miovision Technologies	Vehicle Detector - AVI (Automatic Vehicle Identification)	Spectrum Smartlink 1B Communications Plus ATSPM	1 EA.	30 days	$ 1,125.00	TCS
660-027-009-g	Miovision Technologies	Vehicle Detector - AVI (Automatic Vehicle Identification)	Comm and Monitoring	1 EA.	30 days	$ 16,575.00	TCS
660-027-009-h	Miovision Technologies	Vehicle Detector - AVI (Automatic Vehicle Identification)	Advanced Monitoring	1 EA.	30 days	$ 21,150.00	TCS
660-027-009-i	Miovision Technologies	Vehicle Detector - AVI (Automatic Vehicle Identification)	Advanced Monitoring with CID	1 EA.	30 days	$ 22,300.00	TCS
660-027-009-j	Miovision Technologies	Vehicle Detector - AVI (Automatic Vehicle Identification)	Advanced Monitoring Plus Two	1 EA.	30 days	$ 25,150.00	TCS
660-027-009-k	Miovision Technologies	Vehicle Detector - AVI (Automatic Vehicle Identification)	Advanced Monitoring Plus Two with CID	1 EA.	30 days	$ 26,300.00	TCS
660-027-009-l	Miovision Technologies	Vehicle Detector - AVI (Automatic Vehicle Identification)	Comm and Advanced Monitoring	1 EA.	30 days	$ 28,000.00	TCS
660-027-009-m	Miovision Technologies	Vehicle Detector - AVI (Automatic Vehicle Identification)	Comm and Advanced Monitoring with CID	1 EA.	30 days	$ 29,150.00	TCS

State of Florida
Department of Transportation

FDOT APL Traffic Equipment

Agency Term Contract

BID #: ITB-DOT-15/16-9005-GH

to include supplemental bids: ITB-DOT-16/17-9011-GH / ITB-DOT-17/18-9044-GH

CONTRACT RENEWAL DATES: September 26, 2018 to September 25, 2019

(ORIGINAL CONTRACT DATES: September 28, 2015 to September 27, 2018)

Vendor Listing Enclosed below:

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

SEPTEMBER 26, 2018

AMENDMENT NO. 5

RENEWAL
September 26, 2018 through September 25, 2019

FDOT APL TRAFFIC EQUIPMENT CONTRACT
[BID #s: ITB-DOT-15/16-9005-GH; ITB-DOT-16/17-9011-GH; ITB-DOT-17/18-9044-GH]

THIS AMENDMENT, effective per the signed written renewal request between VENDOR and the State of Florida, Department of Transportation ("Department"), modifies the Contract between the parties dated September 28, 2015.

WHEREAS, the Department has determined it necessary to renew the agreement.

NOW, THEREFORE, in addition to any other rights set forth in the Contract, the Parties agree as follows:

- Based on renewal acceptance, the Vendors and their awarded items for ITB-DOT-15/16-9005-GH, ITB-DOT-16/17-9011-GH, and ITB-DOT-17/18-9044-GH have been renewed for a period of one (1) year from September 26, 2018 through September 25, 2019. The enclosed Vendor list and price sheets have been updated.

This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof. All other terms and conditions of the Contract shall remain in full force and effect.

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

AMENDMENT NO. 4
AGENCY TERM CONTRACT FOR APPROVED PRODUCTS LIST TRAFFIC EQUIPMENT
BID NO. ITB-DOT-15/16-9005-GH

THIS AMENDMENT, to be effective on the last date of signature, between VENDOR and the State of Florida, Department of Transportation ("Department"), modifies the Contract between the parties dated September 28, 2015.

WHEREAS, the Department has determined it necessary to amend the agreement to add APL Traffic equipment items as awarded per ITB-DOT-17/18-9044-GH (supplemental).

NOW, THEREFORE, in addition to any other rights set forth in the Contract, the Parties agree as follows:

- Items awarded from ITB-DOT-17/18-9044-GH have been added as additional pages to the price sheet of this contract. Awarded Vendors not already listed on the original contract will be added to this contract.

This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof. All other terms and conditions of the Contract shall remain in full force and effect.

State of Florida
Department of Transportation

By:_____

Name:_____

Title:_____

Date:_____

Vendor Signature

Company:_____

By:_____

Name:_____

Title:_____

Date:_____

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

AMENDMENT NO. 3
AGENCY TERM CONTRACT FOR APPROVED PRODUCTS LIST TRAFFIC EQUIPMENT
BID NO. ITB-DOT-15/16-9005-GH

THIS AMENDMENT, to be effective on the last date of signature, between VENDOR and the State of Florida, Department of Transportation ("Department"), modifies the Contract between the parties dated September 28, 2015.

WHEREAS, the Department has determined it necessary to amend the agreement to add APL Traffic equipment items as awarded per ITB-DOT-16/17-9011-GH.

NOW, THEREFORE, in addition to any other rights set forth in the Contract, the Parties agree as follows:

- Items awarded from ITB-DOT-16/17-9011-GH have been added as additional pages to the price sheet of this contract. Awarded Vendors not already listed on the original contract will be added to this contract.

This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof. All other terms and conditions of the Contract shall remain in full force and effect.

State of Florida
Department of Transportation

By:_____

Name:_____

Title:_____

Date:_____

Vendor Signature

Company:_____

By:_____

Name:_____

Title:_____

Date:_____

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

AMENDMENT NO. 2
AGENCY TERM CONTRACT FOR APPROVED PRODUCTS LIST TRAFFIC EQUIPMENT
BID NO. ITB-DOT-15/16-9005-GH

THIS AMENDMENT, to be effective on the last date of signature, between VENDOR and the State of Florida, Department of Transportation ("Department"), modifies the Contract between the parties dated September 28, 2015.

WHEREAS, the Department has determined it necessary to amend the agreement to remove Special Condition #7, In-State Preference Form, the PRIDE provision #40, of the PUR1000 Form and the MFMP P.O. Terms and Conditions, Section 7(D),

NOW, THEREFORE, in addition to any other rights set forth in the Contract, the Parties agree as follows:

1) Special Condition #7, In-State Preference Form, is not applicable to purchases made from this contract with Federal-aid funds,

2) The PRIDE provision #40, of PUR1000 Form, and MFMP P.O. Terms and Conditions, Section 7(D), are not applicable to purchases made from this contract with Federal-aid funds.

This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof. All other terms and conditions of the Contract shall remain in full force and effect.

State of Florida
Department of Transportation

By:_____

Name:_____

Title:_____

Date:_____

Vendor Signature

Company:_____

By:_____

Name:_____

Title:_____

Date:_____

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

AMENDMENT NO. 1
AGENCY TERM CONTRACT FOR APPROVED PRODUCTS LIST TRAFFIC EQUIPMENT
BID NO. ITB-DOT-15/16-9005-GH

THIS AMENDMENT, to be effective on the last date of signature, between VENDOR and the State of Florida, Department of Transportation ("Department"), modifies the Contract between the parties dated September 28, 2015.

WHEREAS, the Department has determined it necessary to amend the agreement, due to an error committed on the part of the Department, to remove Item # 1281 (APL# 747-001-003) LS300 Sierra Wireless Modem from the contract.

NOW, THEREFORE, in addition to any other rights set forth in the Contract, the Parties agree as follows:

That FDOT issued a bid for the LS300 Sierra Wireless Modem (ITB-DOT-14/15-9002-GH) back on August 18, 2014 and awarded said item to ADOL Business Consulting Services on September 12, 2014 for a period of three years.

This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof. All other terms and conditions of the Contract shall remain in full force and effect.

Respectfully,

FDOT Procurement Office

Vendor Signature

Company:_____

By:_____

Name:_____

Title:_____

Date:_____

Spectrum Smartlink 1B Devices

District 1	District 2	District 3	District 4	District 5
Bauer @ Escambia Sports Complex	Jackson @ 57th	E @ Jordan	Langley @ Tippin	Bratt @ Byrneville
Jackson @ 65th (D1&2)	Jackson @ 65th (D1&2)	E @ Leonard	Langley @ 9th	Chemstrand @ Kingsfield
Longleaf @ Community	Old Corry @ Jackson		Tippin @ 9th	Chemstrand @ Ten Mile
Marcus Point @ Enterprise			Olive @ Whitmire	CR 297A @ Pine Cone
Saufley Field @ Muldoon			Olive @ Johnson	Pine Forest @ CR 297A
			University @ Johnson	10 Mile @ Ashton Brosnaham
			University @ University Town Center - Publix (D4&5)	University @ University Town Center - Publix (D4&5)
				University @ Hillview
				University @ Campus

(1 Spare)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16480 **County Administrator's Report 9. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Acceptance of Property for Road Right-of-Way for the Ashcraft Road Dirt Road Paving Project
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Public Road and Right-of-Way Easement for the Ashcraft Road Dirt Road Paving Project - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the acceptance of the donation of a public road and right-of-way easement (approximately 0.08 acres), located at 5190 North Highway 99, from Glenn and Fay Faircloth for the Ashcraft Road Dirt Road Paving Project:

A. Accept the donation of a public road and right-of-way easement located at 5190 North Highway 99 (the corner of Highway 99 and Ashcraft Road) for the Ashcraft Road Dirt Road Paving Project;

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

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

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

This property is located in Commission District 5.

Funds for incidental expenses associated with the recordings of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office.

BACKGROUND:

Ashcraft Road is a Dirt Road Paving project that is currently under design for construction by the Engineering Department. Ashcraft Road runs from North Highway 99 to Bratt Road and is approximately 6,550 linear feet or 1.24 miles. Staff has worked with the Engineer of Record and the property owners, Glenn and Fay Faircloth, to minimize impacts to trees, by adjusting the approach alignment, cross slopes, and the location of the supporting drainage system to accommodate these trees. This is the last easement needed to advance the paving project to 100% design and prepare the project for construction bid advertisement.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recordings of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Public Road and Right-of-Way Easement has been signed approved as to form and sufficiency by the County Attorney's Office.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval, County Staff will proceed in compliance with Section 46-139 of the Escambia County code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Public Road and Right-of-Way Easement_Faircloth

Aerial Map - Faircloth

This document was prepared by:
Kara Johnson
Escambia County Engineering Department
3363 West Park Place
Pensacola, Florida 32505

Ashcraft Road Project
15-5N-32-1301-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this 7th day of June 2019, by and between Glenn & Fay Faircloth, husband and wife, whose address is 5190 North Highway 99, Century, Florida 32533 (Grantors) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantors are the owner of certain property located in Escambia County, Florida and more particularly described in the attached Exhibit A (the Property); and

WHEREAS, Grantors have agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

NOW, THEREFORE, Grantors hereby convey to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges and drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above; provided, however, that Grantee shall not remove any viable tree from the Property that is greater than four inches in diameter at breast height.

GRANTORS covenant that it is lawfully seized and possessed of the Property, that they have good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantors have executed this document on the date first written above.

Signed, sealed and delivered
in the presence of:

Grantors:

Witness Kamryn Brock
Print Name Kamryn Brock

By: Glenn Faircloth
Glenn Faircloth

Witness Denise Burkett
Print Name Denise Burkett

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of June, 2019, by Glenn Faircloth. He ( ) is personally known to me, or (X) has produced current FL DL as identification.

(Notary Seal) JESUS GONZALEZ, III MY COMMISSION # GG 38783 EXPIRES: October 16, 2020

Signature of Notary Public
Jesus Gonzalez III
Printed Name of Notary Public

Witness Kamryn Brock
Print Name Kamryn Brock

By: Fay Faircloth
Fay Faircloth

Witness Denise Burkett
Print Name Denise Burkett

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of June, 2019, by Fay Faircloth. She ( ) is personally known to me, or (X) has produced current FL DL as identification.

(Notary Seal) JESUS GONZALEZ, III MY COMMISSION # GG 38783 EXPIRES: October 16, 2020

Signature of Notary Public
Jesus Gonzalez III
Printed Name of Notary Public

ACCEPTANCE

This Public Road and Right-of-Way Easement is accepted by Escambia County, Florida on the _____ day of _____, 20__, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____ _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

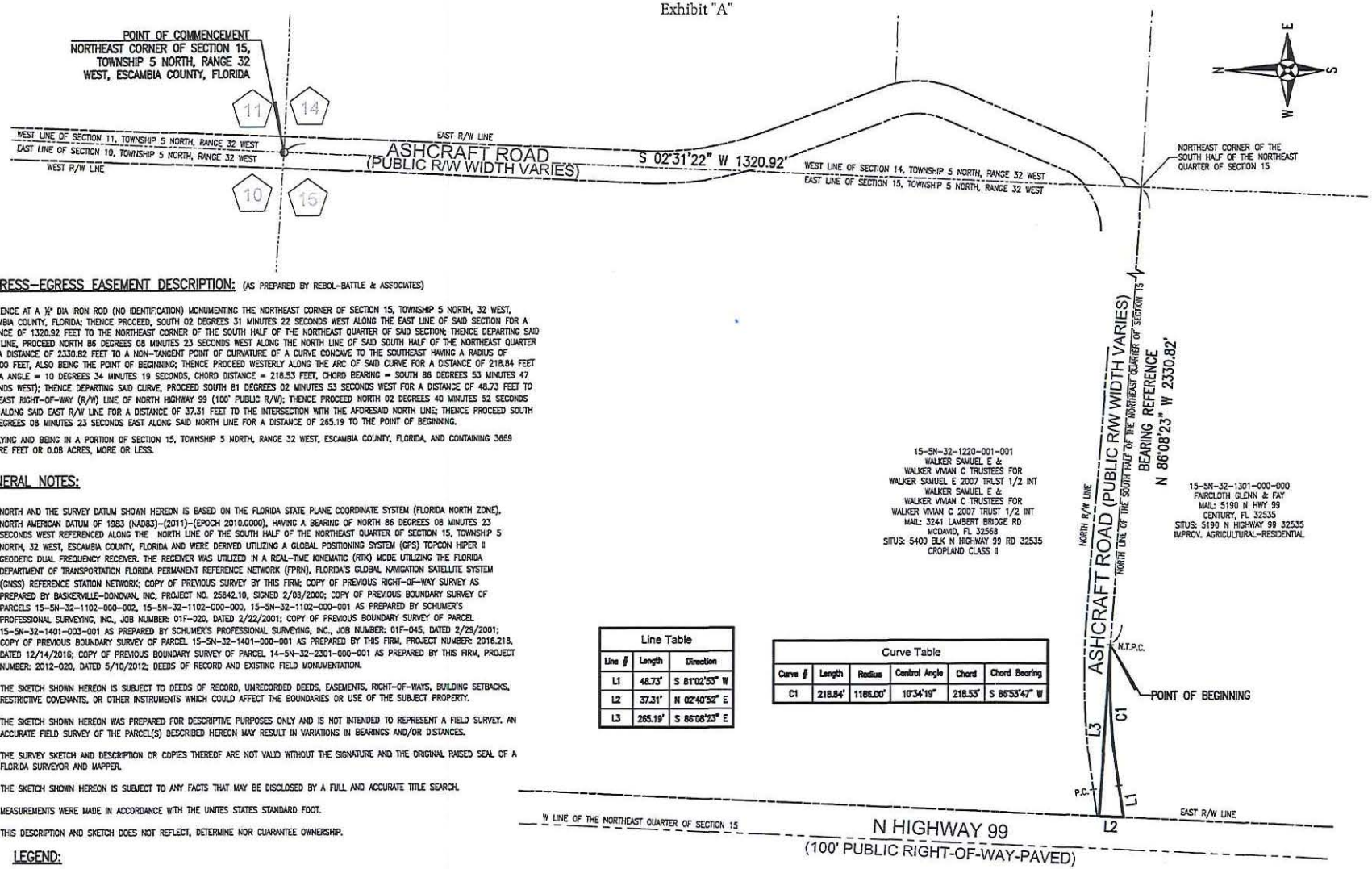
_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: Asst County Attorney
Date: June 25, 2019

Exhibit "A"



INGRESS-EGRESS EASEMENT DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

COMMENCE AT A ½" DIA IRON ROD (NO IDENTIFICATION) MONUMENTING THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 5 NORTH, 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED, SOUTH 02 DEGREES 31 MINUTES 22 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION FOR A DISTANCE OF 1320.92 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE DEPARTING SAID EAST LINE, PROCEED NORTH 86 DEGREES 08 MINUTES 23 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER FOR A DISTANCE OF 2330.82 FEET TO A NON-TANGENT POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1186.00 FEET, ALSO BEING THE POINT OF BEGINNING; THENCE PROCEED WESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 218.84 FEET (DELTA ANGLE = 10 DEGREES 34 MINUTES 19 SECONDS, CHORD DISTANCE = 218.53 FEET, CHORD BEARING = SOUTH 86 DEGREES 53 MINUTES 47 SECONDS WEST); THENCE DEPARTING SAID CURVE, PROCEED SOUTH 81 DEGREES 02 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 48.73 FEET TO THE EAST RIGHT-OF-WAY (R/W) LINE OF NORTH HIGHWAY 99 (100' PUBLIC R/W); THENCE PROCEED NORTH 02 DEGREES 40 MINUTES 52 SECONDS EAST ALONG SAID EAST R/W LINE FOR A DISTANCE OF 37.31 FEET TO THE INTERSECTION WITH THE AFORESAID NORTH LINE; THENCE PROCEED SOUTH 86 DEGREES 08 MINUTES 23 SECONDS EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 265.19 TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN A PORTION OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 3669 SQUARE FEET OR 0.08 ACRES, MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000), HAVING A BEARING OF NORTH 86 DEGREES 08 MINUTES 23 SECONDS WEST REFERENCED ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, 32 WEST, ESCAMBIA COUNTY, FLORIDA AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; COPY OF PREVIOUS SURVEY BY THIS FIRM; COPY OF PREVIOUS RIGHT-OF-WAY SURVEY AS PREPARED BY BASKERVILLE-DONOVAN, INC, PROJECT NO. 25842.10, SIGNED 2/08/2000; COPY OF PREVIOUS BOUNDARY SURVEY OF PARCELS 15-5N-32-1102-000-002, 15-5N-32-1102-000-000, 15-5N-32-1102-000-001 AS PREPARED BY SCHUMER'S PROFESSIONAL SURVEYING, INC., JOB NUMBER: 01F-020, DATED 2/22/2001; COPY OF PREVIOUS BOUNDARY SURVEY OF PARCEL 15-5N-32-1401-003-001 AS PREPARED BY SCHUMER'S PROFESSIONAL SURVEYING, INC., JOB NUMBER: 01F-045, DATED 2/29/2001; COPY OF PREVIOUS BOUNDARY SURVEY OF PARCEL 15-5N-32-1401-000-001 AS PREPARED BY THIS FIRM, PROJECT NUMBER: 2016.218, DATED 12/14/2016; COPY OF PREVIOUS BOUNDARY SURVEY OF PARCEL 14-5N-32-2301-000-001 AS PREPARED BY THIS FIRM, PROJECT NUMBER: 2012-020, DATED 5/10/2012; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. THE SKETCH SHOWN HEREON IS SUBJECT TO DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
3. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTIVE PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY. AN ACCURATE FIELD SURVEY OF THE PARCEL(S) DESCRIBED HEREON MAY RESULT IN VARIATIONS IN BEARINGS AND/OR DISTANCES.
4. THE SURVEY SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.
5. THE SKETCH SHOWN HEREON IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
6. MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE UNITES STATES STANDARD FOOT.
7. THIS DESCRIPTION AND SKETCH DOES NOT REFLECT, DETERMINE NOR GUARANTEE OWNERSHIP.

Line Table		
Line #	Length	Direction
L1	48.73'	S 81°02'53" W
L2	37.31'	N 02°40'52" E
L3	265.19'	S 86°08'23" E

Curve Table					
Curve #	Length	Radius	Central Angle	Chord	Chord Bearing
C1	218.84'	1186.00'	10°34'19"	218.53'	S 86°53'47" W

LEGEND:

(15)	DENOTES SECTION NUMBER
	DENOTES LINE SHOWN NOT TO SCALE
◐	DENOTES 1/2" DIAMETER IRON ROD (NO IDENTIFICATION)
C1	DENOTES CURVE NUMBER (SEE TABLE)
L1	DENOTES LINE NUMBER (SEE TABLE)
N.T.P.C.	DENOTES NON-TANGENT POINT OF CURVATURE
P.C.	DENOTES POINT OF CURVATURE
R/W	DENOTES RIGHT-OF-WAY

HORIZONTAL SCALE

0 75 150 300

1 INCH = 150 FEET

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH SHOWN HERON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Mark A. Norris 5/17/19

MARK A. NORRIS DATE
FLORIDA REGISTRATION No. 6211

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
203 N. Gadsden Street, Suite 203
Tallahassee, FL 32301 (850) 222-0007 Fax (850) 224-8436
EB 0000697 LB 7515

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

FAIRCLOTH PROPERTY
3500 BLOCK OF ASHCRAFT ROAD
CENTURY, FLORIDA 32535
A PORTION OF SECTION 15 TOWNSHIP: 5 NORTH RANGE: 32 WEST
COUNTY: ESCAMBIA STATE: FLORIDA

NO.	DATE	APPR.	REVISION/ACTION TAKEN

DESCRIPTION & SKETCH

PREPARED FOR: ESCAMBIA COUNTY

REQUESTED BY: DALE E. LONG, P.E. LEED AP
MUNICIPAL ENGINEERING SERVICES, INC.

PROJECT: 2018.193
DRAWN BY: ANC
CHKD BY: MAH
SCALE: 1" = 150'
F.B.: N/A
PG.: N/A
DATE: 5/16/2019

1 of 1

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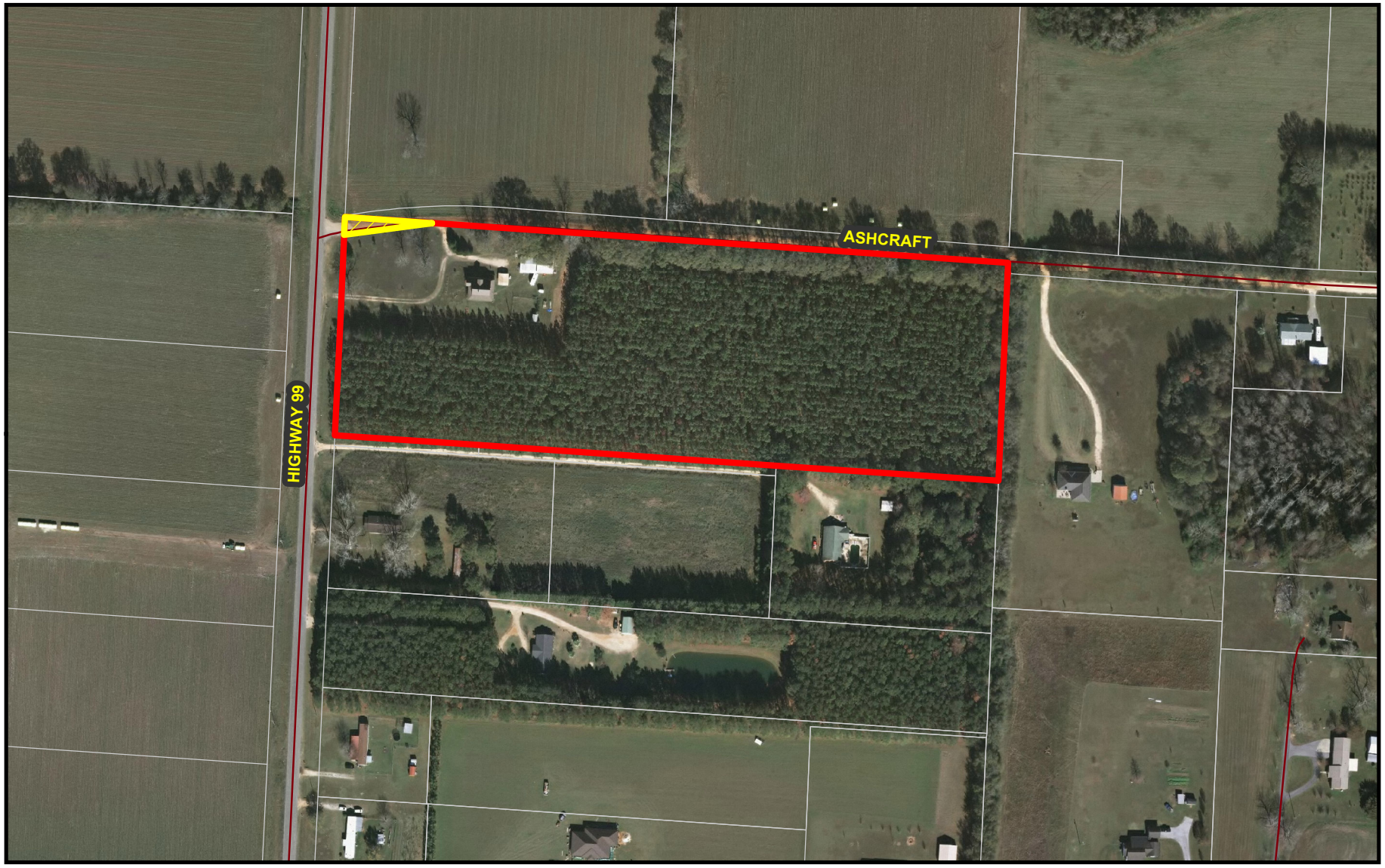
P:\2018\2018.193 DALE ASHCRAFT ROW\SURVEY\2018.193 ASHCRAFT - EASEMENT.DWG

Ashcraft Road Dirt Road Paving Project



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

KPJ 7/10/19 DISTRICT 5

N

Faircloth Property

Easement Area

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16577 **County Administrator's Report 9. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Reallocation of Capital Improvement Program Funds - Local Option Sales Tax III
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Joy Jones, P.E., Engineering Department Director

That the Board approve the reallocation of funds from Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Transportation and Drainage (T&D), in the amount of $136,997, from Navy Point Phase III Sewer Expansion and Drainage Improvement Project (Navy Point), to the Old Corry Field Road Project.

The Navy Point Phase III Project was completed in 2016. Recently, the Engineering Department received the final invoice, in the amount of $387,892.18, from Emerald Coast Utilities Authority (ECUA) for the Navy Point project.

Originally, the amount budgeted for Navy Point Phase III was $524,890. Currently, a balance of $136,997 is available and needed for projects in District 2 on Old Corry Field Road. There are three active construction projects on Old Corry (North Old Corry Field Road Sidewalks and Drainage Improvements, South Old Corry Field Road Bridge Replacement and South Old Corry Field Road Sidewalks). $90,458.42 needs to be reallocated to the LOST III Cost Center, from the North Old Corry LAP project Cost Center, to correctly balance the Grant proceeds. Staff is requesting that the remaining $46,538.58 balance be available for unanticipated expenses that may arise during construction of the ongoing three projects.

All of these projects are located in Commission District 2.

[Funding Source: Fund 352, Local Option Sales Tax III, Account 210107, Transportation and Drainage]

BACKGROUND:

On July 10, 2014, the Board approved an Interlocal Cost Sharing Agreement between Escambia County and ECUA for the Navy Point Phase III Sewer Expansion and Drainage Improvement Project, in an amount not to exceed $500,000. This was a joint project with ECUA in the Navy Point area. ECUA installed sewer in the Navy Point area and Escambia County improvements included milling and resurfacing existing roadways within ECUA's project area, replacing broken curb, removal and replacement of undersized and/or broken storm pipes, and upsizing existing curb inlets.

This Recommendation is to request reallocation of funds from Fund 352, LOST III, Cost Center 210107, Transportation and Drainage (T&D), in the amount of $136,997, from Navy Point Phase III Sewer Expansion and Drainage Improvement Project, to the Old Corry Field Road Project. The Navy Point Phase III project was completed in 2016. Recently, the Engineering Department received the final invoice, in the amount of $387,892.18, from ECUA for the Navy Point project.

Originally, the amount budgeted for Navy Point Phase III was $524,890. Currently, a balance of $136,997 is available and needed for projects in District 2 on Old Corry Field Road. There are three active construction projects on Old Corry (North Old Corry Field Road Sidewalks and Drainage Improvements, South Old Corry Field Road Bridge Replacement and South Old Corry Field Road Sidewalks). $90,458.42 needs to be reallocated to the LOST III cost center, from the North Old Corry LAP project cost center, to correctly balance the grant proceeds. Staff is requesting that the remaining $46,538.58 balance be available for unanticipated expenses that may arise during construction of the ongoing three projects.

All of these projects are located in Commission District 2.

BUDGETARY IMPACT:

No budgetary impact occurs. Funding is currently available in Fund 352, Local Option Sales Tax III, Account 210107, Transportation and Drainage.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and prioritization of Capital Improvement Projects are at the discretion of the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this request, a Budget Amendment will be forwarded to the Office of Management and Budget to reallocate the funds to the appropriate projects.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16215 **County Administrator's Report 9. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Reallocation of Capital Improvement Program Funds - Local Option Sales Tax III
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Joy Jones, P.E., Engineering Department Director

That the Board approve the reallocation of funds from Fund 352, LOST III, Cost Center 210107, Transportation and Drainage (T&D), in the amount of $92,896, from project funding to be determined to Willowbrook Lake Dam Reconstruction Project. These funds will be utilized for construction engineering and inspection services ($35,000) to ensure that the specialized clay core of the new dam is constructed per the geotechnical specifications, and will provide a 5% contingency allowance for any unforeseen changes required during construction ($57,896).

This project is located in Commission District 5.

[Funding Source: Fund 352, Local Option Sales Tax III, Account 210107, Transportation and Drainage]

BACKGROUND:

Meeting in regular session on February 21, 2019, the Board awarded Contract 18-19.013 Willowbrook Lake Dam Reconstruction Project to Panhandle Grading and Paving, Inc. Willowbrook Lake, located in District 5, serves as a stormwater retention pond for the areas south of Kingsfield Road, north of Ten Mile Road, east of US 29, and west of Chemstrand Road.

The dam structure at Willowbrook Lake was severely damaged during the April 2014 Storm Event, which compromised Chemstrand Road, a major corridor to

industries north of Nine Mile Road. To ensure that the infrastructure along Chemstrand Road would not be compromised in the future, the County agreed to obtain drainage easements over the area and rebuild the dam. The Board approved easements for the project on July 7, 2015 and August 1, 2019.

The Public purpose of this project is to reconstruct the dam to provide stormwater treatment for the area, protection of Chemstrand Road, and protection of downstream properties. The lake behind the dam will serve as a stormwater treatment system for nearly one square mile lying between Chemstrand Road, US 29, Ten Mile Road, and Kingsfield Road. All environmental permits for the project have been received and construction is underway.

This recommendation is to request reallocation of funds, in the amount of $92,896, from project funding to be determined to the Willowbrook Lake Dam Reconstruction Project, which will be utilized for construction engineering and inspection services ($35,000) to ensure the specialized clay core of the new dam is constructed per the geotechnical specifications, and will also provide a 5% contingency allowance for any unforeseen changes during construction ($57,896) without causing delay.

Total Spent on Project to Date: $1,367,101.29.

BUDGETARY IMPACT:

No budgetary impact occurs. Funding is currently available in Fund 352, Local Option Sales Tax III, Account 210107, Transportation and Drainage.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and prioritization of Capital Improvement Projects are at the discretion of the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this request, a budget amendment will be forwarded to the Office of Management and Budget to reallocate the funds to the appropriate projects.

Attachments

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2019000256

16. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County, Florida, and Gulf Marine Construction, Inc., per the terms and conditions of PD 18-19.002, Southwest Greenway 1st Extension, in the amount of $173,165.30.

[Funding: Fund 151, Fund CRA Warrington, Cost Center 370114, Object Code 56301 - $173,165.30]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

2019000257

17. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County, Florida, and Panhandle Grading & Paving, Inc., per the terms and conditions of PD 18-19.013, Willowbrook Lake Dam Reconstruction Project, in the amount of $1,157,915.53.

This action was rescinded on 4/4/19 by CAR II-38

[Funding: Fund 353, Cost Center 210106, Object Code 56301, Project Number 19EN0525 - $951,089; Fund 352, Cost Center 210107, Object Code 56301, Project Number 15EN3325 - $190,814.24; Fund 352, Cost Center 210107, Object Code 56301, Project Number 14EN2605, $16,012.29; Total $1,157,915.53]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16245 **County Administrator's Report 9. 21.**
BCC Regular Meeting
Meeting Date: 08/15/2019
Issue: Street Name Approval - "Le Milin Court"
From: HORACE JONES, Director
Organization: Development Services
CAO Approval: JPG

RECOMMENDATION:

Recommendation Concerning the Street Name Approval of “Le Milin Court”- Horace Jones, Development Services Department Director

That the Board approve changing the street name of Beach Haven Cove Drive to “Le Milin Court”, for the portion of Beach Haven Cove Drive, running east from the south end of Americus Avenue and running southeast to the end of the cul-de-sac, in Beach Haven Cove, Phase 2. This has been requested by Marah Brener and eighty percent of the property owners have signed the petition. This street is in Commissioner District 2.

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 55201]

BACKGROUND:

Eighty percent of the property owners signed the petition. This street is in Commissioner District 2.

BUDGETARY IMPACT:

Cost of one new street sign is $265, and will be funded by the Public Works Department/Transportation and Traffic Division. [Funding Source: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 55201]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Work to be accomplished by current staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

The street is being named pursuant to the Escambia County street naming and numbering Ordinance 86-11, adopted under the authority of Florida Statutes Chapter 125 and 336.

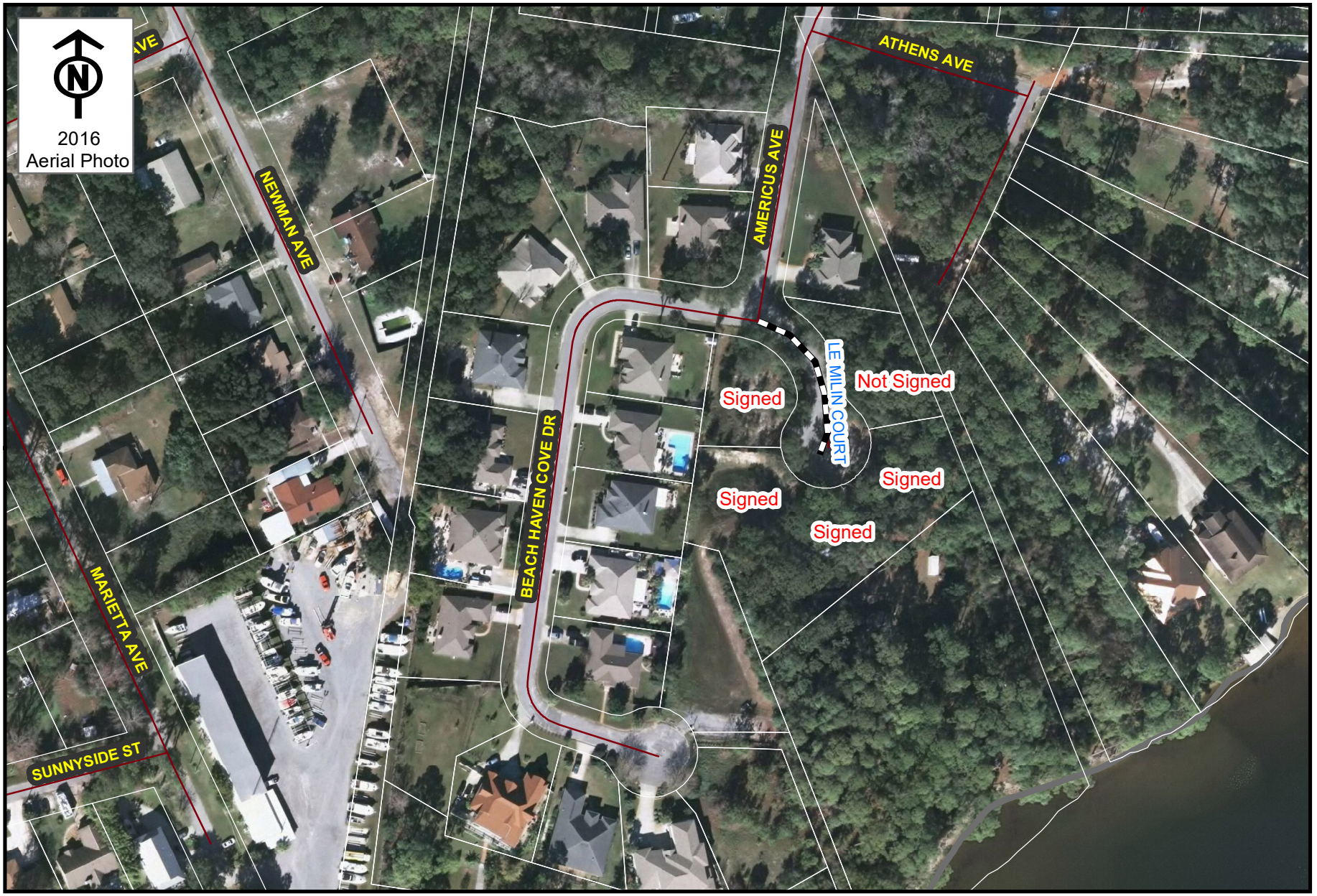
IMPLEMENTATION/COORDINATION:

N/A

Attachments

vicinity map
Street Name Petition
Beach Haven Cove Plat
Notification Letter

Le Milin Court



ESCAMBIA COUNTY
G. I. S. DEPARTMENT

6/24/19 DISTRICT 2

Proposed Road
to be Named

2256 Americus Avenue (Left)
3508 Beach Haven Cove Drive (Right)

STREET NAME PETITION

DATE SUBMITTED: March 8, 2019

The following Street names have been submitted for approval:

Le Milin Court

Streets are located in the area of: Beach Haven Cove

DRAW OR SKETCH A DIAGRAM OF THE LOCATION: See Map

(If the new street name is approved, your address number will also be subject to change.)

The street names are requested by the petitioners listed below:

PETITIONER	ADDRESS	PHONE NUMBER
Marah Brener	2207 Americus Ave/ 2207 Athens Ave	707-357-8221
Terry Williams	3508 Beach Haven Cove Dr.	850-251-5056

Use back of form for additional signatures, addresses, and phone numbers.

(DO NOT WRITE BELOW THIS LINE – TO BE COMPLETED BY ADDRESS TECH.)

Escambia County Public Safety concurs the street names are not duplicates of any existing street names.

PREFERRED STREET NAME (S): Le Milin Court

NUMBER OF RESIDENTS: 5

NUMBER OF RESIDENTS WHO SIGNED PETITION: 4

PERCENTAGE OF RESIDENTS WHO SIGNED PETITION: 80%

COMMISSION DISTRICT, IN WHICH STREET IS LOCATED: 2

Cathy Andrews		6-20-19
ADDRESS TECHNICIAN	9-1-1 COORDINATOR	DATE APPROVED

A RECORD PLAT OF

BEACH HAVEN COVE PHASE 1

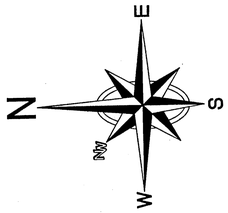
A REPLAT OF A PORTION OF BEACH HAVEN SUBDIVISION (DEED BOOK 46, PAGE 51) BEING A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
1500 N. Palafox St. Pensacola, Fl 32501 (850) 432-1052
105 Willing St. Milton, Fl 32570 (850) 626-9270

OWNER AND DEVELOPER
NORTHWEST FLORIDA LAND, L.C.
350 PENSACOLA BEACH BOULEVARD,
GULF BREEZE, FLORIDA 32561,
(850) 934-0440

DATE 2000

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.



WATERS BEACH SUBDIVISION (PLAT BOOK 2, PAGE 80)

PARK & ROADWAY

12' WIDE ALLEY

BLOCK 9

BLOCK 8

BLOCK "A"

BLOCK "B"

PHASE #2

CENTERLINE CURVE DATA:
RADIUS = 50.00'
DELTA ANGLE = 10°38'03"
CHORD DISTANCE = 9.27'
ARC LENGTH = 9.28'
CHORD BEARING = S11°37'27"W

CENTERLINE CURVE DATA:
RADIUS = 100.00'
DELTA ANGLE = 11°56'46"
CHORD DISTANCE = 20.81'
ARC LENGTH = 20.85'
CHORD BEARING = S17°37'27"W

(REFERENCE BEARING) S 24°30'00"E

SECOND AVENUE AMERICUS AVENUE (80' R/W)

AMERICUS AVENUE (50' PUBLIC R/W)

BEACH HAVEN COVE DRIVE

BEACH HAVEN SUBDIVISION (DEED BOOK 46, PAGE 51)

BLOCK 6 O.R. BOOK 3521, PAGE 734

O.R. BOOK 2529 PAGE 524

CONSERVATION & PRESERVATION EASEMENT O.R. BOOK 4531, PAGE 239-257 0.71 ACRES

PARCEL "C"

PARCEL "B" PUBLIC RETENTION POND (PUBLIC)

PARCEL "D"

THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED IN DEED BOOK 217 AT PAGE 543 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

DEED BOOK 217 PAGE 543

FLOOD ZONE "A7" ELEVATION = 7'
FLOOD ZONE "X"

THE NORTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED IN DEED BOOK 217 AT PAGE 543 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

THE SOUTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED IN DEED BOOK 217 AT PAGE 543 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

COMMON AREA AND (PRIVATE) ACCESS EASEMENT 15' DRAINAGE EASEMENT (PUBLIC)

20' DRAINAGE EASEMENT

UTILITY EASEMENT (PUBLIC)

TEMPORARY RETENTION POND (PUBLIC)

FUTURE ADDITION TO RETENTION POND (PUBLIC)

25' BUILDING SETBACK LINE

SIGN EASEMENT (PRIVATE)

7' WIDE BOARDWALK EASEMENT (TYP.) (PRIVATE)

GREEN BELT AREA (COMMON) (PRIVATE)

BAYOU GRANDE

APPROXIMATE MEAN HIGH NORTHERLY STORMLINE OF BAYOU GRANDE

APPROXIMATE MEAN HIGH NORTHERLY SHORELINE OF BAYOU GRANDE

NAVY STREET (P) CURRENTLY OCCUPIED BY LOCAL (UNIMPROVED) (PUBLIC)

N 85°07'53" W 80.00'

N 85°02'21" W 167.34'

7' WIDE BOARDWALK EASEMENT (TYP.) PRIVATE

GREEN BELT AREA (COMMON) (PRIVATE)

BAYOU GRANDE

FIRST AVENUE (F) ALBANY AVENUE (F) (50' R/W - UNIMPROVED)

POINT OF BEGINNING

POINT OF COMMENCEMENT
THE NORTHWEST CORNER OF FRACTIONAL SECTION 2, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

WEST LINE OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 31 WEST

BAY MEADOWS SUBDIVISION (PLAT BOOK 9, PAGE 44)

THE NORTHEAST CORNER OF BAY MEADOWS SUBDIVISION

THE SOUTHEAST CORNER OF BAY MEADOWS SUBDIVISION

NEWMAN AVENUE (66' R/W PER TAX MAP) (50' R/W PER FIELD MONUMENTATION)

15' PUBLIC RIGHT-OF-WAY

RESIDENTS

FLOOD ZONE LINE AS SCALED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP

FLOOD ZONE "X" ELEVATION = 7'

MAC'S BOAT YARD & MARINA

NOTE: GREENBELT AREA (PRIVATE & COMMON) TO REMAIN UNDISTURBED AND IS NATURAL STATE, BUT, SUBJECT TO 7' BOARDWALK EASEMENTS

O.R. BOOK 1078, PAGE 459
O.R. BOOK 1418, PAGE 431

CURVE TABLE: (RIGHT-OF-WAY)

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	25.00'	38.66'	34.92'	N50°45'26"E	88°36'41"
C2	80.00'	39.37'	38.98'	S80°57'52"W	28°11'51"
C3	80.00'	77.88'	74.84'	S38°58'41"W	55°46'32"
C4	80.00'	8.42'	8.42'	S08°04'37"W	06°01'39"
C5	75.00'	17.64'	17.60'	S01°40'36"E	13°28'46"
C6	75.00'	54.73'	53.52'	S29°19'14"E	41°48'30"
C7	75.00'	32.18'	31.94'	S62°31'05"E	24°35'11"
C8	25.00'	21.03'	20.41'	N50°43'00"W	48°11'23"
C9	50.00'	15.31'	15.25'	S35°23'29"E	17°32'22"
C10	50.00'	69.89'	64.34'	S84°12'24"E	80°05'29"

CURVE TABLE: (CONTINUED)

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C11	50.00'	56.74'	53.74'	N23°14'22"E	65°00'58"
C12	50.00'	17.54'	17.45'	N19°19'12"W	20°06'09"
C13	50.00'	47.47'	45.71'	N56°34'20"W	54°24'08"
C14	50.00'	34.23'	33.57'	S76°36'46"W	39°13'40"
C15	25.00'	21.03'	20.41'	N81°05'38"E	48°11'23"
C16	25.00'	34.85'	32.10'	S34°52'27"E	78°52'28"
C17	30.00'	47.12'	42.43'	S50°03'47"W	90°00'00"
C18	75.00'	88.07'	83.09'	N51°17'53"W	67°16'39"
C19	35.00'	32.36'	31.22'	N08°49'36"E	52°58'19"
C20	50.00'	44.33'	42.90'	S09°54'39"W	50°48'13"

CURVE TABLE: (CONTINUED)

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C21	50.00'	52.36'	50.00'	S45°29'30"E	60°00'04"
C22	50.00'	54.19'	51.58'	N73°27'36"E	62°05'44"
C23	50.00'	54.69'	52.00'	N11°04'48"E	62°39'52"
C24	50.00'	29.98'	29.53'	N37°25'45"W	34°21'15"
C25	35.00'	26.24'	25.63'	S33°07'55"E	45°57'45"
C26	125.00'	104.79'	101.76'	N35°39'39"W	48°02'02"
C27	25.00'	17.23'	16.89'	S39°55'49"E	39°29'41"
C28	25.00'	11.62'	11.52'	S06°51'56"E	26°38'05"

CURVE TABLE: (CENTERLINE)

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
CL1	100.00'	118.71'	111.86'	S43°23'51"E	68°00'58"
CL2	100.00'	13.14'	13.14'	N81°10'16"W	07°31'53"
CL3	55.00'	86.39'	77.78'	S50°03'47"W	90°00'00"
CL4	50.00'	69.70'	64.19'	S34°52'27"E	79°52'28"

NOTICE:
-THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
-THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK 4583, PAGE(S) 1028

BEACH HAVEN COVE SHEET 2 OF 2

PLAT BOOK 16, PAGE 83A

16-83A

ESW-04 31507

R:\SURV\PLATS\8287RECB Thu May 04 09:43:25 2000

Board of County Commissioners • Escambia County, Florida

Horace Jones, Director
Development Services Department

Geographic Information Systems
Addressing Office
Phone (850) 595-3458
Fax (850) 595-3482

August 2, 2019

RE: Naming of a portion of Beach Haven Cove Drive – Le Milin Court

To whom it may concern:

Please be advised that on August 15, 2019 a recommendation will go to the Board for approval of changing the street name Beach Haven Cove Drive to "Le Milin Court", for the portion of Beach Haven Cove Drive, running east from the south end of Americus Avenue and running southeast to the end of the cul-de-sac, in Beach Haven Cove, Phase 2. This has been requested by Marah Brener. The requirements have been met by eighty percent of the property owners signing the petition..

Once approved, the following addresses will change to reflect the new name with using the same address numbers…

Old address	New address
3500 Beach Haven Cove Drive	**3500 Le Milin Court**
3501 Beach Haven Cove Drive	**3501 Le Milin Court**
3504 Beach Haven Cove Drive	**3504 Le Milin Court**
3505 Beach Haven Cove Drive	**3505 Le Milin Court**

Should you have any questions or require any additional information, please do not hesitate to contact the Escambia County G. I. S. office, Addressing at 850-595-3458.

Thank You,

Escambia County Addressing
G. I. S. Division

Cc: Escambia County Public Safety
Pleasant Grove Fire Department

Warrington Post Office
Escambia County Engineering
Residents

References:
Escambia County, FL Code of Ordinances Sec. 86-36. – Standards for numbering
(Code 1985, § 1-29.2-21)
Florida Building Code 5th Edition (2014) Building Sec. 501
(501.1 Scope – [F] 501.2 Address identification
Florida Fire Prevention Code 5th Edition, 2012 (10.12 – 10.12.1.4)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16586 **County Administrator's Report 9. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Third Amendment to Operations and Maintenance Agreement with LFG Technologies, Inc.
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Third Amendment to the Operations and Maintenance Agreement with LFG Technologies, Inc. - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the Third Amendment to the Operations and Maintenance Agreement between the Perdido Landfill, owned and operated by Escambia County, Florida, and LFG Technologies, Inc., amending Attachment "A", Cost Estimate, included as part of Exhibit "A" to the Operations and Maintenance Agreement, increasing the Base Operations and Maintenance (O&M) Fee 6%, in the amount of $3,842, as provided via Exhibit "A".

[Funding: Fund 401, Solid Waste, Cost Center 230308, Object Code 53401]

BACKGROUND:

The original Agreement was approved in July, 2009. Since approval, there has been one increase requested, Second Amendment, 12/11/2014. Exhibit "A" of the current Operations and Maintenance Agreement with LFG Technologies, Inc., provides for both parties to review and potentially adjust the Base Operations & Maintenance (O&M) Fee based on local inflation markets and labor indexes. Research of the recent market shows evidence of an increase in the CPI over the past five years in the amount of 9.1%. Based upon the terms of the Agreement, both parties are requesting to increase the Base O&M Fee 6%, in the amount of $3,842 annually.

BUDGETARY IMPACT:

Funding for this increase is available in Fund 401, Solid Waste, Cost Center 230308, Object Code 53401. Other existing fees and provisions for changes will remain effective as noted in the current Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has approved the Third Amendment to the Operations and Maintenance Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required in order to amend the Agreement.

IMPLEMENTATION/COORDINATION:

The Third Amendment to the Operations and Maintenance Agreement will be signed by both parties and a copy will be provided to LFG Technologies, Inc.

Attachments

Third Amendment_Attachment "A"
LFG Second Amendment Agreement
LFG First Amendment
LFG Technologies Agreement

THIRD AMENDMENT TO THE OPERATIONS AND MAINTENANCE AGREEMENT

THIS THIRD AMENDMENT is made and entered into by and between the Perdido Landfill owned and operated by Escambia County, Florida, a political subdivision of the State of Florida, and LFG Technologies, Inc., each at times being referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, on July 9, 2009, the County entered into an agreement with LFG Technologies, Inc. ("Supplier") relating to the provision of certain operations and maintenance services for the landfill gas collection system at the Perdido Landfill located at 13009 Beulah Road in Escambia County; and

WHEREAS, on May 15, 2014, the Parties entered into the First Amendment to the Agreement to amend the Term and Termination provisions of the Agreement; and

WHEREAS, on December 11, 2014, the Parties entered into the Second Amendment to the Agreement to amend certain provisions relating to the annual base cost and revise the Cost Estimate included as part of Exhibit A to the Agreement; and

WHEREAS, the Parties have agreed to amend the provisions relating to the annual base cost for routine monitoring services and routine operations, maintenance, and minor repairs performed pursuant to the Agreement as provided herein; and

WHEREAS, as a result of said revision, the Board of County Commissioners finds it in the best interest of the health, safety, and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, 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. Attachment A, Cost Estimate, included as part of Exhibit A to the Operations and Maintenance Agreement, is hereby amended as provided in the revised Cost Estimate, attached hereto and made a part hereof.

3. The Parties hereby agree that all other provisions of the Agreement as previously amended that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. The effective date of this Amendment shall be on the date last executed by the Parties.

5. This Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Lumon J. May, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

(Seal)

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 08-02-2019

SUPPLIER: LFG TECHNOLOGIES, INC.

ATTEST: Corporate Secretary

_____

By:_____

[CORPORATE SEAL]

Title: _____

Date: _____

LFG
Technologies

ATTACHMENT A
COST ESTIMATE

LFG TECH hereby proposes to furnish the services as described in this proposal for Perdido Landfill per the following cost estimate:

1. Routine Monitoring

Labor – included in base service and invoiced monthly.	Included in Base Service	
Parts (i.e. hoses, well heads, sample ports, clamps, etc.) to be billed at cost plus 8%. Cost billed on a monthly basis. Should the landfill chose to purchase parts direct and provide parts to LFG Tech that would be acceptable.		

2. Routine Operations, Maintenance, Minor Repairs

Labor – included in base service and invoiced monthly. Labor that exceeds forty hours will be billed at time and one half.	Included in Base Service	
Parts to be billed at cost plus 8% and detailed on monthly invoice.		
ANNUAL LUMP SUM SUBTOTAL Base Cost	~~$64,029.00~~	$67,871.00

3. Non-Routine Scheduled Maintenance/Major Repairs

Costs not included at this time. To be performed as needed on a time and materials basis. Labor for gas field technician included in base service. Labor that exceeds forty hours from gas field technician to be billed at time and one half. Labor provided by other LFG Tech personnel to be billed at standard rates and time and one half for labor that exceeds forty hours.	Not included in Base Service	
Parts to be billed at cost plus 8% and detailed on monthly invoice.		

LFG
Technologies

4. Non-Routine Emergency Service

Costs not included at this time. To be performed as needed on a time and materials basis. Labor for gas field technician included in base service. Labor that exceeds forty hours from gas field technician to be billed at time and one half. Labor provided by other LFG Tech personnel to be billed at standard rates and time and one half for labor that exceeds forty hours.	Not included in Base Service
Parts to be billed at cost plus 8% and detailed on monthly invoice.	

5. Environmental Logistics Internet Gas Database

Landfill data and records uploaded to online database to provide more efficient environmental compliance records. This service is a third party service provided through LFG Tech.	

ANNUAL LUMP SUM SUBTOTAL Cost	**$6,500.00**	
TOTAL ESTIMATED YEARLY O&M COST	**~~$70,529.00~~**	**$74,371.00**

SECOND AMENDMENT TO THE OPERATIONS AND MAINTENANCE AGREEMENT

THIS SECOND AMENDMENT is made and entered into this ___ day of _____, 2014, by and between the Perdido Landfill owned and operated by Escambia County, Florida, a political subdivision of the State of Florida, and LFG Technologies, Inc., each at times being referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, on July 9, 2009, the County entered into an agreement with LFG Technologies, Inc. ("Supplier") relating to the provision of certain operations and maintenance services for the landfill gas collection system at the Perdido Landfill located at 13009 Beulah Road in Escambia County; and

WHEREAS, the Parties have agreed to amend certain provisions relating to the annual base cost for routine monitoring services and routine operations, maintenance, and minor repairs performed pursuant to the Agreement as provided herein; and

WHEREAS, as a result of said revision, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.

2. That Attachment A, Cost Estimate, included as part of Exhibit A to the Operations and Maintenance Agreement is hereby amended as provided in the revised Cost Estimate, attached hereto and made a part hereof.

3. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. That the effective date of this Amendment shall be on the date last executed by the Parties.

5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Steven Barry, Chairman

_____
Deputy Clerk

(Seal)

Supplier: LFG Technologies, Inc.

ATTEST: Corporate Secretary

_____

[CORPORATE SEAL]

By: Barry Rogers

Title: President

Date: 11-26-2014

Approved as to form and legal sufficiency.

By/Title:

Date: 11/24/14

LFG Technologies

ATTACHMENT A
COST ESTIMATE

LFG TECH hereby proposes to furnish the services as described in this proposal for Perdido Landfill per the following cost estimate:

1. Routine Monitoring

Labor – included in base service and invoiced monthly.	Included in Base Service
Parts (i.e. hoses, well heads, sample ports, clamps, etc.) to be billed at cost plus 8%. Cost billed on a monthly basis. Should the landfill chose to purchase parts direct and provide parts to LFG Tech that would be acceptable.	

2. Routine Operations, Maintenance, Minor Repairs

Labor – included in base service and invoiced monthly. Labor that exceeds forty hours will be billed at time and one half.	Included in Base Service
Parts to be billed at cost plus 8% and detailed on monthly invoice.	

ANNUAL LUMP SUM SUBTOTAL Base Cost ~~$60,980.00~~ $64,029.00

3. Non-Routine Scheduled Maintenance/Major Repairs

Costs not included at this time. To be performed as needed on a time and materials basis. Labor for gas field technician included in base service. Labor that exceeds forty hours from gas field technician to be billed at time and one half. Labor provided by other LFG Tech personnel to be billed at standard rates and time and one half for labor that exceeds forty hours.	Not included in Base Service
Parts to be billed at cost plus 8% and detailed on monthly invoice.	

LFG Technologies

4. Non-Routine Emergency Service

Costs not included at this time. To be performed as needed on a time and materials basis. Labor for gas field technician included in base service. Labor that exceeds forty hours from gas field technician to be billed at time and one half. Labor provided by other LFG Tech personnel to be billed at standard rates and time and one half for labor that exceeds forty hours. Parts to be billed at cost plus 8% and detailed on monthly invoice.	Not included in Base Service

5. Environmental Logistics Internet Gas Database

Landfill data and records uploaded to online database to provide more efficient environmental compliance records. This service is a third party service provided through LFG Tech.

ANNUAL LUMP SUM SUBTOTAL Cost **$6,500.00**

TOTAL ESTIMATED YEARLY O&M COST ~~**$47,480.000**~~ **$70,529.00**

Escambia County
Clerk's Original

5/15/2014 CAR I-10

AMENDMENT OF OPERATIONS AND MAINTENANCE AGREEMENT

THIS AMENDMENT is made and entered into this day 15th of May, 2014, by and between the Perdido Landfill owned and operated by Escambia County, Florida, a political subdivision of the State of Florida, and LFG Technologies, Inc., each at times being referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, on July 9, 2009, the County entered into an agreement with LFG Technologies, Inc. ("Supplier") relating to the provision of certain operations and maintenance services for the landfill gas collection system at the Perdido Landfill located at 13009 Beulah Road in Escambia County; and

WHEREAS, the Parties have agreed to amend certain provisions relating to the Term and Termination of the Agreement as provided herein; and

WHEREAS, as a result of said revision, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.

2. That Paragraph 2 of the Agreement is amended to read:

2. TERM.

Subject to the provisions for termination set forth in Article 16 of this Agreement, the term of this Agreement shall continue for five (5) years from the date of the agreement and will automatically ~~expire at midnight on the anniversary date of the agreement (the "Term")~~ renew for additional, successive twelve (12) month periods until terminated by either party upon at least one hundred and eighty (180) days prior written notice. Subject only to Time and Materials Work Order(s) and the provisions for termination set forth in Article 16 of this Agreement, the Supplier shall commence the Services and complete the Services pursuant to the estimated time schedule for completion set forth in each Proposal or as such is modified pursuant to a Time and Materials Work Order (the "Time for Completion"). In the event that the Time for Completion of any Project is after the expiration of the Term, the Term shall then automatically extend to and terminate automatically upon the Time for Completion, subject to any Time and Materials Work Orders and the provisions for termination set forth in Article 16 of this Agreement.

Verified By: J. Carver
Date: 5/19/2014

3. That Paragraph 16 of the Agreement is amended to read:

16. TERMINATION OF AGREEMENT.

a. The Landfill may terminate this Agreement, any Proposal and/or any Services provided pursuant to this Agreement at any time and for any or no reason whether with or without cause ("Landfill Termination"). The Supplier may terminate this Agreement in the event of a material breach of any covenant or agreement of the Landfill set forth in this Agreement; provided, however, that the Landfill shall have thirty (30) days to cure such breach after the delivery of written notice to the Landfill by the Supplier notifying the Landfill in reasonable detail of the nature of such breach ("Supplier Termination"). In the event of a Landfill Termination or a Supplier Termination, the Supplier shall be paid for any Services performed prior to the effective date of such termination, provided such work is in a form usable by the Landfill. In the event of termination, the Supplier hereby agrees that it shall, without any further consideration or payment except in the case of termination by the Landfill solely for convenience, provide information and take such other actions as the Landfill may reasonably require, including, without limitation, cooperating with any new Supplier to effect an orderly and prompt transition of responsibility for conducting activities contemplated under this Agreement. ~~Subject to Section 2 of this Agreement, this Agreement shall automatically terminate upon the expiration of the Term; provided, however, and n~~Notwithstanding any contrary provision hereof, the Supplier's obligations under Sections 3, 8, 14, 18, 21, 22, 23, 24, 25, and 26 of this Agreement shall survive any termination of this Agreement.

4. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. That the effective date of this Amendment shall be on the date last executed by the Parties.

6. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have 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.

By: _____
Lumon J. May, Chairman

Date: 5/15/2014

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

Date BCC Approved
5/15/2014

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/16/14

Supplier: LFG Technologies, Inc.

By: _____

Title: C.O.O.

Date: 4-25-14

ATTEST: Corporate Secretary

By: _____

(CORPORATE SEAL)

LYUBOV ROMANYUK
Notary Public - State of New York
No. 01-RO6238035
Qualified in Monroe County
My Commission Exp. 03/28/2015

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6141 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/15/2014
Issue: Amendment of Operations and Maintenance Agreement with LFG Technologies, Inc.
From: Pat Johnson, Department Director
Organization: Solid Waste
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Amendment of Operations and Maintenance Agreement - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve 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.

BACKGROUND:
The current Operations and Maintenance Agreement with LFG Technologies, Inc., will expire at Midnight, July 9, 2014. The Perdido Landfill is requesting to extend the present agreement through the amending of Paragraphs 2 and 16, as noted in the Amendment of Operations and Maintenance Agreement.

BUDGETARY IMPACT:
The existing fees and provisions for changes will remain effective as noted in the current agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:
Kristin Hual of the County Attorney's Office has approved the Amendment of Operations and Maintenance Agreement as to form and legal sufficiency.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Board approval is required in order to amend the Agreement.

IMPLEMENTATION/COORDINATION:

The Amendment of Operations and Maintenance Agreement will be signed by both parties and a copy will be provided to LFG Technologies, Inc.

Attachments

LFG Signed Agreement
LFG Technologies, Inc. Agreement

AMENDMENT OF OPERATIONS AND MAINTENANCE AGREEMENT

THIS AMENDMENT is made and entered into this day ___ of _____, 2014, by and between the Perdido Landfill owned and operated by Escambia County, Florida, a political subdivision of the State of Florida, and LFG Technologies, Inc., each at times being referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, on July 9, 2009, the County entered into an agreement with LFG Technologies, Inc. ("Supplier") relating to the provision of certain operations and maintenance services for the landfill gas collection system at the Perdido Landfill located at 13009 Beulah Road in Escambia County; and

WHEREAS, the Parties have agreed to amend certain provisions relating to the Term and Termination of the Agreement as provided herein; and

WHEREAS, as a result of said revision, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.

2. That Paragraph 2 of the Agreement is amended to read:

2. TERM.

Subject to the provisions for termination set forth in Article 16 of this Agreement, the term of this Agreement shall continue for five (5) years from the date of the agreement and will automatically ~~expire at midnight on the anniversary date of the agreement (the "Term")~~ renew for additional, successive twelve (12) month periods until terminated by either party upon at least one hundred and eighty (180) days prior written notice. Subject only to Time and Materials Work Order(s) and the provisions for termination set forth in Article 16 of this Agreement, the Supplier shall commence the Services and complete the Services pursuant to the estimated time schedule for completion set forth in each Proposal or as such is modified pursuant to a Time and Materials Work Order (the "Time for Completion"). In the event that the Time for Completion of any Project is after the expiration of the Term, the Term shall then automatically extend to and terminate automatically upon the Time for Completion, subject to any Time and Materials Work Orders and the provisions for termination set forth in Article 16 of this Agreement.

3. That Paragraph 16 of the Agreement is amended to read:

16. TERMINATION OF AGREEMENT.

a. The Landfill may terminate this Agreement, any Proposal and/or any Services provided pursuant to this Agreement at any time and for any or no reason whether with or without cause ("Landfill Termination"). The Supplier may terminate this Agreement in the event of a material breach of any covenant or agreement of the Landfill set forth in this Agreement; provided, however, that the Landfill shall have thirty (30) days to cure such breach after the delivery of written notice to the Landfill by the Supplier notifying the Landfill in reasonable detail of the nature of such breach ("Supplier Termination"). In the event of a Landfill Termination or a Supplier Termination, the Supplier shall be paid for any Services performed prior to the effective date of such termination, provided such work is in a form usable by the Landfill. In the event of termination, the Supplier hereby agrees that it shall, without any further consideration or payment except in the case of termination by the Landfill solely for convenience, provide information and take such other actions as the Landfill may reasonably require, including, without limitation, cooperating with any new Supplier to effect an orderly and prompt transition of responsibility for conducting activities contemplated under this Agreement. ~~Subject to Section 2 of this Agreement, this Agreement shall automatically terminate upon the expiration of the Term; provided, however, and n~~Notwithstanding any contrary provision hereof, the Supplier's obligations under Sections 3, 8, 14, 18, 21, 22, 23, 24, 25, and 26 of this Agreement shall survive any termination of this Agreement.

4. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. That the effective date of this Amendment shall be on the date last executed by the Parties.

6. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have 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.

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

(Seal)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/16/14

Supplier: LFG Technologies, Inc.

ATTEST: Corporate Secretary

By: Barry Rogers

By: _____

Title: C.O.O.

(CORPORATE SEAL)

Date: 4-25-14

LYUBOV ROMANYUK
Notary Public - State of New York
No. 01-RO6238035
Qualified in Monroe County
My Commission Exp. 03/28/2015

Escambia County
Clerk's Original
7/9/2009 CAL II-15B

2009-000778 BCC
Jul. 09, 2009 Page 70

LFG Technologies

OPERATIONS AND MAINTENANCE AGREEMENT

THIS OPERATIONS AND MAINTENANCE AGREEMENT (this "Agreement"), entered into as of_____, 2009, by and between **LFG Technologies, Inc (LFG Tech, the "Supplier")**, a corporation with offices at 2 Southcross Trail, Fairport, NY 14450, and Perdido Landfill owned and operated by Escambia County Florida (the "Landfill") and located at 13009 Beulah Road, Cantonment, Florida 32533.

WHEREAS, the Landfill desires for the Supplier to provide certain operations and maintenance services of the landfill gas collection system, and such services shall be performed pursuant to the terms and conditions set forth in this Agreement.

WHEREAS, the Supplier desires to provide such services for the Landfill pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed and covenanted by and among the Parties to this Agreement as follows:

1. SERVICES TO BE PERFORMED.

a. The Supplier shall perform and complete in a timely and cost-effective manner all of the services set forth in any proposal in the form of Exhibit "A" attached hereto (a "Proposal"), and/or any modified or additional services agreed to by the Parties with respect to any Proposal in the form of Exhibit "B" attached hereto (a "Time and Materials Work Order"), subject to the Parties' mutual agreement. Such services and such modified or additional services are hereafter referred to as the "Services" or the "Project." Each Proposal shall be executed by the Parties, subject to the terms and conditions of this Agreement and set forth the Services, the Time for Completion (as defined in Section 2 of this Agreement) and the Project Price (as defined in Section 4 of this Agreement).

b. The Supplier shall perform and complete the Services to the satisfaction of the Landfill pursuant to the terms and conditions of this Agreement, and shall also supply all personnel, tools, equipment and material that may be required to complete the Services. All materials and equipment purchased in connection with the Services and charged to the Landfill by the Supplier under this Agreement shall be of good quality and new for the Services to be performed hereunder. Upon the completion of the Services, the Supplier will deliver to the Landfill all materials and equipment, which the Landfill has paid, in the same condition as when acquired, normal wear and tear during authorized use expected. The Supplier shall not submit any written report, correspondence, or other written work product regarding the Services or the environmental condition of any property to a federal, state, county or local agency or board, or to any other third party, unless required to do so by applicable law or governmental regulation,

Date: 8/24/2009 Verified By: S. Carver

LFG Technologies

without first submitting a copy of the proposed submission to the Landfill for its written approval.

c. The Landfill, without invalidating this Agreement, may order changes in the Services consisting of deletions or modifications. In the event of any such deletions or modifications which decrease the Services or decrease the cost of the Services, the Parties will mutually agree to a decrease in the Project Price. No additional services beyond the scope of the Services as provided in this Agreement shall be performed by the Supplier unless the Landfill shall, in writing, have specifically directed such services to be performed, and unless a corresponding Time and Materials Work Order shall have been signed by the Landfill and the Supplier. In the event of noncompliance with the foregoing, the Supplier shall neither have nor make any claim for additional compensation by reason of a claim for any additional services.

d. If the Supplier is of the opinion that any services requested of it are beyond the scope of the Services to be provided pursuant to this Agreement, the Supplier shall promptly notify the Landfill in writing of such opinion and the reasons for the same, with specific references to this Agreement. The Landfill shall reasonably determine whether or not any such service is in fact beyond the scope of the Services.

e. With respect to any Time and Materials Work Order, such shall be in the form of a written order to the Supplier, issued and signed by the Landfill after execution of this Agreement, authorizing a change in the Services or an adjustment in the Project Price or the Time for Completion. Unless the Supplier requests a modification in such Time and Materials Work Order, the Supplier shall sign the Time and Materials Work Order and return a copy thereof to the Landfill within five (5) business days after it has received the same. The Supplier shall have five (5) business days from its receipt of a Time and Materials Work Order within which to request a modification thereto. Failure of the Supplier to respond to a Time and Materials Work Order within such five (5) business day period shall be deemed to signify the Supplier's acceptance of such Time and Materials Work Order as if the Supplier had signed the same without modification. If the Supplier requests a modification of a Time and Materials Work Order, the Landfill shall have five (5) business days from receipt of such request to accept such modification in writing. If not so accepted, such request is deemed to be rejected.

2. TERM.

Subject to the provisions for termination set forth in Article 16 of this Agreement, the term of this Agreement shall continue for five (5) years from the date of the agreement and will automatically expire at midnight on the anniversary date of the agreement (the "Term"). Subject only to Time and Materials Work Order(s) and the provisions for termination set forth in Article 16 of this Agreement, the Supplier shall commence the Services and complete the Services pursuant to the estimated time schedule for completion set forth in each Proposal or as such is

LFG Technologies

modified pursuant to a Time and Materials Work Order (the "Time for Completion"). In the event that the Time for Completion of any Project is after the expiration of the Term, the Term shall then automatically extend to and terminate automatically upon the Time for Completion, subject to any Time and Materials Work Orders and the provisions for termination set forth in Article 16 of this Agreement.

3. SUPPLIER'S REPRESENTATIONS AND WARRANTIES.

The Supplier agrees that it has the authority to enter into this Agreement and to perform the Services, and that it is licensed and authorized to conduct its business in the State where the property subject to the Services is located. The Supplier further agrees that all Services performed by it hereunder (a) will be in conformance with the terms of this Agreement; (b) will be performed in a skillful and workmanlike manner; (c) will be performed by the proper number of experienced and skilled personnel, qualified by education and experience to perform their assigned tasks; and (d) will conform to the standard of care, skill and diligence exercised by professional technicians performing the same or similar services in the area where and at the time when the Services are performed.

4. PRICE OF SERVICES.

The Parties hereby acknowledge and agree that the price of the Services shall be that price agreed upon by the Parties and included in the Proposal (the "Project Price"). The total amount payable to the Supplier for complete performance of the Services shall not exceed the Project Price, and no additional costs for the Services will be owed pursuant to this Agreement or otherwise, unless pursuant to a Time and Materials Work Order. Should the Supplier anticipate exceeding the Project Price, it shall notify the Landfill in writing and request a Time and Materials Work Order stating in detail the basis therefore and the Supplier's best estimate of the number of hours and additional expenses the Supplier will require to complete the Services. If a request is made but not accepted, the Supplier shall be obligated to continue providing services in order to fully complete the Services contemplated by the Proposal in accordance with this Agreement and for the Project Price. If the Landfill and the Supplier agree upon a modification to such Project Price, a Time and Materials Work Order shall be issued with respect thereto.

5. CONFLICT OF INTEREST.

The Supplier covenants that neither it nor any officer, employee or principal of its firm has any interests, nor shall it acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the Services and the Supplier's obligations under this Agreement. The Supplier warrants that it is not a party to any other existing agreement that would prevent the Supplier from entering into this Agreement or that would adversely affect the Supplier's ability to perform the Services under this Agreement. During the Term, the Supplier shall not, without the Landfill's prior written consent, perform services for any person, firm, or

LFG Technologies

corporation other than the Landfill if such services would lead to a conflict with the Supplier's obligations under this Agreement.

6. INVOICING.

a. Within thirty (30) days of the receipt of an invoice from the Supplier, the Landfill shall, subject to this Article, pay such invoice. With respect to any Project, the Supplier shall invoice the Landfill no more frequently than once per month and in any event within thirty (30) days of performing the Services, unless the Landfill requests to be invoiced for any outstanding amounts owed, which it may do at any time. Each invoice shall provide a detailed explanation of the constituent expenses that comprise the total amount of such invoice and shall be accompanied by reasonable supporting documentation, as may be required by the Landfill, and as may be required by any agency or entity administering any applicable insurance, reimbursement or other clean-up fund. Direct, non-salary reimbursable expenses (such as subcontracts and other direct costs and expenses), plus applicable administrative charges shall be itemized separately in each invoice. If part of an invoice is disputed, the Landfill shall pay the undisputed portion within thirty (30) days of the receipt of such invoice and the Parties shall attempt to resolve such disputed portion. In a fixed price agreement, where the Landfill agrees upon one price for the aggregate of services (not based on separate fees for time and materials), the Supplier will invoice monthly based upon the percent of the Services completed unless the Services are to be performed in less than thirty (30) days, in which case the Supplier will invoice only upon the completion of the Services, as completion is determined by the Landfill. The Supplier shall keep and maintain, and shall provide the Landfill, its employees and agents with free access to such books and records to examine and audit the same, to make copies thereof as necessary, and to allow inspection of all work data, documents, proceedings and activities related to this Agreement for a period of three (3) years from the date of final payment for each Project under this Agreement. All accounting records shall readily provide a breakdown of fees and costs charged to this Agreement and/or any individual property pursuant to this Agreement.

b. With each invoice, the Supplier shall submit a monthly financial and technical progress report. This monthly report shall, consistent with the Proposal, describe on a task basis the level of effort and charges for the invoice period and shall include on a task basis the predicted level of effort and charges for the following invoice period. If the charges identified for a particular task have been or are to be exceeded, the monthly report shall contain an explanation of the reason for the excess and the amount of the excess, but the Supplier does not need to receive an authorization from the Landfill as long as the total charges for the Services does not exceed the Project Price payable to the Supplier. The Supplier will, however, notify the Landfill when seventy-five percent (75%) and ninety percent (90%) of the Project has been completed. The monthly report shall contain a statement that the Services are expected to be provided within the Time for Completion and the Project Price or, if the Services are not expected to be so completed within the Time for Completion and/or for the Project Price, it shall contain an explanation of the

LFG Technologies

reason for the excess, the amount of excess and a request for an increase in the Time for Completion or the Project Price, or both. Each such invoice shall also contain the Supplier's certification that the task or portion of the Services described in the invoice has been completed in accordance with this Agreement and that the amount of all items due to third parties in connection with any prior invoice, for which the Landfill has paid the Supplier, has been paid.

c. Notwithstanding anything to the contrary set forth in this Agreement, any payments owed to the Supplier may be withheld by the Landfill until issue is remedied on account of (1) defective Services not remedied within five days after request by the Landfill, or within an alternate time acceptable to the Landfill; (2) claims filed by third parties and arising out of the Supplier's negligence; (3) failure of the Supplier to make payments properly to the subcontractors or for labor, materials or equipment; (4) evidence that the Services cannot be completed for the unpaid balance of the Project Price, if any; (5) damage to the Landfill or any other contractors arising out of the Supplier's negligence or willful misconduct; (6) evidence that the Services will not be completed within the Time for Completion and that the unpaid balance of the Project Price, if any, would not be adequate to cover actual liquidated damages for the anticipated delay; or (7) failure to carry out the Services in accordance with this Agreement.

7. NON-EXCLUSIVITY OF SERVICES.

Notwithstanding anything to the contrary set forth in this Agreement, this Agreement is non-exclusive, and, accordingly, absent an agreed upon Proposal between the Parties, the Landfill may use any other third parties, including competitors of the Supplier, to perform any services for the Landfill even though the Supplier is capable of performing such services for the Landfill pursuant to this Agreement.

8. OWNERSHIP AND REUSE OF DOCUMENTS.

All documents prepared by the Supplier as a result of, or in connection with, the Services including, without limitation, any reports, calculations, maps, photographs, drawings, computer printouts, notes, samples, specimens and any other pertinent data (including, without limitation, any electronic versions), shall be the work product of the Landfill and shall be delivered to the Landfill upon its request; however, the Supplier shall be entitled to retain a copy of such for its record keeping purposes. Reuse of such documents for purposes other than those intended for the Services without the written consent of the Supplier will be at the user's sole risk and without liability and legal exposure to the Supplier.

9. SITE ACCESS AND INFORMATION.

The Landfill agrees to take reasonable measures to provide the Supplier, its personnel and necessary equipment, with access to any property owned or controlled by the Landfill and for which access is necessary to conduct the Services. Upon the request of Landfill, its employees or

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agents, the Supplier hereby agrees that it and any employee, subcontractor or agent thereof, shall display proper identification prior to entering any such property and indicate the reason for such entrance. The Landfill shall undertake reasonable efforts to make available to the Supplier any information possessed by the Landfill that is reasonably requested by the Supplier regarding the existing condition of any such property.

10. SUBSURFACE EXPLORATIONS.

Prior to conducting any subsurface exploration in accordance with the Services, the Supplier shall make all reasonable inquiries of available information pertaining to subsurface obstructions or structures such as utility lines or wires, cables, piping, tanks, vaults, etc. Such reasonable inquiry shall be made to the Landfill and to the appropriate public or private companies to review documents, plans, as-builts or other records indicating underground structure which could be damaged or destroyed if the Supplier penetrated the surface to perform the Services.

12. RELATIONSHIP OF LANDFILL AND SUPPLIER.

Nothing set forth in this Agreement shall be construed to imply that the Supplier or any of its employees, agents, representatives or subcontractors are the employees, agents, representatives or subcontractors of the Landfill. The Supplier shall be an independent contractor and shall be solely responsible for the methods, techniques, sequences and procedures for performing the Services described herein. The Supplier shall also be solely responsible for ensuring that the Services comply fully with the requirements of this Agreement.

13. SUBCONTRACTORS.

The Supplier may engage a subcontractor, which is approved in writing by the Landfill, to assist with any specified task of the Services; however, no contractual, legal or other relationship will be created between the Landfill and such subcontractor as a result. This Agreement shall not create any obligation on the part of the Landfill to pay or to see that the payment of any sum is made to any such subcontractor. No such subcontractor shall be engaged to perform the Services pursuant to this Agreement who is not qualified to fulfill such a task. The Supplier shall send to the Landfill written notice identifying such subcontractors to be used for the Services at least five (5) days prior to commencement of such subcontractor's performance of any Services. The Supplier shall not contract with any subcontractor to whom the Landfill has made an objection with respect thereto. Contracts between the Supplier and any subcontractor shall require each subcontractor, to the extent of the Services to be performed by the Supplier, to be bound to the Supplier by the terms and conditions of this Agreement and to assume toward the Supplier all the obligations and responsibilities which the Supplier, by this Agreement, assumes toward the Landfill.

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14. LIENS.

Provided the Supplier has been paid by the Landfill in accordance with this Agreement, the Supplier hereby agrees that no mechanic's or materialmen's or other liens or encumbrances shall be filed or remain in effect against any portion of any property subject to the Services as a result of or due to any of the Services that may be performed by the Supplier or any subcontractor pursuant to the terms of this Agreement. In the event any such liens or encumbrances described above are filed against any portion of any property subject to the Services, the Supplier shall immediately take such actions, and pay such sums, as are necessary to release or "bond off" such liens or encumbrances.

15. INSPECTION AND AUDIT.

The Landfill shall have the right at all reasonable times to inspect and review the Supplier's work for conformance with this Agreement and for satisfaction of the performance of the Services. In the event the Services have not been performed in accordance with this Agreement, the Landfill may, without waiving any other right or remedy it may have, order that no further Services be performed.

16. TERMINATION OF AGREEMENT.

a. The Landfill may terminate this Agreement, any Proposal and/or any Services provided pursuant to this Agreement at any time and for any or no reason whether with or without cause ("Landfill Termination"). The Supplier may terminate this Agreement in the event of a material breach of any covenant or agreement of the Landfill set forth in this Agreement; provided, however, that the Landfill shall have thirty (30) days to cure such breach after the delivery of written notice to the Landfill by the Supplier notifying the Landfill in reasonable detail of the nature of such breach ("Supplier Termination"). In the event of a Landfill Termination or a Supplier Termination, the Supplier shall be paid for any Services performed prior to the effective date of such termination, provided such work is in a form usable by the Landfill. In the event of termination, the Supplier hereby agrees that it shall, without any further consideration or payment except in the case of termination by the Landfill solely for convenience, provide information and take such other actions as the Landfill may reasonably require, including, without limitation, cooperating with any new Supplier to effect an orderly and prompt transition of responsibility for conducting activities contemplated under this Agreement. Subject to Section 2 of this Agreement, this Agreement shall automatically terminate upon the expiration of the Term; provided, however, and notwithstanding any contrary provision hereof, the Supplier's obligations under Sections 3, 8, 14, 18, 21, 22, 23, 24, 25, and 26 of this Agreement shall survive any termination of this Agreement.

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b. Upon completion of the Services, as accepted by the Landfill, or upon termination of any Proposal or any of the Services or of this Agreement, the Supplier shall deliver to the Landfill all of the following:

i. All drawings, documents, reports and all other work relating in any way to any portion of the Services, which the Supplier agrees shall remain the property of the Landfill and may not be used by the Supplier, except by written agreement of the Landfill, on any other project or for any other person, firm or corporation.

ii. Final executed waivers and releases, relating to the Project, from the Supplier and all subcontractors, laborers and materialmen in such form as to constitute an effective waiver and release of all mechanic's and materialman's liens and claims under the laws of the state in which the Project is located.

iii. Final itemized invoice for payment. The Supplier shall be paid for services performed in accordance with this Agreement through the effective date of termination of this Agreement, provided such work is in a form useable by the Landfill.

17. TIME OF ESSENCE; FORCE MAJEURE.

a. The Parties agree that time is of the essence with respect to the Services to be performed pursuant to this Agreement. However, if the Supplier is delayed by changes in the Services caused by the Landfill which justify the delay, the time for commencement and completion shall be adjusted by Time and Materials Work Order, provided the Supplier notifies the Landfill in writing of the delay within five (5) business days of the reason for delay or for changes, prior to proceeding with such work.

b. If the Supplier is delayed at any time in the progress of the Services by labor disputes, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other causes beyond the Supplier's control and without the fault or negligence of the Supplier, the Supplier shall prepare and submit to the Landfill within five (5) business days of the occurrence a written report of its assessment of the occurrence and any proposed amendment to the Time for Completion. The Supplier shall proceed with due diligence to alleviate any such delay and shall continue in the performance of its obligations hereunder. The Landfill may determine, in its sole discretion, after the receipt of such notice of delay from the Supplier, whether to terminate the applicable Proposal or extend the Time for Completion by Time and Materials Work Order.

18. INDEMNIFICATION.

a. Subject to the provisions and limitations of §768.28, Florida Statutes, the Landfill hereby agrees to defend, indemnify and hold harmless Supplier and its subcontractors, Suppliers, agents, officers, directors and employees from and against all claims, inclusive of claims made

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by third parties, damages, losses and expenses, arising from any negligent act or omission or willful misconduct of Landfill, its employees, and agents.

b. The Supplier hereby agrees to indemnify and hold harmless the Landfill, and its officers, directors, agents, employees, partners, associates, stockholders, parent corporations and subsidiaries, and the successors and assigns of the foregoing, from and against claims, losses, liabilities, actions and other proceedings, judgments and awards, costs and expenses (including, without limitation, all reasonable attorneys' fees and costs) and damages arising out of, or related to, the negligence or willful misconduct of the Supplier, its employees, agents or subcontractors, or resulting from contamination of or adverse effect on the environment or releases or discharges, or threatened releases or discharges of hazardous wastes, regulated substances, pollutants or contaminants, as such are defined by all federal, state and local laws, rules, regulations and ordinances, in each case if effected or otherwise caused by the negligence or willful misconduct of the Supplier, its employees, agents or subcontractors, or arising out of, or related to, any breach of the Supplier's representations, warranties, covenants, agreements or obligations under this Agreement (including, without limitation, the failure to meet any applicable Time for Completion).

c. In the event of a claim by a Party for indemnification pursuant to this Agreement, which such Party's negligence or willful misconduct is partially the cause of such claim for indemnification, the Parties agree that any damage resulting there from shall be shared between them in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such portion.

19. INSURANCE.

While performing the Services under this Agreement and until the Supplier has performed all Services to the satisfaction of the Landfill, the Supplier shall provide and maintain, with forms and insurers acceptable to the Landfill, the following insurance coverages:

a. 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 Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes. Contractor shall also purchase any other coverages required by law for the benefit of employees.

b. 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. 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. Minimum limits of $1,000,000

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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.

c. **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.

Before commencement of any of the Services hereunder, the Supplier agrees to furnish to the Landfill, on an annual renewal basis, certificates of insurance or other evidence satisfactory to the Landfill to the effect that such insurance has been procured and is in force. Such certificates of insurance are attached hereto as Exhibit "C". The certificates shall accurately reflect the required insurance coverages, which show policies with insurers with a secure rating from the most recent edition of A.M. Best Financial Strength Rating Guide, including, any and all limitations, exclusions and restrictions, and (i) name the Escambia County and all of its subsidiaries and affiliates as additional insureds (except for coverages a.), (ii) waive any rights of subrogation the insurer could or may have against the Landfill and all of its parent corporations, subsidiaries, and affiliates (except for coverage a. above), and (iii) provide, in the event of cancellation, lapse or material change in a policy affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder, Escambia County, P.O. Box 1591, Pensacola, Florida 32591.

20. PROTECTION OF PERSONS AND PROPERTY.

The Supplier acknowledges and is aware that any property at which it is performing the Services contains residential, commercial, industrial and/or hazardous waste materials, and the Supplier knowingly and voluntarily assumes all risk of injury and damage to the Supplier and the Supplier's property, employees, subcontractors and others working for the Supplier, caused by exposure to such waste materials while at such property. The Supplier agrees to advise fully all of its employees, subcontractors and others working for the Supplier at such property, of such property risks and of all necessary environmental, safety and health procedures required by applicable state or federal law, regulation or order or required by the Landfill. The Supplier agrees that any employee or subcontractor that will be working on such property and subject to such potential exposure has received, prior to performing any of the Services, all training required by applicable federal, state and local laws, rules and regulations including, without limitation, the Occupational Safety and Health Act and Title III of the Superfund Amendments and Reauthorization Act.

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21. COMPLIANCE WITH LAWS.

The Supplier, its agents, representatives, employees and any subcontractor shall fully comply at all times with all federal, state and local laws, ordinances, statutes, rules and regulations, including, without limitation, those addressing the environment, employment and labor and occupational health and safety (collectively, "Laws"). The Supplier shall indemnify, defend and hold harmless the Landfill from any costs, penalties, expenses, including, without limitation, fines, losses, property damage, attorneys' fees and other costs arising out of the Supplier's or any subcontractor's failure to comply with such Laws. The Supplier shall also comply with all codes and applicable standards and secure, as necessary, any permits or inspections, or furnish any deposits or bonds if required as part of the Services.

22. LITIGATION.

The Parties hereby agree to exercise good faith efforts to resolve conflicts or disputes which may arise during the Term. If any dispute arises out of or relates to this Agreement, or the breach thereof, and if such a dispute cannot be settled, the parties agree to first endeavor to settle the dispute in an amicable manner through direct discussions before having recourse to judicial relief. No written or oral representation made during the course of any discussions shall be deemed a party admission. The prevailing party in any action to enforce or interpret provisions, rights and/or obligations under this Agreement shall be entitled to recover reasonable attorneys' fees and all costs of litigation.

23. EXPERT AND OTHER TESTIMONY.

The Supplier agrees to provide expert testimony at the request of the Landfill at any judicial or administrative hearing concerning the Services performed under this Agreement ("Expert Testimony Services"), and to support and defend the same, including any invoices. Such Expert Testimony Services as may be provided pursuant to the provisions of this Article shall be compensated at the Supplier's then current hourly rates for Expert Testimony Services. The Landfill may request from the Supplier a written statement containing the Supplier's position and all information likely to be disclosed at the hearing.

24. TESTIMONY FOR THIRD PARTY.

The Supplier agrees that it will immediately notify the Landfill in writing of the receipt of any subpoena for documents or request to provide testimony for a third party at a judicial or administrative hearing or deposition, concerning the subject matter of this Agreement or any Services performed pursuant to this Agreement, and provide the Landfill with a copy of the subpoena or discovery request and any other document related to the proceeding. The notice shall state the date, time and location of the hearing and/or deposition as well as a summary of the Supplier's expected testimony. The Supplier acknowledges and agrees that the Landfill shall

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have the right to object to any such request, attend and participate in said hearing or deposition. The Supplier shall supply such documents and testimony unless and except to the extent that there is an injunction preventing the Supplier from providing such documents or testimony.

25. PRIVILEGED, CONFIDENTIAL AND/OR PROPRIETARY INFORMATION.

The Supplier recognizes that in communicating with the Landfill and in performing the Services, the Supplier's personnel, including subcontractors, may acquire privileged, proprietary and/or confidential information and, more specifically, without limitation, attorney-client communications, attorney work product, and information regarding products, processes, operations, and present and contemplated activities. The Supplier further recognizes that the Supplier may generate communications and reports that are confidential and privileged attorney-client communications and/or attorney work product and/or proprietary in nature. The Supplier agrees to hold in confidence, and to assure that its sub-Suppliers and or subcontractors hold in confidence, any and all such information which the Landfill may disclose or which the Supplier may generate or obtain. Such information includes technical publications, technical information included in or on tracings, drawings, field notes, calculations, specifications, legal, economic, business and engineering data. Such information excludes the following:

a. Information, which at the time of disclosure by the Landfill is in the public domain;

b. Information which, after its disclosure, becomes part of the public domain by publication or otherwise through no fault of the Supplier, but in such case only after it is published or otherwise becomes part of the public domain; and

c. Information, which was in the possession of the Supplier at the time of the Landfill's disclosure and was not acquired, either directly or indirectly, through the Landfill.

d. In the event that this Agreement is terminated or suspended for any reason or expires, the Supplier shall, and shall assure that all sub-Suppliers and or subcontractors shall, deliver to the Landfill (without retaining copies or computer records other than for record keeping purposes) any and all documents or other written information obtained from the Landfill. In addition, with the exception of one copy of work product for record keeping purposes, all drafts of any document generated by the Supplier, including, without limitation, those on computer records shall be destroyed or returned to the Landfill, as the Landfill may elect.

e. The Parties recognize and acknowledge that irreparable damage might result if information is improperly disclosed to a third party or used by the Supplier in contravention of this Agreement. The Landfill's exercise of any right or remedy shall be without prejudice to any other right or remedy available herein, or otherwise pursuant to applicable law or in equity.

The Supplier agrees that neither it nor its sub-suppliers and/or subcontractors will utilize privileged or confidential information covered by this non-disclosure provision in the

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development or expansion of its technology, or disclose such information to any third party without the express prior written consent of the Landfill, unless required by subpoena or court order. Notwithstanding the forgoing provisions, the Supplier shall be and remains free to exploit it own independent developments free of any obligations whatsoever to the Landfill except as specifically set forth herein; provide, however, any technical publication regarding the property subject to the Services or the Services must be approved in writing in advance of publication. The Landfill shall be entitled to injunctive and other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain any breach of this Article. Notwithstanding the provisions of Article 16 of this Agreement, the terms of this Article shall extend for a period of three (3) years from the date this Agreement is terminated or expires.

26. DUTIES OF THE SUPPLIER AND THE LANDFILL.

The expiration, termination, cancellation or acceptance of Services and/or this Agreement by the Landfill shall not relieve the Supplier of its obligations in connection with Services completed prior to the effective date of such expiration, termination, cancellation or acceptance, nor shall it relieve the Supplier of its liabilities at law or under this Agreement.

27. MISCELLANEOUS.

a. Notices. All notices, demands and claims, pursuant to Sections 16 and 18 of this Agreement shall be in writing, shall be delivered in person or by mail (first class postage pre-paid), overnight delivery, or telecopy transmission and shall be deemed given when delivered in person or, if not delivered in person, when received (or delivery is refused) by the party to whom such notice, request, demand, claim or other communication is directed, at the following address or telecopy number (or at such other address or telecopy number as a party shall designate by written notice to the other party).

If to the Landfill:

Perdido Landfill
13009 Beulah Road
Cantonment, Florida 32533
ATTN: Ron Hixson
Telecopy: (850) 937-2152

If to the Supplier:

LFG Technologies, Inc.
2 Southcross Trail
Fairport, New York 14450
ATTN: Barry Rogers
Email: brogers@lfgtech.com, phone: 585-425-3436

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Any other written communications in connection with any Proposal shall be sent to the appropriate project managers of the Landfill and the Supplier with respect to such Project, as set forth in the applicable Proposal.

b. Entire Agreement; No Third Party Beneficiaries. This Agreement (including the exhibits and schedules attached hereto) and other documents delivered in connection with this Agreement, contains the entire understanding of the Parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between or among the Parties with respect to such subject matter. This Agreement includes the exhibits and schedules attached hereto as if such were specifically set forth herein; provided, however, in the event of any conflict between the terms and conditions of this Agreement and any exhibit or schedule attached hereto, the terms and conditions of this Agreement shall control and prevail. The Parties agree that prior drafts of this Agreement shall not be deemed to provide any evidence as to the meaning of any provision hereof or the intent of the Parties with respect thereto. The exhibits and schedules constitute a part hereof as though set forth in full above. This Agreement is not intended to confer upon any third party, other than the Parties, any rights or remedies hereunder.

c. Amendment; Waiver. This Agreement may not be modified, amended, supplemented, canceled or discharged and no waiver hereunder may be granted, except by written instrument executed by all of the Parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of any time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the Parties under this Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other.

d. Binding Effect; Assignment. The rights and obligations of this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. Nothing expressed or implied herein shall be construed to give any other person any legal or equitable rights hereunder. As the Landfill has entered into this Agreement in order to receive the professional services of the Supplier, except as expressly provided herein, the rights and obligations of this Agreement may not be assigned (by operation of law or otherwise) by the Supplier without the prior written consent of Landfill.

e. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

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A telecopy signature of any party shall be considered to have the same binding legal effect as an original signature.

f. Interpretation. When a reference is made in this Agreement to an article, section, paragraph, clause, schedule or exhibit, such reference shall be deemed to be to this Agreement unless otherwise indicated. The headings contained herein and on the schedules are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or the schedules. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Capitalized terms set forth in the exhibits and the schedules attached hereto shall have the same meanings as set forth in this Agreement, unless defined otherwise in such exhibits and schedules.

g. Governing Law; Severability. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Florida and venue for any matter which is the subject of this Agreement shall be in Escambia County without giving effect to any choice of law or conflict of law rules or provisions (whether of such State or any other jurisdiction) that would cause the application of the laws of any other jurisdiction other than the such State. If any word, phrase, sentence, clause, section, subsection or provision of this Agreement as applied to any party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same will in no way affect any other circumstance or the validity or enforceability of any other word, phrase, sentence, clause, section, subsection or provision of this Agreement.

h. Arm's Length Negotiations. Each Party expressly represents and warrants that (i) before executing this Agreement, said party has fully informed itself of the terms, contents, conditions and effects of this Agreement; (ii) said party has relied solely and completely upon its own judgment in executing this Agreement; (iii) said party has acted voluntarily and of its own free will in executing this Agreement; (iv) said party is not acting under duress, whether economic or physical, in executing this Agreement; and (v) this Agreement is the result of arm's length negotiations conducted by and among the Parties.

i. 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 the Party, seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

j. Budget appropriation. As Landfill is a political subdivision of the State of Florida, Landfill's performance and obligation to pay under this Agreement shall be contingent upon an annual appropriation of funds by the Board of County Commissioners.

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Signature below indicates the Agreement and attached Exhibit A with Attachments A, B and C and Exhibit B and Exhibit C are hereby agreed to and accepted.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized Board of County Commissioners

By: Marie Young
Marie Young, Chairman

Date: August 25, 2009

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

SEAL

By: Deputy Clerk

This document approved as to form and legal sufficiency

By

Title

Date 6/19/09

BCC Approved: 7/9/2009

Supplier
LFG Technologies, Inc. a corporation

By: Barry Rogers
Barry Rogers, Chief Operating Officer

Date: July 6, 2009

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LIST OF EXHIBITS

EXHIBIT "A" LFG Tech Standard O& M Proposal / Description of Initial Services

EXHIBIT "B" Form of Time and Materials Work Orders

EXHIBIT "C" Certificates of Insurance

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EXHIBIT A

LFG TECH STANDARD O&M PROPOSAL

June 19, 2009

Mr. Ron Hixson

Perdido Landfill

13009 Beulah Road

Cantonment, Florida 32533

Subject: Perdido Landfill – Landfill Gas Collection System O&M Proposal

Mr. Hixson:

LFG Technologies, Inc. (LFG Tech) is pleased to submit this proposal for operation and maintenance of the landfill gas collection system. The system is to be operated to meet the New Source Performance Standards required by State Implementation Plan and to support landfill gas delivery to the proposed Power Production Plant to be constructed by Gulf Power (local utility). The Power Plant will work a continuous duty (24/7) production cycle and the landfill gas collection system will be monitored (by a gas field technician and instrumentation) to provide a continuous duty (24/7) production cycle.

To meet this demanding schedule, LFG Tech will provide a full-time trained landfill gas technician to provide the routine monitoring, operations, maintenance, and minor repair needs of the landfill gas collection system. The landfill gas technician will be supported by a management staff and from time-to-time by additional LFG Tech personnel. The gas field technician will be provided with an on-site vehicle, hand tools and instrumentation to be able to fulfill the routine responsibility of the position. In addition, the gas field technician will coordinate with the Power Plant personnel to maximize the availability of the gas collection system and maximize landfill gas collection with out over-pulling the landfill gas.

The operation and maintenance (O&M) of a landfill gas (LFG) system for energy recovery is normally provided in four basic categories:

Routine monitoring. LFG TECH will provide monitoring of the LFG wells and system on at a routine frequency to be determined by the system needs. At times, the routine frequency may be daily, weekly or monthly. The methane and oxygen concentrations and gas flow rates of the gas wells will be monitored and adjusted to maximize LFG collection and minimize overdraw. This

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is typically achieved by extracting the landfill gas at the rate of production. The monitoring data will be documented and submitted to the facility manager or site engineer.

Routine operations, maintenance, and minor repairs. LFG TECH will conduct routine system-wide operation and maintenance consistent with normal procedures for such systems, and in accordance with a prepared site O&M manual.

Routine maintenance will consist of, but not necessarily limited to the following:

The flare station includes such items as: rotation of the blower operation as needed, checking that the condensate knock-out vessel has been drained, lubricating the blower bearings, checking for blower belt wear and adjusting belt tension, inspecting the flame arrester, replacing recorder paper, checking the flare pilot system and pilot gas fuel tank levels, and checking flare controller set points and automatic louvers in accordance with the manufacturer's recommendations and schedules.

The gas extraction wellheads will be checked for such items as: proper valve operation, obstructions in the sampling and testing ports, and tightness of bolts and clamps. Minor repairs include such items as: repair or replacement of sample ports, small lateral valves up to 2-inch, adjusting and/or replacing flex joints up to 2-inch, and adjusting pipe supports to account for differential settlement.

Non-routine scheduled maintenance, major repairs and special assignments. LFG TECH would normally provide all necessary labor by the assigned gas field technician required to perform these types of non-routine services on an as-needed basis. Non-routine scheduled services consist mainly of major corrective repair or maintenance work identified during the routine visits. This work could include items such as: response to excessive blower vibration; repair of broken or leaking piping; repair of condensate sumps; replacement of extraction wells; and any repair of flare station components. This work is essential to achieving the LFG system operational goal; however, it is considered work that can be scheduled to allow for efficient procurement of materials, rental of equipment, and scheduling of additional personnel that may be required. Additionally however, this work also includes any special assignments that may be required for the efficient operation of the site/system. These assignments could include such tasks as: engineering, system design, studies, plans/drawings and various services related to energy recovery.

Non-routine emergency services. Non-routine emergency services consist of responding to conditions that would require immediate response and restoring operation of the system; these can include, but are not limited to, the following: response to blower failure; response to flame failures; response to alarm conditions and alarm failures; response to flare exhaust temperature sensors or controller failure; odor complaints; and repair of main gas pipe breaks that disrupt gas flow. The urgent nature of these items is such that response to them cannot be scheduled. Accordingly, LFG TECH staff would usually respond to these conditions, as needed on an event by event basis, seven (7) days per week, within a four (4) hour period from notification of the problem. These services are limited in nature by the assumption that the corrective actions required (labor, equipment, materials) per event to restore the system to operation are relatively

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minor in scope. If upon response to the site, during a call-out event, LFG TECH determines that the actions required are major in scope, LFG TECH will perform only the work required at that time to ensure no safety hazard exists. LFG TECH will then proceed to implement repairs on the basis of the non-routine scheduled service procedures outlined above.

SITE SPECIFIC SCOPE OF WORK

Routine Monitoring

LFG TECH will provide routine monitoring of the landfill extraction system for the term of the contract. The monitoring activity will focus on obtaining data to include: LFG flow, temperature, static and dynamic pressure, gas composition (CH_4, CO_2, O_2, and balance gas or N_2). LFG TECH will perform some specific tasks on portions of the collection system and the flares station on a weekly basis, and monitor the entire extraction system on a monthly basis. The weekly tasks include determining flow rates from principal headers, and flare station, differential pressure, static pressure, temperature and methane and oxygen content in percent. Monthly tasks will include well field monitoring and adjustments of the entire well field, main lines and blower station. A brief status report will be issued monthly with a recap of the data collected on a weekly basis. The monthly report will present well data such as methane, oxygen concentrations in percent, static pressure, and flow rates. Data collected will be analyzed to determine methane and flow trends. Recommendations for changes to the collection system operations and monitoring program will be included in this status report.

Per 40 CFR 60 Subpart WWW, an NSPS site is required to perform routine monitoring, record keeping and reporting activities on the gas system. The NSPS compliance portion of this proposal is divided into the following subcategories:

1. Monitor the well field monthly for required NSPS parameters.
2. Conduct the monthly cover survey.
3. Conduct quarterly surface scans for methane emissions.
4. Upkeep of the NSPS files.
5. Provide data to site for the Semi-Annual NSPS reports.

Routine Operations, Maintenance and Minor Repairs

In conjunction with the routine monitoring described above, LFG TECH will perform spot inspections of certain collection system components and the flare station on a weekly basis and a complete system wide inspection on a monthly basis. This will include the inspection of the condensate collection system, currently in service at the site. Based on the monitoring data and these inspections, well field adjustments and operational parameters such as vacuum, flow rate changes or gas blower configurations will be implemented as required. Additionally, both during and as a result of these inspections, LFG TECH will perform necessary preventative

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maintenance tasks and minor repairs on the collection system, LFG blowers, and flare station components. Recommendations for performing non-routine major repairs or implementing system modifications that are discovered during these routine work efforts will be included in the monthly status report as described above. The operation or maintenance of the site's leachate collection system and associated piping are not included in this scope of work and are assumed to be performed by others.

Non-Routine Scheduled Maintenance and Major Repairs

These types of non-routine activities include special work tasks which are aimed at improving collection system performance and increasing the quantity and quality of LFG delivered to the existing flare/blower station facilities. These work tasks will be developed upon the recommendations of the monthly status reports described above and discussions between the Perdido Landfill Site Manager and the LFG TECH Project Manager. This work will be reviewed and prioritized jointly by both parties. LFG TECH will undertake these work efforts as required, but only after receiving written authorization from the Perdido Landfill Site Manager to proceed.

Non-Routine Emergency Service

LFG TECH will provide these types of emergency response services during the proposed contract period of work. LFG TECH will respond to these situations seven (7) days a week within a period of four (4) hours from the time of notification of the problem by Perdido Landfill personnel or an appropriate call-out device. LFG TECH will work with the appropriate personnel to develop site specific call out and personnel contact procedures required to implement these services.

COMPENSATION

The **routine monitoring services and routine operations, maintenance and minor repairs** provided by LFG TECH under this proposal and as described above, will be invoiced on a **lump sum basis** per month for each individual type of service as shown in Attachment A, Cost Estimate.

The **non-routine scheduled maintenance and major repairs** required under this proposal will be performed on a **time and materials basis** in accordance with LFG Techs' most current Schedule of Charges, as shown in Attachment B. The landfill will not be charged for labor from the assigned gas field technician, except in cases where required labor needs exceed the standard forty hour work week. As needed, LFG TECH will provide Perdido Landfill a not-to-exceed estimate for the specific corrective repair or maintenance work identified during the routine or emergency call-out site visits. This work would then proceed only upon written authorization from Perdido site management.

The **non-routine emergency services** required under this proposal will be performed on an as needed per event **lump sum basis** in accordance with the per event cost as shown in Attachment A, Cost Estimate.

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ANNUAL PAYMENT REVIEW

The parties agree to meet annually (and/or on the anniversary date of the Effective Date of this Proposal) to review and potentially adjust the Base O&M Fee based on local inflation, markets and labor indexes.

Please indicate your approval of the proposal by signing below. After you have signed one original, please return the entire document and retain the other original for your records. Any modifications to the attached language must be accepted by both parties. If you have any questions or would like to discuss this matter further, I can be reached at my office at 585-425-3436.

Sincerely,

LFG TECHNOLOGIES, INC.

Barry Rogers
Chief Operations Officer

Attachments: Attachment A - Cost Estimate
Attachment B - Schedule of Labor Charges
Attachment C - Assumptions and Conditions

cc:

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ATTACHMENT A
COST ESTIMATE

LFG TECH hereby proposes to furnish the services as described in this proposal for Perdido Landfill per the following cost estimate:

1. Routine Monitoring

Labor – included in base service and invoiced monthly.	Included in Base Service
Parts (i.e. hoses, well heads, sample ports, clamps, etc.) to be billed at cost plus 8%. Cost billed on a monthly basis. Should the landfill chose to purchase parts direct and provide parts to LFG Tech that would be acceptable.	

2. Routine Operations, Maintenance, Minor Repairs

Labor – included in base service and invoiced monthly. Labor that exceeds forty hours will be billed at time and one half.	Included in Base Service
Parts to be billed at cost plus 8% and detailed on monthly invoice.	
ANNUAL LUMP SUM SUBTOTAL Base Cost	**$60,980.00**

3. Non-Routine Scheduled Maintenance/Major Repairs

Costs not included at this time. To be performed as needed on a time and materials basis. Labor for gas field technician included in base service. Labor that exceeds forty hours from gas field technician to be billed at time and one half. Labor provided by other LFG Tech personnel to be billed at standard rates and time and one half for labor that exceeds forty hours.	Not included in Base Service
Parts to be billed at cost plus 8% and detailed on monthly invoice.	

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4. Non-Routine Emergency Service

Costs not included at this time. To be performed as needed on a time and materials basis. Labor for gas field technician included in base service. Labor that exceeds forty hours from gas field technician to be billed at time and one half. Labor provided by other LFG Tech personnel to be billed at standard rates and time and one half for labor that exceeds forty hours.	Not included in Base Service
Parts to be billed at cost plus 8% and detailed on monthly invoice.	

5. Environmental Logistics Internet Gas Database

Landfill data and records uploaded to online database to provide more efficient environmental compliance records. This service is a third party service provided through LFG Tech.	

ANNUAL LUMP SUM SUBTOTAL Cost **$6,500.00**

TOTAL ESTIMATED YEARLY O&M COST **$67,480.000**

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Effective January 1, 2009

ATTACHMENT B
LFG Technologies, Inc.

2009 SCHEDULE OF LABOR CHARGES

PERSONNEL CHARGES

Professional	Rate per Hour
Senior Managers/Technical Review	$125/hr
Senior Technical Staff	$100/hr
Technical Staff	$90/hr

Technical	
Project Manager	$65 - $85/hr
Site Supervisor	$55 - $65/hr
Foreman	$48 - $53/hr
Field Technicians	$30 - $45/hr
Laborer	$25 - $30/hr
Drafter/CADD Operators	$64 - $73/hr
Technical Writers/Editors	$57 - $81/hr
Project Assistants	$37 - $81/hr

Nontechnical	
Office Services	$45hr

Depositions and expert witness testimony, including preparation time, will be charged at 150% of the above rates.

OUTSIDE SERVICES

Charges for special outside services, equipment, and facilities not furnished directly by LFG TECH will be billed at cost plus 8%.

PAYMENT

Monthly invoices are to be paid within 30 days from invoice date.

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ATTACHMENT C

ASSUMPTIONS AND CONDITIONS

Our work scope and cost estimate for the Perdido Landfill has been developed based on the following assumptions:

1. LFG TECH will be responsible for landfill gas collection system operation, monitoring, and maintenance as described in this proposal and based upon the "as-built" set of site drawings titled _____ and dated _____.

2. LFG TECH will be the only party designated to adjust the extraction well field during the period of its contract.

3. LFG TECH will have access to the landfill site, as necessary to perform these services.

4. LFG TECH would provide general administration and management responsibilities to oversee field personnel.

5. LFG TECH would manage and coordinate the necessary subcontractors and vendors required to support the ongoing operations.

The following items include responsibilities that LFG TECH has not assumed to be covered in this proposal. LFG TECH assumes that these items will be the responsibility of the landfill owner, or Perdido Landfill.

1. LFG TECH will not take responsibility for the overall quality of the gas collected from the landfill in regards to trace components.

2. LFG TECH takes no legal responsibility for any of the potential hazards associated with the condensate and/or disposal of condensate from the gas collection system.

3. LFG TECH does not take any responsibility for any of the engineering, design, or construction of the interior LFG collection system. Further, LFG TECH does not guarantee that the interior system as designed and/or constructed will meet any operational goals and/or regulatory agency requirements.

4. This proposal does not include provisions in the routine services estimate for any work required to maintain surface cracks, depressions, leveling to prevent ponding, or any other required maintenance of the landfill surface.

5. LFG Tech personnel will not perform confined space entry.

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OPERATIONS AND MAINTENANCE AGREEMENT

THIS OPERATIONS AND MAINTENANCE AGREEMENT (this "Agreement"), entered into as of_____, 2009, by and between **LFG Technologies, Inc (LFG Tech, the "Supplier")**, a corporation with offices at 2 Southcross Trail, Fairport, NY 14450, and Perdido Landfill owned and operated by Escambia County Florida (the "Landfill") and located at 13009 Beulah Road, Cantonment, Florida 32533.

WHEREAS, the Landfill desires for the Supplier to provide certain operations and maintenance services of the landfill gas collection system, and such services shall be performed pursuant to the terms and conditions set forth in this Agreement.

WHEREAS, the Supplier desires to provide such services for the Landfill pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed and covenanted by and among the Parties to this Agreement as follows:

Date: 8/24/2009 Verified By: SG. Conner

1. SERVICES TO BE PERFORMED.

a. The Supplier shall perform and complete in a timely and cost-effective manner all of the services set forth in any proposal in the form of Exhibit "A" attached hereto (a "Proposal"), and/or any modified or additional services agreed to by the Parties with respect to any Proposal in the form of Exhibit "B" attached hereto (a "Time and Materials Work Order"), subject to the Parties' mutual agreement. Such services and such modified or additional services are hereafter referred to as the "Services" or the "Project." Each Proposal shall be executed by the Parties, subject to the terms and conditions of this Agreement and set forth the Services, the Time for Completion (as defined in Section 2 of this Agreement) and the Project Price (as defined in Section 4 of this Agreement).

b. The Supplier shall perform and complete the Services to the satisfaction of the Landfill pursuant to the terms and conditions of this Agreement, and shall also supply all personnel, tools, equipment and material that may be required to complete the Services. All materials and equipment purchased in connection with the Services and charged to the Landfill by the Supplier under this Agreement shall be of good quality and new for the Services to be performed hereunder. Upon the completion of the Services, the Supplier will deliver to the Landfill all materials and equipment, which the Landfill has paid, in the same condition as when acquired, normal wear and tear during authorized use expected. The Supplier shall not submit any written report, correspondence, or other written work product regarding the Services or the environmental condition of any property to a federal, state, county or local agency or board, or to any other third party, unless required to do so by applicable law or governmental regulation,

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without first submitting a copy of the proposed submission to the Landfill for its written approval.

c. The Landfill, without invalidating this Agreement, may order changes in the Services consisting of deletions or modifications. In the event of any such deletions or modifications which decrease the Services or decrease the cost of the Services, the Parties will mutually agree to a decrease in the Project Price. No additional services beyond the scope of the Services as provided in this Agreement shall be performed by the Supplier unless the Landfill shall, in writing, have specifically directed such services to be performed, and unless a corresponding Time and Materials Work Order shall have been signed by the Landfill and the Supplier. In the event of noncompliance with the foregoing, the Supplier shall neither have nor make any claim for additional compensation by reason of a claim for any additional services.

d. If the Supplier is of the opinion that any services requested of it are beyond the scope of the Services to be provided pursuant to this Agreement, the Supplier shall promptly notify the Landfill in writing of such opinion and the reasons for the same, with specific references to this Agreement. The Landfill shall reasonably determine whether or not any such service is in fact beyond the scope of the Services.

e. With respect to any Time and Materials Work Order, such shall be in the form of a written order to the Supplier, issued and signed by the Landfill after execution of this Agreement, authorizing a change in the Services or an adjustment in the Project Price or the Time for Completion. Unless the Supplier requests a modification in such Time and Materials Work Order, the Supplier shall sign the Time and Materials Work Order and return a copy thereof to the Landfill within five (5) business days after it has received the same. The Supplier shall have five (5) business days from its receipt of a Time and Materials Work Order within which to request a modification thereto. Failure of the Supplier to respond to a Time and Materials Work Order within such five (5) business day period shall be deemed to signify the Supplier's acceptance of such Time and Materials Work Order as if the Supplier had signed the same without modification. If the Supplier requests a modification of a Time and Materials Work Order, the Landfill shall have five (5) business days from receipt of such request to accept such modification in writing. If not so accepted, such request is deemed to be rejected.

2. TERM.

Subject to the provisions for termination set forth in Article 16 of this Agreement, the term of this Agreement shall continue for five (5) years from the date of the agreement and will automatically expire at midnight on the anniversary date of the agreement (the "Term"). Subject only to Time and Materials Work Order(s) and the provisions for termination set forth in Article 16 of this Agreement, the Supplier shall commence the Services and complete the Services pursuant to the estimated time schedule for completion set forth in each Proposal or as such is

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modified pursuant to a Time and Materials Work Order (the "Time for Completion"). In the event that the Time for Completion of any Project is after the expiration of the Term, the Term shall then automatically extend to and terminate automatically upon the Time for Completion, subject to any Time and Materials Work Orders and the provisions for termination set forth in Article 16 of this Agreement.

3. SUPPLIER'S REPRESENTATIONS AND WARRANTIES.

The Supplier agrees that it has the authority to enter into this Agreement and to perform the Services, and that it is licensed and authorized to conduct its business in the State where the property subject to the Services is located. The Supplier further agrees that all Services performed by it hereunder (a) will be in conformance with the terms of this Agreement; (b) will be performed in a skillful and workmanlike manner; (c) will be performed by the proper number of experienced and skilled personnel, qualified by education and experience to perform their assigned tasks; and (d) will conform to the standard of care, skill and diligence exercised by professional technicians performing the same or similar services in the area where and at the time when the Services are performed.

4. PRICE OF SERVICES.

The Parties hereby acknowledge and agree that the price of the Services shall be that price agreed upon by the Parties and included in the Proposal (the "Project Price"). The total amount payable to the Supplier for complete performance of the Services shall not exceed the Project Price, and no additional costs for the Services will be owed pursuant to this Agreement or otherwise, unless pursuant to a Time and Materials Work Order. Should the Supplier anticipate exceeding the Project Price, it shall notify the Landfill in writing and request a Time and Materials Work Order stating in detail the basis therefore and the Supplier's best estimate of the number of hours and additional expenses the Supplier will require to complete the Services. If a request is made but not accepted, the Supplier shall be obligated to continue providing services in order to fully complete the Services contemplated by the Proposal in accordance with this Agreement and for the Project Price. If the Landfill and the Supplier agree upon a modification to such Project Price, a Time and Materials Work Order shall be issued with respect thereto.

5. CONFLICT OF INTEREST.

The Supplier covenants that neither it nor any officer, employee or principal of its firm has any interests, nor shall it acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the Services and the Supplier's obligations under this Agreement. The Supplier warrants that it is not a party to any other existing agreement that would prevent the Supplier from entering into this Agreement or that would adversely affect the Supplier's ability to perform the Services under this Agreement. During the Term, the Supplier shall not, without the Landfill's prior written consent, perform services for any person, firm, or

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corporation other than the Landfill if such services would lead to a conflict with the Supplier's obligations under this Agreement.

6. INVOICING.

a. Within thirty (30) days of the receipt of an invoice from the Supplier, the Landfill shall, subject to this Article, pay such invoice. With respect to any Project, the Supplier shall invoice the Landfill no more frequently than once per month and in any event within thirty (30) days of performing the Services, unless the Landfill requests to be invoiced for any outstanding amounts owed, which it may do at any time. Each invoice shall provide a detailed explanation of the constituent expenses that comprise the total amount of such invoice and shall be accompanied by reasonable supporting documentation, as may be required by the Landfill, and as may be required by any agency or entity administering any applicable insurance, reimbursement or other clean-up fund. Direct, non-salary reimbursable expenses (such as subcontracts and other direct costs and expenses), plus applicable administrative charges shall be itemized separately in each invoice. If part of an invoice is disputed, the Landfill shall pay the undisputed portion within thirty (30) days of the receipt of such invoice and the Parties shall attempt to resolve such disputed portion. In a fixed price agreement, where the Landfill agrees upon one price for the aggregate of services (not based on separate fees for time and materials), the Supplier will invoice monthly based upon the percent of the Services completed unless the Services are to be performed in less than thirty (30) days, in which case the Supplier will invoice only upon the completion of the Services, as completion is determined by the Landfill. The Supplier shall keep and maintain, and shall provide the Landfill, its employees and agents with free access to such books and records to examine and audit the same, to make copies thereof as necessary, and to allow inspection of all work data, documents, proceedings and activities related to this Agreement for a period of three (3) years from the date of final payment for each Project under this Agreement. All accounting records shall readily provide a breakdown of fees and costs charged to this Agreement and/or any individual property pursuant to this Agreement.

b. With each invoice, the Supplier shall submit a monthly financial and technical progress report. This monthly report shall, consistent with the Proposal, describe on a task basis the level of effort and charges for the invoice period and shall include on a task basis the predicted level of effort and charges for the following invoice period. If the charges identified for a particular task have been or are to be exceeded, the monthly report shall contain an explanation of the reason for the excess and the amount of the excess, but the Supplier does not need to receive an authorization from the Landfill as long as the total charges for the Services does not exceed the Project Price payable to the Supplier. The Supplier will, however, notify the Landfill when seventy-five percent (75%) and ninety percent (90%) of the Project has been completed. The monthly report shall contain a statement that the Services are expected to be provided within the Time for Completion and the Project Price or, if the Services are not expected to be so completed within the Time for Completion and/or for the Project Price, it shall contain an explanation of the

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reason for the excess, the amount of excess and a request for an increase in the Time for Completion or the Project Price, or both. Each such invoice shall also contain the Supplier's certification that the task or portion of the Services described in the invoice has been completed in accordance with this Agreement and that the amount of all items due to third parties in connection with any prior invoice, for which the Landfill has paid the Supplier, has been paid.

c. Notwithstanding anything to the contrary set forth in this Agreement, any payments owed to the Supplier may be withheld by the Landfill until issue is remedied on account of (1) defective Services not remedied within five days after request by the Landfill, or within an alternate time acceptable to the Landfill; (2) claims filed by third parties and arising out of the Supplier's negligence; (3) failure of the Supplier to make payments properly to the subcontractors or for labor, materials or equipment; (4) evidence that the Services cannot be completed for the unpaid balance of the Project Price, if any; (5) damage to the Landfill or any other contractors arising out of the Supplier's negligence or willful misconduct; (6) evidence that the Services will not be completed within the Time for Completion and that the unpaid balance of the Project Price, if any, would not be adequate to cover actual liquidated damages for the anticipated delay; or (7) failure to carry out the Services in accordance with this Agreement.

7. NON-EXCLUSIVITY OF SERVICES.

Notwithstanding anything to the contrary set forth in this Agreement, this Agreement is non-exclusive, and, accordingly, absent an agreed upon Proposal between the Parties, the Landfill may use any other third parties, including competitors of the Supplier, to perform any services for the Landfill even though the Supplier is capable of performing such services for the Landfill pursuant to this Agreement.

8. OWNERSHIP AND REUSE OF DOCUMENTS.

All documents prepared by the Supplier as a result of, or in connection with, the Services including, without limitation, any reports, calculations, maps, photographs, drawings, computer printouts, notes, samples, specimens and any other pertinent data (including, without limitation, any electronic versions), shall be the work product of the Landfill and shall be delivered to the Landfill upon its request; however, the Supplier shall be entitled to retain a copy of such for its record keeping purposes. Reuse of such documents for purposes other than those intended for the Services without the written consent of the Supplier will be at the user's sole risk and without liability and legal exposure to the Supplier.

9. SITE ACCESS AND INFORMATION.

The Landfill agrees to take reasonable measures to provide the Supplier, its personnel and necessary equipment, with access to any property owned or controlled by the Landfill and for which access is necessary to conduct the Services. Upon the request of Landfill, its employees or

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agents, the Supplier hereby agrees that it and any employee, subcontractor or agent thereof, shall display proper identification prior to entering any such property and indicate the reason for such entrance. The Landfill shall undertake reasonable efforts to make available to the Supplier any information possessed by the Landfill that is reasonably requested by the Supplier regarding the existing condition of any such property.

10. SUBSURFACE EXPLORATIONS.

Prior to conducting any subsurface exploration in accordance with the Services, the Supplier shall make all reasonable inquiries of available information pertaining to subsurface obstructions or structures such as utility lines or wires, cables, piping, tanks, vaults, etc. Such reasonable inquiry shall be made to the Landfill and to the appropriate public or private companies to review documents, plans, as-builts or other records indicating underground structure which could be damaged or destroyed if the Supplier penetrated the surface to perform the Services.

12. RELATIONSHIP OF LANDFILL AND SUPPLIER.

Nothing set forth in this Agreement shall be construed to imply that the Supplier or any of its employees, agents, representatives or subcontractors are the employees, agents, representatives or subcontractors of the Landfill. The Supplier shall be an independent contractor and shall be solely responsible for the methods, techniques, sequences and procedures for performing the Services described herein. The Supplier shall also be solely responsible for ensuring that the Services comply fully with the requirements of this Agreement.

13. SUBCONTRACTORS.

The Supplier may engage a subcontractor, which is approved in writing by the Landfill, to assist with any specified task of the Services; however, no contractual, legal or other relationship will be created between the Landfill and such subcontractor as a result. This Agreement shall not create any obligation on the part of the Landfill to pay or to see that the payment of any sum is made to any such subcontractor. No such subcontractor shall be engaged to perform the Services pursuant to this Agreement who is not qualified to fulfill such a task. The Supplier shall send to the Landfill written notice identifying such subcontractors to be used for the Services at least five (5) days prior to commencement of such subcontractor's performance of any Services. The Supplier shall not contract with any subcontractor to whom the Landfill has made an objection with respect thereto. Contracts between the Supplier and any subcontractor shall require each subcontractor, to the extent of the Services to be performed by the Supplier, to be bound to the Supplier by the terms and conditions of this Agreement and to assume toward the Supplier all the obligations and responsibilities which the Supplier, by this Agreement, assumes toward the Landfill.

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14. LIENS.

Provided the Supplier has been paid by the Landfill in accordance with this Agreement, the Supplier hereby agrees that no mechanic's or materialmen's or other liens or encumbrances shall be filed or remain in effect against any portion of any property subject to the Services as a result of or due to any of the Services that may be performed by the Supplier or any subcontractor pursuant to the terms of this Agreement. In the event any such liens or encumbrances described above are filed against any portion of any property subject to the Services, the Supplier shall immediately take such actions, and pay such sums, as are necessary to release or "bond off" such liens or encumbrances.

15. INSPECTION AND AUDIT.

The Landfill shall have the right at all reasonable times to inspect and review the Supplier's work for conformance with this Agreement and for satisfaction of the performance of the Services. In the event the Services have not been performed in accordance with this Agreement, the Landfill may, without waiving any other right or remedy it may have, order that no further Services be performed.

16. TERMINATION OF AGREEMENT.

a. The Landfill may terminate this Agreement, any Proposal and/or any Services provided pursuant to this Agreement at any time and for any or no reason whether with or without cause ("Landfill Termination"). The Supplier may terminate this Agreement in the event of a material breach of any covenant or agreement of the Landfill set forth in this Agreement; provided, however, that the Landfill shall have thirty (30) days to cure such breach after the delivery of written notice to the Landfill by the Supplier notifying the Landfill in reasonable detail of the nature of such breach ("Supplier Termination"). In the event of a Landfill Termination or a Supplier Termination, the Supplier shall be paid for any Services performed prior to the effective date of such termination, provided such work is in a form usable by the Landfill. In the event of termination, the Supplier hereby agrees that it shall, without any further consideration or payment except in the case of termination by the Landfill solely for convenience, provide information and take such other actions as the Landfill may reasonably require, including, without limitation, cooperating with any new Supplier to effect an orderly and prompt transition of responsibility for conducting activities contemplated under this Agreement. Subject to Section 2 of this Agreement, this Agreement shall automatically terminate upon the expiration of the Term; provided, however, and notwithstanding any contrary provision hereof, the Supplier's obligations under Sections 3, 8, 14, 18, 21, 22, 23, 24, 25, and 26 of this Agreement shall survive any termination of this Agreement.

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b. Upon completion of the Services, as accepted by the Landfill, or upon termination of any Proposal or any of the Services or of this Agreement, the Supplier shall deliver to the Landfill all of the following:

i. All drawings, documents, reports and all other work relating in any way to any portion of the Services, which the Supplier agrees shall remain the property of the Landfill and may not be used by the Supplier, except by written agreement of the Landfill, on any other project or for any other person, firm or corporation.

ii. Final executed waivers and releases, relating to the Project, from the Supplier and all subcontractors, laborers and materialmen in such form as to constitute an effective waiver and release of all mechanic's and materialman's liens and claims under the laws of the state in which the Project is located.

iii. Final itemized invoice for payment. The Supplier shall be paid for services performed in accordance with this Agreement through the effective date of termination of this Agreement, provided such work is in a form useable by the Landfill.

17. TIME OF ESSENCE; FORCE MAJEURE.

a. The Parties agree that time is of the essence with respect to the Services to be performed pursuant to this Agreement. However, if the Supplier is delayed by changes in the Services caused by the Landfill which justify the delay, the time for commencement and completion shall be adjusted by Time and Materials Work Order, provided the Supplier notifies the Landfill in writing of the delay within five (5) business days of the reason for delay or for changes, prior to proceeding with such work.

b. If the Supplier is delayed at any time in the progress of the Services by labor disputes, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other causes beyond the Supplier's control and without the fault or negligence of the Supplier, the Supplier shall prepare and submit to the Landfill within five (5) business days of the occurrence a written report of its assessment of the occurrence and any proposed amendment to the Time for Completion. The Supplier shall proceed with due diligence to alleviate any such delay and shall continue in the performance of its obligations hereunder. The Landfill may determine, in its sole discretion, after the receipt of such notice of delay from the Supplier, whether to terminate the applicable Proposal or extend the Time for Completion by Time and Materials Work Order.

18. INDEMNIFICATION.

a. Subject to the provisions and limitations of §768.28, Florida Statutes, the Landfill hereby agrees to defend, indemnify and hold harmless Supplier and its subcontractors, Suppliers, agents, officers, directors and employees from and against all claims, inclusive of claims made

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by third parties, damages, losses and expenses, arising from any negligent act or omission or willful misconduct of Landfill, its employees, and agents.

b. The Supplier hereby agrees to indemnify and hold harmless the Landfill, and its officers, directors, agents, employees, partners, associates, stockholders, parent corporations and subsidiaries, and the successors and assigns of the foregoing, from and against claims, losses, liabilities, actions and other proceedings, judgments and awards, costs and expenses (including, without limitation, all reasonable attorneys' fees and costs) and damages arising out of, or related to, the negligence or willful misconduct of the Supplier, its employees, agents or subcontractors, or resulting from contamination of or adverse effect on the environment or releases or discharges, or threatened releases or discharges of hazardous wastes, regulated substances, pollutants or contaminants, as such are defined by all federal, state and local laws, rules, regulations and ordinances, in each case if effected or otherwise caused by the negligence or willful misconduct of the Supplier, its employees, agents or subcontractors, or arising out of, or related to, any breach of the Supplier's representations, warranties, covenants, agreements or obligations under this Agreement (including, without limitation, the failure to meet any applicable Time for Completion).

c. In the event of a claim by a Party for indemnification pursuant to this Agreement, which such Party's negligence or willful misconduct is partially the cause of such claim for indemnification, the Parties agree that any damage resulting there from shall be shared between them in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such portion.

19. INSURANCE.

While performing the Services under this Agreement and until the Supplier has performed all Services to the satisfaction of the Landfill, the Supplier shall provide and maintain, with forms and insurers acceptable to the Landfill, the following insurance coverages:

a. 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 Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes. Contractor shall also purchase any other coverages required by law for the benefit of employees.

b. 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. 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. Minimum limits of $1,000,000

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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.

c. **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.

Before commencement of any of the Services hereunder, the Supplier agrees to furnish to the Landfill, on an annual renewal basis, certificates of insurance or other evidence satisfactory to the Landfill to the effect that such insurance has been procured and is in force. Such certificates of insurance are attached hereto as Exhibit "C". The certificates shall accurately reflect the required insurance coverages, which show policies with insurers with a secure rating from the most recent edition of A.M. Best Financial Strength Rating Guide, including, any and all limitations, exclusions and restrictions, and (i) name the Escambia County and all of its subsidiaries and affiliates as additional insureds (except for coverages a.), (ii) waive any rights of subrogation the insurer could or may have against the Landfill and all of its parent corporations, subsidiaries, and affiliates (except for coverage a. above), and (iii) provide, in the event of cancellation, lapse or material change in a policy affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder, Escambia County, P.O. Box 1591, Pensacola, Florida 32591.

20. PROTECTION OF PERSONS AND PROPERTY.

The Supplier acknowledges and is aware that any property at which it is performing the Services contains residential, commercial, industrial and/or hazardous waste materials, and the Supplier knowingly and voluntarily assumes all risk of injury and damage to the Supplier and the Supplier's property, employees, subcontractors and others working for the Supplier, caused by exposure to such waste materials while at such property. The Supplier agrees to advise fully all of its employees, subcontractors and others working for the Supplier at such property, of such property risks and of all necessary environmental, safety and health procedures required by applicable state or federal law, regulation or order or required by the Landfill. The Supplier agrees that any employee or subcontractor that will be working on such property and subject to such potential exposure has received, prior to performing any of the Services, all training required by applicable federal, state and local laws, rules and regulations including, without limitation, the Occupational Safety and Health Act and Title III of the Superfund Amendments and Reauthorization Act.

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21. COMPLIANCE WITH LAWS.

The Supplier, its agents, representatives, employees and any subcontractor shall fully comply at all times with all federal, state and local laws, ordinances, statutes, rules and regulations, including, without limitation, those addressing the environment, employment and labor and occupational health and safety (collectively, "Laws"). The Supplier shall indemnify, defend and hold harmless the Landfill from any costs, penalties, expenses, including, without limitation, fines, losses, property damage, attorneys' fees and other costs arising out of the Supplier's or any subcontractor's failure to comply with such Laws. The Supplier shall also comply with all codes and applicable standards and secure, as necessary, any permits or inspections, or furnish any deposits or bonds if required as part of the Services.

22. LITIGATION.

The Parties hereby agree to exercise good faith efforts to resolve conflicts or disputes which may arise during the Term. If any dispute arises out of or relates to this Agreement, or the breach thereof, and if such a dispute cannot be settled, the parties agree to first endeavor to settle the dispute in an amicable manner through direct discussions before having recourse to judicial relief. No written or oral representation made during the course of any discussions shall be deemed a party admission. The prevailing party in any action to enforce or interpret provisions, rights and/or obligations under this Agreement shall be entitled to recover reasonable attorneys' fees and all costs of litigation.

23. EXPERT AND OTHER TESTIMONY.

The Supplier agrees to provide expert testimony at the request of the Landfill at any judicial or administrative hearing concerning the Services performed under this Agreement ("Expert Testimony Services"), and to support and defend the same, including any invoices. Such Expert Testimony Services as may be provided pursuant to the provisions of this Article shall be compensated at the Supplier's then current hourly rates for Expert Testimony Services. The Landfill may request from the Supplier a written statement containing the Supplier's position and all information likely to be disclosed at the hearing.

24. TESTIMONY FOR THIRD PARTY.

The Supplier agrees that it will immediately notify the Landfill in writing of the receipt of any subpoena for documents or request to provide testimony for a third party at a judicial or administrative hearing or deposition, concerning the subject matter of this Agreement or any Services performed pursuant to this Agreement, and provide the Landfill with a copy of the subpoena or discovery request and any other document related to the proceeding. The notice shall state the date, time and location of the hearing and/or deposition as well as a summary of the Supplier's expected testimony. The Supplier acknowledges and agrees that the Landfill shall

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have the right to object to any such request, attend and participate in said hearing or deposition. The Supplier shall supply such documents and testimony unless and except to the extent that there is an injunction preventing the Supplier from providing such documents or testimony.

25. PRIVILEGED, CONFIDENTIAL AND/OR PROPRIETARY INFORMATION.

The Supplier recognizes that in communicating with the Landfill and in performing the Services, the Supplier's personnel, including subcontractors, may acquire privileged, proprietary and/or confidential information and, more specifically, without limitation, attorney-client communications, attorney work product, and information regarding products, processes, operations, and present and contemplated activities. The Supplier further recognizes that the Supplier may generate communications and reports that are confidential and privileged attorney-client communications and/or attorney work product and/or proprietary in nature. The Supplier agrees to hold in confidence, and to assure that its sub-Suppliers and or subcontractors hold in confidence, any and all such information which the Landfill may disclose or which the Supplier may generate or obtain. Such information includes technical publications, technical information included in or on tracings, drawings, field notes, calculations, specifications, legal, economic, business and engineering data. Such information excludes the following:

a. Information, which at the time of disclosure by the Landfill is in the public domain;

b. Information which, after its disclosure, becomes part of the public domain by publication or otherwise through no fault of the Supplier, but in such case only after it is published or otherwise becomes part of the public domain; and

c. Information, which was in the possession of the Supplier at the time of the Landfill's disclosure and was not acquired, either directly or indirectly, through the Landfill.

d. In the event that this Agreement is terminated or suspended for any reason or expires, the Supplier shall, and shall assure that all sub-Suppliers and or subcontractors shall, deliver to the Landfill (without retaining copies or computer records other than for record keeping purposes) any and all documents or other written information obtained from the Landfill. In addition, with the exception of one copy of work product for record keeping purposes, all drafts of any document generated by the Supplier, including, without limitation, those on computer records shall be destroyed or returned to the Landfill, as the Landfill may elect.

e. The Parties recognize and acknowledge that irreparable damage might result if information is improperly disclosed to a third party or used by the Supplier in contravention of this Agreement. The Landfill's exercise of any right or remedy shall be without prejudice to any other right or remedy available herein, or otherwise pursuant to applicable law or in equity.

The Supplier agrees that neither it nor its sub-suppliers and/or subcontractors will utilize privileged or confidential information covered by this non-disclosure provision in the

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development or expansion of its technology, or disclose such information to any third party without the express prior written consent of the Landfill, unless required by subpoena or court order. Notwithstanding the forgoing provisions, the Supplier shall be and remains free to exploit it own independent developments free of any obligations whatsoever to the Landfill except as specifically set forth herein; provide, however, any technical publication regarding the property subject to the Services or the Services must be approved in writing in advance of publication. The Landfill shall be entitled to injunctive and other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain any breach of this Article. Notwithstanding the provisions of Article 16 of this Agreement, the terms of this Article shall extend for a period of three (3) years from the date this Agreement is terminated or expires.

26. DUTIES OF THE SUPPLIER AND THE LANDFILL.

The expiration, termination, cancellation or acceptance of Services and/or this Agreement by the Landfill shall not relieve the Supplier of its obligations in connection with Services completed prior to the effective date of such expiration, termination, cancellation or acceptance, nor shall it relieve the Supplier of its liabilities at law or under this Agreement.

27. MISCELLANEOUS.

a. Notices. All notices, demands and claims, pursuant to Sections 16 and 18 of this Agreement shall be in writing, shall be delivered in person or by mail (first class postage pre-paid), overnight delivery, or telecopy transmission and shall be deemed given when delivered in person or, if not delivered in person, when received (or delivery is refused) by the party to whom such notice, request, demand, claim or other communication is directed, at the following address or telecopy number (or at such other address or telecopy number as a party shall designate by written notice to the other party).

If to the Landfill:

Perdido Landfill
13009 Beulah Road
Cantonment, Florida 32533
ATTN: Ron Hixson
Telecopy: (850) 937-2152

If to the Supplier:

LFG Technologies, Inc.
2 Southcross Trail
Fairport, New York 14450
ATTN: Barry Rogers
Email: brogers@lfgtech.com, phone: 585-425-3436

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Any other written communications in connection with any Proposal shall be sent to the appropriate project managers of the Landfill and the Supplier with respect to such Project, as set forth in the applicable Proposal.

b. Entire Agreement; No Third Party Beneficiaries. This Agreement (including the exhibits and schedules attached hereto) and other documents delivered in connection with this Agreement, contains the entire understanding of the Parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between or among the Parties with respect to such subject matter. This Agreement includes the exhibits and schedules attached hereto as if such were specifically set forth herein; provided, however, in the event of any conflict between the terms and conditions of this Agreement and any exhibit or schedule attached hereto, the terms and conditions of this Agreement shall control and prevail. The Parties agree that prior drafts of this Agreement shall not be deemed to provide any evidence as to the meaning of any provision hereof or the intent of the Parties with respect thereto. The exhibits and schedules constitute a part hereof as though set forth in full above. This Agreement is not intended to confer upon any third party, other than the Parties, any rights or remedies hereunder.

c. Amendment; Waiver. This Agreement may not be modified, amended, supplemented, canceled or discharged and no waiver hereunder may be granted, except by written instrument executed by all of the Parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of any time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the Parties under this Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other.

d. Binding Effect; Assignment. The rights and obligations of this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. Nothing expressed or implied herein shall be construed to give any other person any legal or equitable rights hereunder. As the Landfill has entered into this Agreement in order to receive the professional services of the Supplier, except as expressly provided herein, the rights and obligations of this Agreement may not be assigned (by operation of law or otherwise) by the Supplier without the prior written consent of Landfill.

e. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

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A telecopy signature of any party shall be considered to have the same binding legal effect as an original signature.

f. Interpretation. When a reference is made in this Agreement to an article, section, paragraph, clause, schedule or exhibit, such reference shall be deemed to be to this Agreement unless otherwise indicated. The headings contained herein and on the schedules are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or the schedules. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Capitalized terms set forth in the exhibits and the schedules attached hereto shall have the same meanings as set forth in this Agreement, unless defined otherwise in such exhibits and schedules.

g. Governing Law; Severability. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Florida and venue for any matter which is the subject of this Agreement shall be in Escambia County without giving effect to any choice of law or conflict of law rules or provisions (whether of such State or any other jurisdiction) that would cause the application of the laws of any other jurisdiction other than the such State. If any word, phrase, sentence, clause, section, subsection or provision of this Agreement as applied to any party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same will in no way affect any other circumstance or the validity or enforceability of any other word, phrase, sentence, clause, section, subsection or provision of this Agreement.

h. Arm's Length Negotiations. Each Party expressly represents and warrants that (i) before executing this Agreement, said party has fully informed itself of the terms, contents, conditions and effects of this Agreement; (ii) said party has relied solely and completely upon its own judgment in executing this Agreement; (iii) said party has acted voluntarily and of its own free will in executing this Agreement; (iv) said party is not acting under duress, whether economic or physical, in executing this Agreement; and (v) this Agreement is the result of arm's length negotiations conducted by and among the Parties.

i. 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 the Party, seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

j. Budget appropriation. As Landfill is a political subdivision of the State of Florida, Landfill's performance and obligation to pay under this Agreement shall be contingent upon an annual appropriation of funds by the Board of County Commissioners.

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Signature below indicates the Agreement and attached Exhibit A with Attachments A, B and C and Exhibit B and Exhibit C are hereby agreed to and accepted.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized Board of County Commissioners

By: Marie Young
Marie Young, Chairman

Date: August 25, 2009

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

SEAL

By: Brooke Carew
Deputy Clerk

This document approved as to form and legal sufficiency

By _____

Title _____

Date 6/19/09

BCC Approved: 7/9/2009

Supplier
LFG Technologies, Inc. a corporation

By: Barry Rogers
Barry Rogers, Chief Operating Officer

Date: July 6, 2009

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LIST OF EXHIBITS

EXHIBIT "A" LFG Tech Standard O& M Proposal / Description of Initial Services

EXHIBIT "B" Form of Time and Materials Work Orders

EXHIBIT "C" Certificates of Insurance

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EXHIBIT A

LFG TECH STANDARD O&M PROPOSAL

June 19, 2009

Mr. Ron Hixson

Perdido Landfill

13009 Beulah Road

Cantonment, Florida 32533

Subject: Perdido Landfill – Landfill Gas Collection System O&M Proposal

Mr. Hixson:

LFG Technologies, Inc. (LFG Tech) is pleased to submit this proposal for operation and maintenance of the landfill gas collection system. The system is to be operated to meet the New Source Performance Standards required by State Implementation Plan and to support landfill gas delivery to the proposed Power Production Plant to be constructed by Gulf Power (local utility). The Power Plant will work a continuous duty (24/7) production cycle and the landfill gas collection system will be monitored (by a gas field technician and instrumentation) to provide a continuous duty (24/7) production cycle.

To meet this demanding schedule, LFG Tech will provide a full-time trained landfill gas technician to provide the routine monitoring, operations, maintenance, and minor repair needs of the landfill gas collection system. The landfill gas technician will be supported by a management staff and from time-to-time by additional LFG Tech personnel. The gas field technician will be provided with an on-site vehicle, hand tools and instrumentation to be able to fulfill the routine responsibility of the position. In addition, the gas field technician will coordinate with the Power Plant personnel to maximize the availability of the gas collection system and maximize landfill gas collection with out over-pulling the landfill gas.

The operation and maintenance (O&M) of a landfill gas (LFG) system for energy recovery is normally provided in four basic categories:

Routine monitoring. LFG TECH will provide monitoring of the LFG wells and system on at a routine frequency to be determined by the system needs. At times, the routine frequency may be daily, weekly or monthly. The methane and oxygen concentrations and gas flow rates of the gas wells will be monitored and adjusted to maximize LFG collection and minimize overdraw. This

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is typically achieved by extracting the landfill gas at the rate of production. The monitoring data will be documented and submitted to the facility manager or site engineer.

Routine operations, maintenance, and minor repairs. LFG TECH will conduct routine system-wide operation and maintenance consistent with normal procedures for such systems, and in accordance with a prepared site O&M manual.

Routine maintenance will consist of, but not necessarily limited to the following:

The flare station includes such items as: rotation of the blower operation as needed, checking that the condensate knock-out vessel has been drained, lubricating the blower bearings, checking for blower belt wear and adjusting belt tension, inspecting the flame arrester, replacing recorder paper, checking the flare pilot system and pilot gas fuel tank levels, and checking flare controller set points and automatic louvers in accordance with the manufacturer's recommendations and schedules.

The gas extraction wellheads will be checked for such items as: proper valve operation, obstructions in the sampling and testing ports, and tightness of bolts and clamps. Minor repairs include such items as: repair or replacement of sample ports, small lateral valves up to 2-inch, adjusting and/or replacing flex joints up to 2-inch, and adjusting pipe supports to account for differential settlement.

Non-routine scheduled maintenance, major repairs and special assignments. LFG TECH would normally provide all necessary labor by the assigned gas field technician required to perform these types of non-routine services on an as-needed basis. Non-routine scheduled services consist mainly of major corrective repair or maintenance work identified during the routine visits. This work could include items such as: response to excessive blower vibration; repair of broken or leaking piping; repair of condensate sumps; replacement of extraction wells; and any repair of flare station components. This work is essential to achieving the LFG system operational goal; however, it is considered work that can be scheduled to allow for efficient procurement of materials, rental of equipment, and scheduling of additional personnel that may be required. Additionally however, this work also includes any special assignments that may be required for the efficient operation of the site/system. These assignments could include such tasks as: engineering, system design, studies, plans/drawings and various services related to energy recovery.

Non-routine emergency services. Non-routine emergency services consist of responding to conditions that would require immediate response and restoring operation of the system; these can include, but are not limited to, the following: response to blower failure; response to flame failures; response to alarm conditions and alarm failures; response to flare exhaust temperature sensors or controller failure; odor complaints; and repair of main gas pipe breaks that disrupt gas flow. The urgent nature of these items is such that response to them cannot be scheduled. Accordingly, LFG TECH staff would usually respond to these conditions, as needed on an event by event basis, seven (7) days per week, within a four (4) hour period from notification of the problem. These services are limited in nature by the assumption that the corrective actions required (labor, equipment, materials) per event to restore the system to operation are relatively

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minor in scope. If upon response to the site, during a call-out event, LFG TECH determines that the actions required are major in scope, LFG TECH will perform only the work required at that time to ensure no safety hazard exists. LFG TECH will then proceed to implement repairs on the basis of the non-routine scheduled service procedures outlined above.

SITE SPECIFIC SCOPE OF WORK

Routine Monitoring

LFG TECH will provide routine monitoring of the landfill extraction system for the term of the contract. The monitoring activity will focus on obtaining data to include: LFG flow, temperature, static and dynamic pressure, gas composition (CH_4, CO_2, O_2, and balance gas or N_2). LFG TECH will perform some specific tasks on portions of the collection system and the flares station on a weekly basis, and monitor the entire extraction system on a monthly basis. The weekly tasks include determining flow rates from principal headers, and flare station, differential pressure, static pressure, temperature and methane and oxygen content in percent. Monthly tasks will include well field monitoring and adjustments of the entire well field, main lines and blower station. A brief status report will be issued monthly with a recap of the data collected on a weekly basis. The monthly report will present well data such as methane, oxygen concentrations in percent, static pressure, and flow rates. Data collected will be analyzed to determine methane and flow trends. Recommendations for changes to the collection system operations and monitoring program will be included in this status report.

Per 40 CFR 60 Subpart WWW, an NSPS site is required to perform routine monitoring, record keeping and reporting activities on the gas system. The NSPS compliance portion of this proposal is divided into the following subcategories:

1. Monitor the well field monthly for required NSPS parameters.
2. Conduct the monthly cover survey.
3. Conduct quarterly surface scans for methane emissions.
4. Upkeep of the NSPS files.
5. Provide data to site for the Semi-Annual NSPS reports.

Routine Operations, Maintenance and Minor Repairs

In conjunction with the routine monitoring described above, LFG TECH will perform spot inspections of certain collection system components and the flare station on a weekly basis and a complete system wide inspection on a monthly basis. This will include the inspection of the condensate collection system, currently in service at the site. Based on the monitoring data and these inspections, well field adjustments and operational parameters such as vacuum, flow rate changes or gas blower configurations will be implemented as required. Additionally, both during and as a result of these inspections, LFG TECH will perform necessary preventative

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maintenance tasks and minor repairs on the collection system, LFG blowers, and flare station components. Recommendations for performing non-routine major repairs or implementing system modifications that are discovered during these routine work efforts will be included in the monthly status report as described above. The operation or maintenance of the site's leachate collection system and associated piping are not included in this scope of work and are assumed to be performed by others.

Non-Routine Scheduled Maintenance and Major Repairs

These types of non-routine activities include special work tasks which are aimed at improving collection system performance and increasing the quantity and quality of LFG delivered to the existing flare/blower station facilities. These work tasks will be developed upon the recommendations of the monthly status reports described above and discussions between the Perdido Landfill Site Manager and the LFG TECH Project Manager. This work will be reviewed and prioritized jointly by both parties. LFG TECH will undertake these work efforts as required, but only after receiving written authorization from the Perdido Landfill Site Manager to proceed.

Non-Routine Emergency Service

LFG TECH will provide these types of emergency response services during the proposed contract period of work. LFG TECH will respond to these situations seven (7) days a week within a period of four (4) hours from the time of notification of the problem by Perdido Landfill personnel or an appropriate call-out device. LFG TECH will work with the appropriate personnel to develop site specific call out and personnel contact procedures required to implement these services.

COMPENSATION

The **routine monitoring services and routine operations, maintenance and minor repairs** provided by LFG TECH under this proposal and as described above, will be invoiced on a **lump sum basis** per month for each individual type of service as shown in Attachment A, Cost Estimate.

The **non-routine scheduled maintenance and major repairs** required under this proposal will be performed on a **time and materials basis** in accordance with LFG Techs' most current Schedule of Charges, as shown in Attachment B. The landfill will not be charged for labor from the assigned gas field technician, except in cases where required labor needs exceed the standard forty hour work week. As needed, LFG TECH will provide Perdido Landfill a not-to-exceed estimate for the specific corrective repair or maintenance work identified during the routine or emergency call-out site visits. This work would then proceed only upon written authorization from Perdido site management.

The **non-routine emergency services** required under this proposal will be performed on an as needed per event **lump sum basis** in accordance with the per event cost as shown in Attachment A, Cost Estimate.

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ANNUAL PAYMENT REVIEW

The parties agree to meet annually (and/or on the anniversary date of the Effective Date of this Proposal) to review and potentially adjust the Base O&M Fee based on local inflation, markets and labor indexes.

Please indicate your approval of the proposal by signing below. After you have signed one original, please return the entire document and retain the other original for your records. Any modifications to the attached language must be accepted by both parties. If you have any questions or would like to discuss this matter further, I can be reached at my office at 585-425-3436.

Sincerely,

LFG TECHNOLOGIES, INC.

Barry Rogers
Chief Operations Officer

Attachments: Attachment A - Cost Estimate
Attachment B - Schedule of Labor Charges
Attachment C - Assumptions and Conditions

cc:

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ATTACHMENT A
COST ESTIMATE

LFG TECH hereby proposes to furnish the services as described in this proposal for Perdido Landfill per the following cost estimate:

1. Routine Monitoring

Labor – included in base service and invoiced monthly.	Included in Base Service
Parts (i.e. hoses, well heads, sample ports, clamps, etc.) to be billed at cost plus 8%. Cost billed on a monthly basis. Should the landfill chose to purchase parts direct and provide parts to LFG Tech that would be acceptable.	

2. Routine Operations, Maintenance, Minor Repairs

Labor – included in base service and invoiced monthly. Labor that exceeds forty hours will be billed at time and one half.	Included in Base Service
Parts to be billed at cost plus 8% and detailed on monthly invoice.	
ANNUAL LUMP SUM SUBTOTAL Base Cost	**$60,980.00**

3. Non-Routine Scheduled Maintenance/Major Repairs

Costs not included at this time. To be performed as needed on a time and materials basis. Labor for gas field technician included in base service. Labor that exceeds forty hours from gas field technician to be billed at time and one half. Labor provided by other LFG Tech personnel to be billed at standard rates and time and one half for labor that exceeds forty hours.	Not included in Base Service
Parts to be billed at cost plus 8% and detailed on monthly invoice.	

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4. Non-Routine Emergency Service

Costs not included at this time. To be performed as needed on a time and materials basis. Labor for gas field technician included in base service. Labor that exceeds forty hours from gas field technician to be billed at time and one half. Labor provided by other LFG Tech personnel to be billed at standard rates and time and one half for labor that exceeds forty hours.	Not included in Base Service

Parts to be billed at cost plus 8% and detailed on monthly invoice.

5. Environmental Logistics Internet Gas Database

Landfill data and records uploaded to online database to provide more efficient environmental compliance records. This service is a third party service provided through LFG Tech.

ANNUAL LUMP SUM SUBTOTAL Cost **$6,500.00**

TOTAL ESTIMATED YEARLY O&M COST **$67,480.000**

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Effective January 1, 2009

ATTACHMENT B
LFG Technologies, Inc.

2009 SCHEDULE OF LABOR CHARGES

PERSONNEL CHARGES

Professional	Rate per Hour
Senior Managers/Technical Review	$125/hr
Senior Technical Staff	$100/hr
Technical Staff	$90/hr
Technical	
Project Manager	$65 - $85/hr
Site Supervisor	$55 - $65/hr
Foreman	$48 - $53/hr
Field Technicians	$30 - $45/hr
Laborer	$25 - $30/hr
Drafter/CADD Operators	$64 - $73/hr
Technical Writers/Editors	$57 - $81/hr
Project Assistants	$37 - $81/hr
Nontechnical	
Office Services	$45hr

Depositions and expert witness testimony, including preparation time, will be charged at 150% of the above rates.

OUTSIDE SERVICES

Charges for special outside services, equipment, and facilities not furnished directly by LFG TECH will be billed at cost plus 8%.

PAYMENT

Monthly invoices are to be paid within 30 days from invoice date.

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ATTACHMENT C

ASSUMPTIONS AND CONDITIONS

Our work scope and cost estimate for the Perdido Landfill has been developed based on the following assumptions:

1. LFG TECH will be responsible for landfill gas collection system operation, monitoring, and maintenance as described in this proposal and based upon the "as-built" set of site drawings titled _____ and dated _____.

2. LFG TECH will be the only party designated to adjust the extraction well field during the period of its contract.

3. LFG TECH will have access to the landfill site, as necessary to perform these services.

4. LFG TECH would provide general administration and management responsibilities to oversee field personnel.

5. LFG TECH would manage and coordinate the necessary subcontractors and vendors required to support the ongoing operations.

The following items include responsibilities that LFG TECH has not assumed to be covered in this proposal. LFG TECH assumes that these items will be the responsibility of the landfill owner, or Perdido Landfill.

1. LFG TECH will not take responsibility for the overall quality of the gas collected from the landfill in regards to trace components.

2. LFG TECH takes no legal responsibility for any of the potential hazards associated with the condensate and/or disposal of condensate from the gas collection system.

3. LFG TECH does not take any responsibility for any of the engineering, design, or construction of the interior LFG collection system. Further, LFG TECH does not guarantee that the interior system as designed and/or constructed will meet any operational goals and/or regulatory agency requirements.

4. This proposal does not include provisions in the routine services estimate for any work required to maintain surface cracks, depressions, leveling to prevent ponding, or any other required maintenance of the landfill surface.

5. LFG Tech personnel will not perform confined space entry.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16628 **County Administrator's Report 9. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Contract Amendment Ratification for Debris Monitoring Services
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Amendment Ratification for Debris Monitoring Services - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board ratify the Amendment of Agreement between Escambia County, Florida, and Thompson Consulting Services, LLC, related to PD 17-18.007, Debris Monitoring Services as related to the parties wishing to amend the Agreement to incorporate Exhibit E setting forth additional provisions that may be applicable in the event Federal Emergency Management Agency (FEMA) financial assistance is used to fund all or a portion of the Agreement.

The provided Amendment of Agreement was signed by the firm and administration before it was realized that the Board had not approved.

[Funding: The funding source will be determined when the event occurs]

BACKGROUND:

The Board approved the Agreement between Escambia County, Florida, and Thompson Consulting Services, LLC, on June 6, 2018, by a vote of 5 - 0.

Requests for Letters of Interest, PD 17-18.007,Debris Monitoring Services was publicly noticed on February 2, 2018, to 89 known firms. Responses were received from three firms on March 1, 2018. The Selection/Negotiation Committee ranked in the following order:

1.Thompson Consulting Services, LLC;
2.Tetra Tech, Inc.; and
3. Witt O'Brien's, LLC.

Thompson Consulting Services, LLC, provided their initial Fee Proposal on April 10, 2018. The first negotiation meeting was held on April 12, 2018, and revisions were requested by the Committee. The second negotiation meeting was held on April 26, 2018, and the Final and Best Offer was established.

BUDGETARY IMPACT:

The funding source will be determined when the event occurs.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Amendment of Agreement was prepared by Kristin D. Hual, SeniorAssistant County Attorney.

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 and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Amendment of Agreement
Fully Executed Original Agreement
Original Board Action

Escambia County
Clerk's Original

Date Ratified

AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES (PD 17-18.007)

THIS AMENDMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Thompson Consulting Services, LLC (hereinafter referred to as "Consultant"), a foreign for-profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN 45-2015453, whose principal address is 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746.

WITNESSETH:

WHEREAS, on June 19, 2018, the parties previously entered into an Agreement for Consulting Services (PD 17-18.007) relating to debris management and monitoring services; and

WHEREAS, the parties wish to amend the Agreement to incorporate **Exhibit E** setting forth additional provisions that may be applicable in the event Federal Emergency Management Agency (FEMA) financial assistance is used to fund all or a portion of the Agreement; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

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

2. The Agreement is hereby amended to include the provisions set forth in **Exhibit E** to the Agreement, attached hereto and incorporated herein.

3. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. The effective date of this Amendment shall be on the date last executed by the parties.

5. This Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
County Administrator

Date: 1/18/19

BCC Approved: 6/7/18

Witness

Witness 1/18/2019

CONSULTANT:
THOMPSON CONSULTING SERVICES, LLC

By: _____
President

Date: 01/10/2019

Witness

Witness

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/22/18

EXHIBIT E

A. Compliance with Federal Law, Regulations, and Executive Orders. Contractor hereby acknowledges that all or a portion of this Agreement may be funded by Federal Emergency Management Agency (FEMA) financial assistance. Contractor shall comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures and directives.

B. DHS Seal, Logo, and Flag. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of the flags or any likeness of DHS agency officials without prior FEMA approval.

C. Access to Records. The Contractor, and any successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security and Federal Emergency Management Agency's access to records, accounts, documents, information, facilities and staff.

D. No Obligation by Federal Government. The Contractor acknowledges that the Federal Government is not a party to this Agreement and is not subject to any obligation or liability of any party to this Agreement or any other party pertaining to any matter related to this Agreement.

E. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.

AGREEMENT FOR CONSULTING SERVICES (PD 17-18.007)

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 Thompson Consulting Services, LLC (hereinafter referred to as "Consultant"), a foreign for-profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN 45-2015453, whose principal address is 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746.

WITNESSETH:

WHEREAS, on February 12, 2018, the County issued a Request for Letters of Interest (PD 17-18.007) seeking a Consultant to perform debris monitoring services; and

WHEREAS, the Consultant submitted a proposal and the County determined that the Consultant is the most responsive and responsible firm proposing to provide the services; and

WHEREAS, the County desires to enter into an agreement with the Consultant 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 Consultant agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence on the date last executed and continue for a term of one (1) year. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one year terms. The total duration of this Agreement, including the exercise of all options to renew/extend, shall not exceed the duration of three (3) years.

3. Scope of Services. The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI), Specification No. PD 17-18.007, Debris Monitoring Services, and as represented in the Consultant's Proposal in response to PD17-18.007, attached hereto and incorporated herein as **Exhibits A-D**. In the event of a conflict between the terms of the Consultant's Proposal and this Agreement, the terms of this Agreement shall prevail.

The Scope of Services to be provided under this Agreement shall include the following:

A) Comprehensive review and revision of the County's current Disaster Debris Management Plan, as described in the Consultant's Letter Proposal, attached hereto as **Exhibit A**;

B) Development, review and assistance with the County's solicitation for Debris Reduction and Removal Services, as described in the Consultant's Letter Proposal, attached hereto as **Exhibit B**; and

C) Post-Disaster Preparedness and Planning Services, Debris Removal Monitoring Services, and Consulting Services, as described in the Consultant's Scope of Work for

Debris Removal Monitoring Services attached hereto as **Exhibit C**, and corresponding Fee Schedule, attached hereto as **Exhibit D**.

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its services furnish pursuant to the Agreement. Unless otherwise specified, services performed pursuant to this Agreement shall be completed in accordance with the standard of care in the profession at the time such services are rendered.

4. Compensation. In exchange for Consultant's provision of the Scope of Services referenced in Section 3, A) above and as further described in **Exhibit A**, County shall pay Consultant a lump sum fee of $7,500.00.

In exchange for Consultant's provision of the Scope of Services referenced in Section 3, B) above and as further described in **Exhibit B**, County shall pay Consultant a lump sum fee of $7,500.00.

In exchange for Consultant's provision of the Scope of Services referenced in Section 3, C) above and as further described in composite **Exhibit C**, County shall pay Consultant in accordance with the Fee Schedule attached hereto as **Exhibit D**. Such fees shall be inclusive of the Consultant's salaries for professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5. Method of Payment/Billing. For fees negotiated as a lump sum payment, the Consultant may submit an invoice upon completion and approval of the applicable scope of services. For services billed on an hourly basis, the Consultant may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation. Requests for payment shall not be made more frequently than once a month.

The County agrees that it shall pay the Consultant within forty-five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement. Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

6. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

7. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice to the other party. In the event of termination by either party as provided herein, the Consultant shall be paid for services provided through the date of termination.

8. Indemnification. Consultant shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or

expense including, without limitation, reasonable attorney's fees, (collectively, "Losses") arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Consultant in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Consultant 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 Consultant'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.

9. Insurance. The Consultant is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Professional Liability with $1,000,000 per occurrence minimum limits; and

(d) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Consultant 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.

Consultant agrees all liability coverage shall be through carriers admitted or authorized 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 the policy of commercial general liability. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County described in this section. 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, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of the County; and Consultant 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: Thompson Consulting Services, LLC Attention: President 1135 Town Park Avenue, Suite 2101 Lake Mary, FL 32746	To: Escambia County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Consultant 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. Consultant 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. Consultant 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, Consultant 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 Consultant 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 Consultant seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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. Consultant 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. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Consultant 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.

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

Date: 6/19/18

BCC Approved: 6/7/18

Witness

Witness

CONSULTANT:
THOMPSON CONSULTING SERVICES, LLC

By: _____
President

Date: 6/12/18

Witness

Witness

Approved as to form and legal sufficiency.

By/Title: _____

Date: 5/25/18

thompson
CONSULTING SERVICES

April 26, 2018

Emily D. Weddington, CPPB
Purchasing Coordinator
Escambia County, Florida
Board of County Commissioners
213 South Palafox Place, 2nd Floor
Pensacola, FL 32502

Subject: Letter Proposal – Disaster Debris Management Plan Update

Dear Ms. Weddington,

Pursuant to your request, Thompson Consulting Services (Thompson) is pleased to provide this letter proposal to Escambia County, Florida (County) for the updating of the County's current Disaster Debris Management Plan (DDMP) and ensuring compliance with the Federal Emergency Management Agency (FEMA) debris management guidelines. Updating the DDMP will prepare the County to effectively and efficiently respond to future disaster generated debris removal operations.

The purpose of updating the DDMP is to confirm the components critical to the success of a debris removal operation in the County are practical and accurately outlined in the DDMP. The DDMP provides key information that will help the County coordinate and effectively manage a debris removal operation if the County were affected by a debris generating incident. Central to the success of debris removal operations is the County's continued understanding of the following elements prior to a debris generating incident, all of which will be updated for inclusion in the DDMP:

- The parties involved and their roles and responsibilities regarding a debris removal operation
- The rules, regulations and guidelines enacted by FEMA and other agencies governing debris removal operations
- The process of collecting and monitoring debris removal
- The disposal of debris, including where the debris will be staged for reduction and/or hauled for final disposal
- The use of force account and/or contracted resources
- The implementation of health, safety and public information procedures to keep personnel and the public safe and informed during a debris removal operation

Scope of Services - Disaster Debris Management Plan

The purpose of this scope is to make certain that the updated DDMP is FEMA compliant and includes components critical to the success of a debris removal operation in the County. Thompson will perform the following tasks to assist the County in developing an integrated disaster debris response to a future debris generating incident.

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Lake Mary, Florida 32746
O: (407) 792-0018 | F: (407) 878-7858
www.thompsoncs.net
A THOMPSON HOLDINGS, INC. COMPANY

Task 1: Project Initiation

The Project Initiation task lays the foundation for successful project coordination by identifying key personnel and the scope of the planning process. Thompson will hold a meeting with key personnel identified by the County and determine a schedule for the deadlines of deliverables. This will require that Thompson review the existing DDMP and associated documents as will be provided by the County in order to provide an outline of suggested revisions and updates to the DDMP for County comment. Thompson will also discuss key and unique issues that the County may face following a debris generating event so they may be properly addressed within the updated DDMP.

Task 2: Validation of Debris Management Sites

Thompson will evaluate existing sites identified as a potential Debris Management Site (DMS) and verify accuracy of relevant information for the site (GPS coordinates, acreage, address, description of environmental conditions, etc.). Thompson will confirm FDEP requests for DMS pre-approval have been approved and are current.

Task 3: ROE/PPDR and Ordinance Review

Thompson will assist the County in evaluating existing ordinances as they relate to right-of-entry process for FEMA eligible Private Property Debris Removal (PPDR). This review will seek to evaluate the County's establishment of legal responsibility for mitigating disaster related hazards on private property and to ensure proper ordinance for such action (nuisance abatement, etc.). In addition, Thompson will work with the County to develop a Right-of-Entry form that meets the County's ordinance requirements while complying with FEMA guidelines.

Task 4: Plan Revision Development (Preparation of Revised Draft DDMP)

Thompson will compile the task elements defined above and incorporate into the existing DDMP document for reference and use by the County. Thompson will also update or create associated appendices (e.g., debris estimates by Category 1-5, zone map, health and safety supplement, DMS location(s) and maps, etc.). Thompson will review and integrate other County documents relating to debris removal operations that are not currently included in the DDMP. The DDMP will specifically outline recommended methods for handling various debris streams including construction and demolition debris, leaners, hangers, and stumps, white goods, appliances, vehicles and boats in addition to standard vegetative debris removal.

Thompson will evaluate or develop the following DDMP components:

- **Organizational structure, role and contact information for individuals and departments involved in debris removal operations**
- **Debris volume estimates**
- **DMS report (ranking, acreage, location, maps, etc.) for new and existing sites.**
- **Pre-event preparations during times of normalcy**
- **Pre-event preparations prior to impending debris generating event**
- **Post-event response**
- **Post-event recovery**
- **Debris removal zone map**

- **Sample press release(s)**
- **The County's procurement documents related to the debris removal contract**
- **Health and safety strategy (to be developed with County's input)**
- **Sample force account labor, equipment, and material logs**
- **Thompson will include a crosswalk that provides page references where the County's DDMP meets the Alternative Procedures Pilot Program debris management plan requirements**

Task 5: Plan Revision

Following Thompson's submittal of the draft revision to the DDMP, Thompson will coordinate with the County to receive and respond to comments, questions, and requests for changes or additions to the plan. Thompson strives to create an accurate and comprehensive plan that exceeds the expectations of the County from the first draft, though understands the need for revisions and additions to ensure the plan addresses all of the County's unique needs. We encourage feedback on the first draft of the updated plan, and will work with the County to revise the draft until all of the County's requests have been fulfilled. A draft version of the County's DDMP will be delivered to the County for review and comment. The County will provide consolidated comments on the draft DDMP to Thompson. For this task, Thompson will incorporate the appropriate comments into the final DDMP.

Task 6: Final DDMP Submittal

The County is encouraged to again review the second draft, if needed. Should there be a need for any changes or additions to the plan, Thompson will promptly incorporate for final submission. Thompson will submit a hard and electronic copy of the final draft.

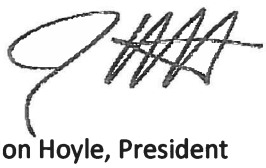
Cost Proposal and Schedule

Thompson proposes to deliver the requested services on a lump sum basis. After our initial scoping conference call/meeting Thompson proposes a lump sum of seven thousand five hundred dollars ($7,500) for County consideration.

Thompson is looking forward to assisting the County with its procurement and disaster preparedness activities and continues to stand prepared in the event we are called upon to assist the County with post-event activities. If you have any questions concerning this letter proposal, please contact me at (321) 303-2543 or via e-mail at jhoyle@thompsoncs.net.

Sincerely,

THOMPSON CONSULTING SERVICES



Jon Hoyle, President
Authorized Agent

thompson
CONSULTING SERVICES

April 26, 2018

Emily D. Weddington, CPPB
Purchasing Coordinator
Escambia County, Florida
Board of County Commissioners
213 South Palafox Place, 2nd Floor
Pensacola, FL 32502

Subject: Letter Proposal – Development and Review of the Scope of Work and Evaluation Criteria for the County Debris Reduction and Removal RFP

Dear Ms. Weddington,

Pursuant to your request, Thompson Consulting Services (Thompson) is pleased to provide this letter proposal to Escambia County, Florida (County) to provide consulting services for the development and/or review of the scope of work and evaluation criteria for the County Disaster Debris Reduction and Removal request for proposal (RFP). Thompson will perform the following tasks to assist the County in developing a FEMA compliant comprehensive scope of work and competitive evaluation criteria.

Task 1: Participate in County RFP Committee Kickoff Meeting

Thompson will provide an outline of suggested considerations for the RFP that reflect current industry best practices in advance of the County RFP Committee Kickoff Meeting. In addition, Thompson will participate in the kickoff meeting and aid in discussions related to key and unique issues that the County may face following a debris generating event to ensure that they are properly incorporated within the scope of work. Specifically, Thompson will outline recommended methods for handling various debris streams including vegetative debris, construction and demolition debris, sand, hazardous leaning trees, dangerous hanging limbs, uprooted stumps, white goods, appliances, vehicles and vessels. During Task 1 Thompson will coordinate with the County to establish, at a minimum, the following RFP parameters:

- Minimum qualifications
- Performance history requirements
- Reference conditions
- Capacity to perform metrics
- Bonding requirements
- Subcontracting parameters
- Selection criteria

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www.thompsoncs.net
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Task 2: Develop Bid Tabulation

Thompson will utilize the County disaster debris management plan (DDMP) to estimate line item bid quantities. These bid quantities will be utilized to develop a Microsoft Excel, form-based, bid schedule that reflects estimated quantities of debris items following a disaster. The developed bid tabulation will be provided in the RFP and required for contractor proposed unit pricing. In utilizing a standardized bid tabulation schedule the County can evaluate proposer pricing on an "apples to apples" basis. This bid tabulation will be used to evaluate pricing, but will not be utilized as a basis for contract prices, which will be negotiated by the County.

Task 3: Development/Review of the Draft and Final RFP

Thompson will provide the County with examples and guidelines from RFPs that have an established precedence for both FEMA reimbursement and rendering of qualified contractors. Thompson will review the draft RFP after development by the County and provide final comments, questions, and suggested changes or additions to the RFP before it is finalized and advertised.

Task 4: Assistance with Contractor Bid Tabulations and Technical Review

Thompson will compile a bid tabulation by consolidating bid submissions from each qualified Contractor and provide the results in a matrix that will give the County an "apples to apples" comparison of line item costs for the anticipated scope of work. This will be based on the debris volume estimates and anticipated event as established in Task 2. This bid tabulation will be used to evaluate pricing, but will not be utilized as a basis for contract prices, which will be negotiated by the County. In addition, Thompson will assist the County in establishing a process to systematically score proposals according to the criteria established in Task 1. It should be noted, however, Thompson cannot participate in the evaluation of proposals as it relates to the selection of a contractor(s).

Cost Proposal and Schedule

Thompson proposes to deliver the requested services on a lump sum basis. After our initial scoping conference call/meeting Thompson proposes a lump sum value of seven thousand five hundred dollars ($7,500) for County consideration.

Thompson is looking forward to assisting the County with its procurement and disaster preparedness activities and continues to stand prepared in the event we are called upon to assist the County with post-event activities. If you have any questions concerning this letter proposal, please contact me at (321) 303-2543 or via e-mail at jhoyle@thompsoncs.net.

Sincerely,

THOMPSON CONSULTING SERVICES

Jon Hoyle, President
Authorized Agent

SCOPE OF WORK

DEBRIS REMOVAL MONITORING

Thompson Consulting Services, LLC (Thompson) has prepared the following Scope of Work for contract services associated with Escambia County, Florida (County) Request for Letters of Interest (RLI) for Debris Monitoring Services (PD-17-18.007).

Project Execution Utilizing Automated Debris Management System

Thompson will execute the proposed tasks described below with our ADMS hardware and software system, Thompson Data Management Suite (TDMS). Thompson's ADMS was developed in-house and is proprietary. We do not rely on licensing for the use of an ADMS. TDMS has been successfully deployed over the past five (5) years and utilized by the Georgia Department of Transportation (GDOT), the South Carolina Department of Transportation (SCDOT), as well as for county, parish, and municipal clients in Louisiana, Alabama, Florida, Georgia, South Carolina, North Carolina, Virginia and New York to electronically document debris removal, hazardous tree work, vehicle recovery, and private property debris removal.

TDMS is a collection of hardware, software and communications infrastructure for the management of data and documents related to disaster recovery. The TDMS collection includes our hardware solution or handheld device, TDMS*mobile*, which allows us to capture data in the field and provide near real-time analysis though our software solution, TDMS*web*, which is a variety of web –based software applications that serve as the backbone for data storage and management. The TDMS meets the USACE ACI standard for ADMS and is configured to document a variety of debris removal activities and programs.

- Truck Certification
- Right-of-Way (ROW) Collection
- Tree Work (L/H/S)
- Private Property Debris Removal (PPDR)
- Demolitions
- Haul Out/Disposal
- Project Administration
- Monitor Management

Figures 1 - 4 provide graphical depictions of the TDMS*mobile* solution and its components.

FIGURE 1

Motorola ES400 running TDMSmobile.

FIGURE 2

Employee badges utilize QR coding for identification ticket development.

FIGURE 3

Paper tickets are created with encrypted QR code to transmit information/data.

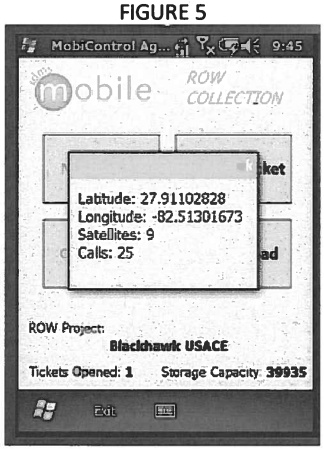
FIGURE 4

RW 220 hip belt printer uses direct thermal laser technology

EXHIBIT C

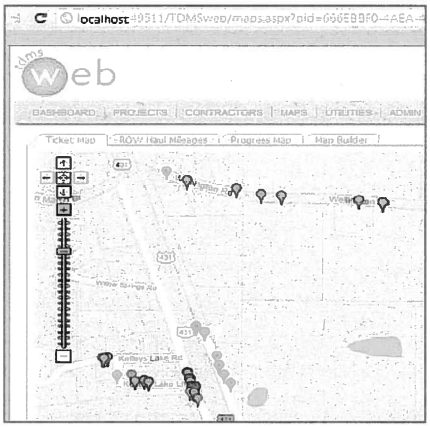
TDMS*mobile* provides enhanced quality control through geofencing, geocoding, and location verification. The handheld device and system have configurable security settings to protect use and data. Specified locations, such as debris pickup and disposal sites, are captured by the GPS capabilities of the handheld and verified in the web-based system. This enhanced level of accuracy and corroboration increases the efficiency and production of debris removal operations. To date we have observed cost savings to our clients ranging from 20 – 30 percent with the use of our ADMS solution. Figures 5 and 6 provide an example of the interface between TDMS*mobile* and TDMS*web*.

FIGURE 5



Handheld device GPS location capture and verification

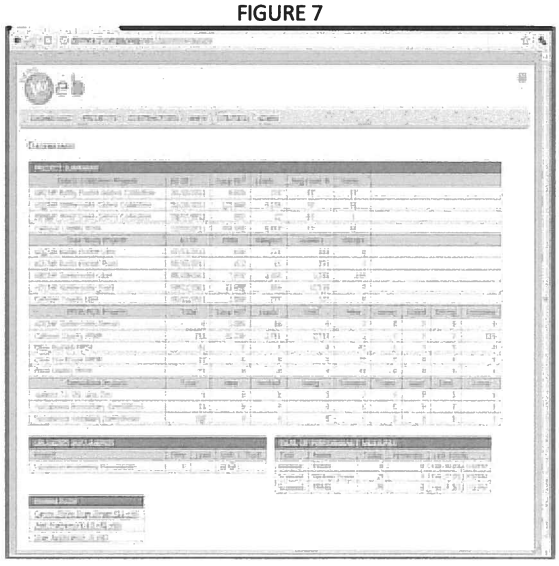
FIGURE 6



Mapping interface provides users with Google maps functionality for point-and-click data access

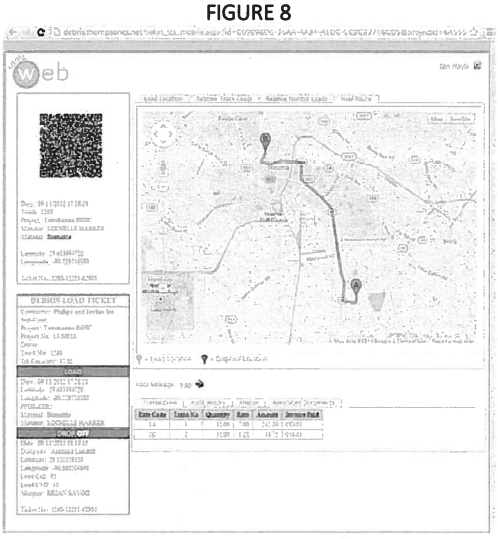
TDMS*web* a web based application that serves as the backbone of the TDMS for storage and data management while providing access to viewing, querying, sorting, reporting, mapping and managing project related data and documents. In addition, Thompson is able to control access to TDMS*web* and what permissions (read, read/write, etc.) users have through credentialing. The following figures (7 to 10) provide graphical highlights and depictions of TDMS*web* and its components.

FIGURE 7



TDMSweb dashboard displays summary project statistics online with the ability to drill down to varying levels of detail.

FIGURE 8

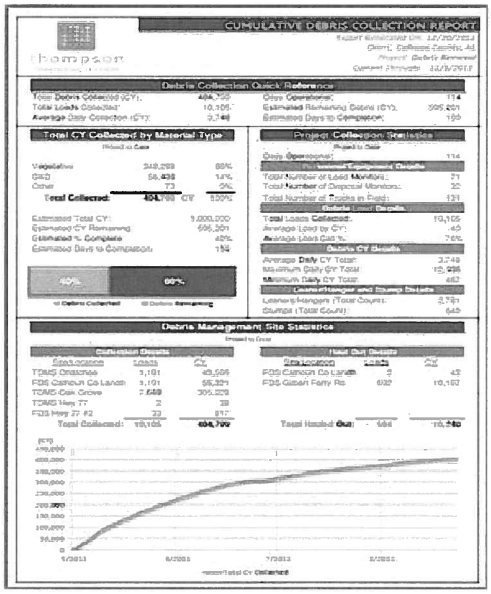


Accurate and efficient collection of field data provides for near real time data analysis and review. Financial encumbrances and project progress can now be tracked via the Internet.

FIGURE 9

TDMSweb system allows Thompson to electronically manage a variety of client debris removal programs such as, ROW, ROE, blue roof and demolition, including photographs, field forms, logs, transmittals, etc.

FIGURE 10



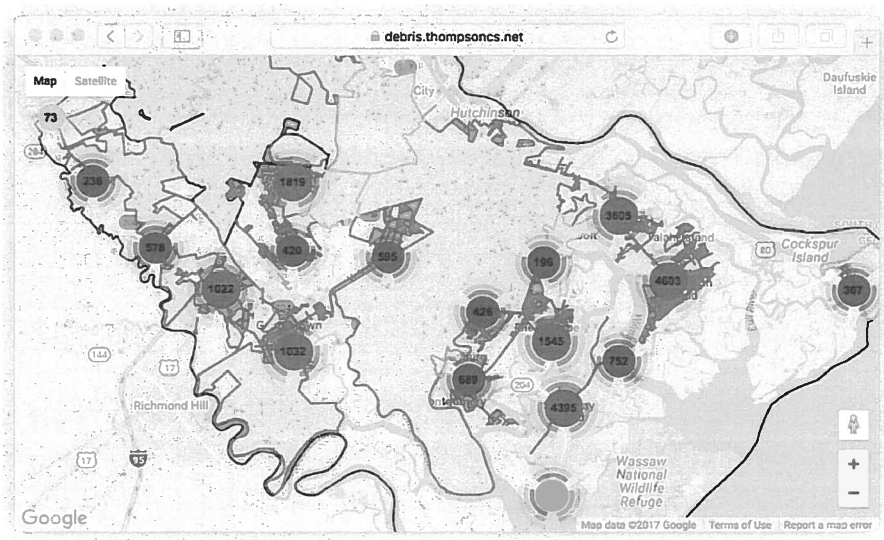
TDMSweb generates a various project reporting documents, such as daily reports and financial summary logs.

Comprehensive Mapping Tools

Through our ADMS technology and the accurate and efficient collection of data in the field, Thompson is able to provide a variety of comprehensive mapping tools to the County. Thompson has the ability to tailor progress and real-time operation mapping to meet the needs of County.

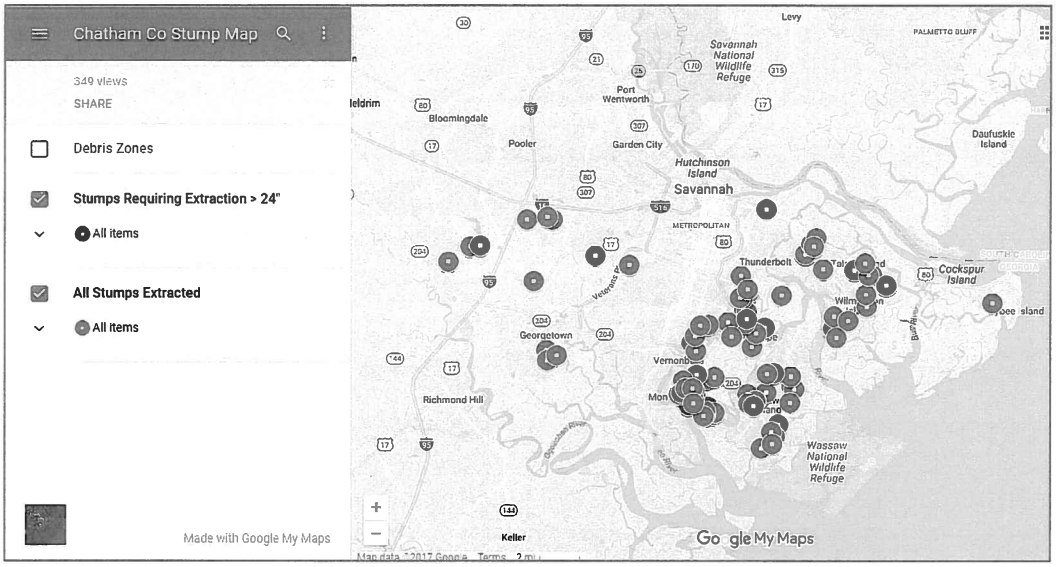
Figures 11 and 12 below provide examples of some of the mapping capabilities that were utilized for the ROW debris removal and hazardous tree removal programs.

FIGURE 11



Debris Load and Tree Work Heat Maps that illustrate the concentration of damage with the ability to drill down within each cluster and access individual transaction data.

FIGURE 12



Hazardous Stump Map provides color-coded stump locations to allow increased operational efficiencies and real-time situational reporting for the County and County project stakeholders.

Technical Approach

Thompson has functionally organized its technical approach by task predicated on the various debris streams and programs that can be expected based on our experience monitoring and documenting large scale debris removal operations. Thompson will tailor our approach to the County's debris recovery effort based on the unique challenges of the County's specific future disaster. Our tasks and task approach can be modified and scalable to address both large and small scale events and our mobilization times can be either compressed or extended based on the needs of the County and the public.

Table 1: Mobilization Method and Approach

Task / Mobilization Time	Description
1. Debris Program Implementation	
Within twenty-four (24) hours from notification date	Program Management Team will report to the County 48 hours prior to known disaster events and within 24 hours passage of no-notice disaster events. Thompson will implement a program based on the specific needs of the County, feedback from debris removal contractors, and debris estimates developed through the preliminary damage assessment.
2. Onboarding and Training of Employees	
Within forty-eight (48) hours from notification date	Thompson performs Motor Vehicle Reports (MVR's) and drug testing on all field staff.
3. Health and Safety Plan Implementation	
Within forty-eight (48) hours from notification date	Health and Safety Plan will be periodically reviewed and updated to address any disaster specific hazards. Thompson's safety program is focused on the safety of Thompson monitors and field personnel.
4. Measure and Certify Trucks by FEMA PAPPG Standards	
Within forty-eight (48) hours from notification date	Thompson will certify contractor equipment once a contractor crew schedule is reviewed and approved by the County.

Task / Mobilization Time	Description
5. Deploy Loading Site Collection Monitors	
Within forty-eight (48) hours from notification date	Thompson will deploy a collection monitor to each debris removal crew. Based on our planning assumption, we expect many of the crews to be tandem, self-loading trucks or two to three trucks paired with a single loading device.
6. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps	
Within forty-eight (48) hours from notification date	Thompson will document the removal of hazardous trees and limbs to meet all requirements outlined in FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG).
7. Deploy Debris Management Site Monitors	
Within forty-eight (48) hours from notification date	Thompson will coordinate with the Debris Contractor to ensure that the County Debris Management Sites (DMS) meet all GEPD requirements.
8. Deploy Field Supervisors / Field Supervisors	
Within forty-eight (48) hours from notification date	Thompson will deploy one (1) Field Supervisor for every ten (10) collection monitors to appropriately supervise collection operations. The 1:10 supervisor to monitor ration is encouraged by FEMA.
9. Damage Complaint Tracking	
Concurrent with field operations	Thompson will assign a unique work order to each damage complaint and track the actions taken, responsible sub-contractor, and satisfactory/unsatisfactory resolution in a report, by Service Area that may be tracked through GIS.
10. FEMA Consultation	
Within seventy-two (72) hours from Federal Declaration	Applicant kickoff generally takes place within one week of the federal disaster declaration, which is imminent.
11. Ordinance Review to Determine Best Method to Perform Private Property Debris Removal (PPDR)	
2-3 weeks after debris operations begin (subject to need)	Thompson management staff has experience analyzing and designing PPDR programs based on Voluntary/Right-of Entry, Imminent Danger of Collapse, and Public Nuisance Programs.
12. Private Property Debris Removal Monitoring	
TBD, based on input from FDEM and FEMA	PPDR programs may include vegetative and C&D debris, as well as leaners, hangers, stumps, and structural demolitions.
13. Specialized Debris Removal Monitoring	
TBD, based on input from County, FDEM, and FEMA	Thompson management staff has experience with the operational methods to properly document special debris removal programs such as removal of debris from waterways and lakes, vessel and vehicle removal, and the removal of debris and sediment from storm drains, catch basins and other public facilities.
14. Accumulate Daily Field Data	
Immediately following the start of ROW and hazardous tree programs	Thompson will maintain field data for all debris recovery programs monitored. Debris removal data will be organized by debris type, road type, and program
15. Reconcile Contractor Invoices	
Weekly following the start of ROW and tree programs	Thompson will comply with the invoicing and payment term in the debris removal contract.

1. Debris Program Implementation

Thompson will assist the County in overseeing the debris management operations, obtaining proper approvals for special debris removal programs, and providing in-depth working knowledge of a variety of recovery operations, USACE debris management guidelines, and FEMA eligibility and reimbursement guidelines. Thompson will work with the County to develop a project management plan to ensure that contracted debris removal is properly documented to substantiate FEMA PA, FHWA ER, and NRCS funding. Some of the initial considerations will include, but not be limited to:

- Single/multiple debris removal contractors
- Debris removal contractor rates and specifications
- Debris estimates, by collection zone
- Debris removal from gated communities
- Crew/Monitor Estimates, by collection zone
- Onboarding and safety training locations and procedures
- Operations Manager/Supervisor Assignments
- Progress reporting distribution lists and protocols

Debris Removal Contractor Coordination

Thompson recognizes that each disaster situation is going to be different and therefore promotes a collaborative working relationship with the County and its debris removal contractors. As soon as the County is within the cone of certainty for a tropical system or immediately following passage of a no-notice event, Thompson will begin coordinating with the County and County contractors to synchronize mobilization and response activities. These activities may include:

- **Identification/confirmation of equipment staging area:** If a staging location is identified during planning sessions and the site is compromised/unavailable due to the event, Thompson will work with the contractor to identify an area outside of the impacted zone to stage equipment and begin equipment certification.
- **Damage assessment:** Thompson will perform damage assessments with the County and County contractors to determine the scope of the damage, identify the need for special debris programs such as leaner/hanger/stump removal, and develop crew configurations and assignments. This information will allow Thompson and the County Contractor(s) to develop budget estimates to be used for task orders and Project Worksheet development.
- **Emergency push:** Thompson will work with the County and contractor(s) to ensure that all hours and activities are well documented to substantiate FEMA reimbursement. Thompson will also work to expedite 70-hour push activities, focusing on the County's list of priority roadways, while ensuring that the period of performance adheres to FEMA's eligibility standards and all labor and equipment time is tracked and documented.
- **Zone assignment to contractors and subcontractors:** Thompson will work with the debris removal contractors to coordinate and schedule the appropriate number of crews for each pass. Zone parameters will be entered into TDMS to generate detailed reports by zone, contractor, debris type, etc. Reporting is further detailed in below.
- **Discrete field management:** ADMS will be configured to discretely document and manage multiple contractors and the type of debris that has been approved for collection. For example, if a contractor is tasked only with the collection of vegetative debris, the ADMS devices will only be configured to that specific debris type. A monitor will not be able to issue a ticket for C&D debris if the hauler has only been approved to collect vegetative debris.

- **DMS permitting:** Thompson will ensure that each contractor obtains environmental authorization and/or permits for DMS sites. Thompson will also work with each contractor to obtain copies of permits for final disposal locations.

If the County decides to activate multiple contractors, Thompson will assign a field operations manager for each contractor activated to streamline communications and ensure quality control.

Damage Assessment

At the request of the County, Thompson will coordinate aerial drone flyover assessments to facilitate debris estimation and collect post-disaster photographs and geographical data. At the direction of the County, Thompson will also assist with preliminary damage assessments in accordance with the FEMA Damage Assessment Operations Manual. Damage assessment assistance may include, and is not limited to, participation in one or more of the following tasks:

- **Identifying damaged facilities:** Thompson will assist with documenting the location of all damaged sites using GPS and annotated maps. Thompson work with County departments to collect all necessary documentation to substantiate legal responsibility, maintenance, lease/rental agreements, and improvement plans.
- **Documenting damage:** Thompson will document the damage to each facility by taking photographs and developing maps and diagrams to outline the specific location and extent of the damage. The diagrams and associated photographs will capture damage dimensions, materials, and the size or capacity of the damaged elements.
- **Documenting work and cost:** Information describing work and cost will be broken down by Category of Work (A-G). Thompson will prepare work and cost estimates by gathering documentation associated with Force Account Labor, Equipment, Leased Equipment, Supplies, Contract Labor, and Materials. Thompson will also document any mutual aid received by the County.
- **Other Considerations:** Thompson will help the County navigate other PA program considerations including codes and standards, repair vs. replacement, hazard mitigation, as well as unique considerations for each category of work.

All damage assessment documentation will be captured, digitized, and managed using TDMS.

Proposed Meetings

Thompson is prepared to meet with the County Debris Manager, County Stakeholders, and representatives from FEMA, FDEM, FDEP, and other agencies on a daily basis at a time and location specified by the County. To the extent necessary, Thompson will help the County secure a meeting location. Thompson recommends that project stakeholders conduct a daily briefing while the EOC is fully operational and re-evaluate the frequency of meetings after the first 14 days of project operations.

Methods for communicating with County Emergency Staff and Teamwork Assignments

Throughout the project, the Thompson Project Manager will identify critical path functions that will required close coordination between the County and Thompson. These may include:

- Public Information
- Private Property Issues
- Special Needs Assistance
- Information on FEMA
- Damage reports and resolution

Thompson will identify a lead for each function to serve as a direct interface with the appropriate County staff on each issue. The Thompson team member will be available in person, by phone, or email to communicate with the County and project stakeholders. To the extent that cellular connectivity is not available, Thompson will secure alternative communications methods (radios, satellite, etc.).

Response Time by Task

In most cases, Thompson will deploy our project team in anticipation of receipt a notice to proceed so that we can be responsive to the County's needs and effectively manage the deployment of personnel and resources. For example, if the County is within a cone of certainty for severe weather, Thompson will deploy a representative to meet with the County 48 to 72 hours prior to the anticipated event. Thompson's response times by task are summarized in Table C-3.

Table C-3: Thompson Task Response Times

Response Time	Task Description
Immediately after notification	Thompson will report to the County's EOC or Contract Management Center
No more than 48 hours after notification	Thompson ready to assist the County with truck certification
No more than 48 hours after notification	Thompson ready to staff public drop-off sites and other County locations
No more than 48 hours after notification	Thompson to have monitors ready for ROW debris removal operations
No more than 72 hours after notification	Thompson to have monitors ready for hazardous tree removal operations

Prior to known events, Thompson will stage personnel and equipment either in or as close as possible to the County. Upon receipt of a Notice-to-Proceed, Thompson will deploy the following project initiation teams to the County responsible for the County's contract deliverables:

- Debris Management Consultant
- Project Quality Assurance Team
- Project Administrative Team

The Project Quality Assurance Team will consist of the Project Manager and six to ten Field Supervisors, based on the severity of the event. In addition to providing surge support to the County, the Project Quality Assurance Team will serve as the field project management team. The Project Quality Team will be deployed with equipment kits to accommodate all Field Staff.

The Project Administrative Team will consist of administrative/human resource employees. The Project Administrative Team will be temporarily deployed to the County to support the monitor on-boarding process, including:

- Employee application reviews
- Drug testing and Department of Motor Vehicle records checks
- Health and Safety Plan Implementation
- Debris Monitor Training

2. Onboarding and Training of Employees

Following an event, Thompson will establish a local office from which to perform recruiting, onboarding, and training. These activities will be coordinated and supported from our headquarters in Lake Mary, Florida. Thompson will also make every effort to hire residents from within the County to serve as debris

monitors. This effort will help skilled residents participate in the County's recovery efforts with a meaningful impact and earn a competitive hourly wage.

In accordance with FEMA FP-104-009-2, Thompson will train debris monitors, County employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris manager, including:

- Accurate and objective debris estimating techniques
- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, Debris Management Site's (DMS), and final disposal locations
- The ability to differentiate between debris types
- Understanding of Collection Site and DMS safety procedure
- Understanding of the Thompson Field Health and Safety Plan
- Understanding of the terms, conditions, and scope of the debris removal contract and other disaster specific guidance provided by the County, FDEM, FEPD, and FEMA

Ability to Onboard and Train within 48 Hours

Thompson has made a tremendous investment in our personnel, resources, technology, and tools to have the flexibility and scalability necessary to be an industry leader in debris monitoring. Part of this investment is in a proven process to identify, train, and equip local hires in a safe manner in extremely short periods of time. Thompson begins the process of recruiting and on-boarding immediately upon contract award, not reactively following a notice to proceed. Thompson will issue contingent job postings through a variety of outlets to pre-identify a pool of existing candidates to serve as field monitors.

The table below outlines Thompson's local hire tasks and timelines to ensure that we deploy trained, safe, drug-free local hires within 48 hours of a notice-to-proceed and fully staff the project within 72 hours of receipt of notice to proceed.

Table 2: Local Hire Task Summary

Task	Timeframe (to meet or exceed)	Comments
Local Hiring Recruiting (non-event)	Year-round	When no task order is imminent, Thompson pro-actively develops a pool of local hire candidates.
Local Hiring Recruiting (activation known)	12 to 48 hours	Once activated, Thompson Project Administrative team can recruit and onboard 100 local hires per day. Thompson initiates on-boarding 72 to 96 hours prior to known disaster events.
Drug-testing	12 to 48 hours	Thompson requirement for employment
Driver Motor Vehicle Record Check	12 to 48 hours	Thompson requirement for employment
Safety Training	12 to 48 hours	Thompson requirement for employment
Continued on the Job Safety Training	48 to 72 hours	Thompson requirement for employment
Debris Monitor Training	12 to 48 hours	Thompson requirement for employment
Automated Debris Management System Training	12 to 48 hours	Contract specific requirement
Issuance of Personal Protective Equipment	48 hours	Issued by Project Administration team upon completion of Safety Training
Project is fully staffed	<72 hours	Project will be fully staffed within 72 hours of notice to proceed

3. Health and Safety Plan Implementation

Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for our employees, including temporary field staff. This practice results in a team of monitors that is both safe and committed to quality. In addition, Thompson deploys a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.

At project initiation, Thompson will implement a Health and Safety Plan (HASP) that outlines site-specific precautions to be taken to avoid and mitigate the risk of hazards associated with work performed in the elements, around heavy equipment, near tree work, and close to vehicle traffic. The HASP will outline that work performed on the project shall comply with all applicable OSHA, State of Florida, and all other safety requirements provided by FEMA and its authorized contractors. Thompson will also provide the following personal protective equipment to collection monitors, debris management site monitors and field supervisors:

- Hard hat
- Reflective vest
- Safety glasses
- Hearing protection

In addition, Thompson will ensure that all collection monitors, debris management site monitors and field supervisors report to work with the following personal protective equipment and communication equipment:

- Cell phone
- Protective shoes
- Long pants
- Hot, cold, and/or wet weather gear
- Sunscreen and supply of bottled water

Thompson's safety program is focused on Thompson monitors and field personnel. The safety of debris removal crews is the responsibility of the debris removal contractor(s).

4. Measure and Certify Trucks by FEMA PAPPG Standards

Thompson will complete equipment check-in and certification of trucks and other equipment mobilized by the Contractor so that debris removal operations can be recorded and substantiated in accordance with the terms, conditions and unit rates in the County's debris removal contract. In order to comply with these standards, Thompson has observed and recorded the following information during truck certifications:

- Valid driver's license of truck operator
- Valid truck registration and insurance
- Volumetric capacity of the inside of the loading container
- Calculated deductions of volumetric capacity for dog boxes, round container bottoms, and other volumetric capacity reductions
- Brief physical description of the truck

- Photographs of the truck and container

Thompson will assign a unique identification number to each truck and a placard with the truck number will be affixed to each side of the debris removal truck.

5. Deploy Loading Site Collection Monitors

Thompson will deploy a debris removal collection monitor for each mechanized piece of loading equipment deployed by the Contractor unless multiple debris loading operations can be safely and substantially observed and documented by a single monitor. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from County ROW and other collection zones identified and approved by the County. The Thompson collection monitor will be responsible for:

- Ensuring that only eligible, disaster related debris is removed for loading and hauling from approved public areas
- Ensuring that debris collected is in accordance with the regulations, safety considerations, and contract terms of the specific waste stream (i.e. hazardous waste is not loaded into container of clean vegetative debris, etc.)
- Recording the time, date, disaster number, truck number, and loading location using ADMS
- Issuing load ticket to driver when loading container is fully loaded
- Ensuring that debris loads are contained properly in the loading container prior to the departure of the truck from the loading location to the DMS
- Checking for safety considerations and areas of potential problem (school zone, utility meters, power lines, mailboxes, etc.) and reporting potential issues the Thompson Field Supervisor
- Recording and reporting any damages caused to streets, curbs, utility meters, mailboxes and other public property as a result of debris removal operations including photos, owner information, and circumstances of the damage
- Ensuring all white good and Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Certifying household hazardous wastes are segregated, handled, loaded and hauled in accordance with environmental laws and local, state, and federal regulations. HHW must be handled by specialists licensed by FDEP
- Ensuring work area is clear of debris to the specified level before equipment moves to a new loading area
- Other duties as directed by the debris management project manager or designated County personnel

6. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps

Thompson anticipates beginning hazardous tree removal operations prior to or concurrent with Right-of-Way debris collection. By getting the bucket trucks out ahead of the debris removal trucks with hazardous tree and limb removal, the overall collection operation will be more efficient. Thompson will ensure that hazardous stumps are pre-approved by FEMA and that the stump removal

process is documented to include before and after photographs and GPS coordinates. The Thompson leaner, hanger, and stump monitor will be responsible for:

- Ensuring that only eligible leaners, hangers, and stumps are removed as defined by FEMA PAPPG from approved public areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measuring the eligible tree work in accordance with the County's contract
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

7. Deploy Debris Management Site Monitors

DMS Monitors are responsible for observing and recording the following information using ADMS:

Debris Operations:

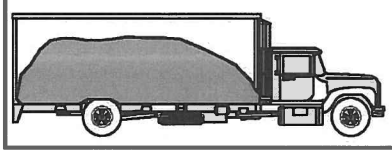
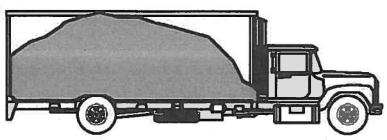
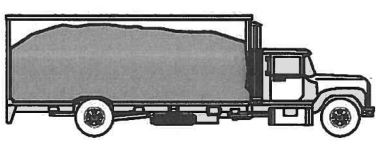
- Ensure only debris from approved areas is loaded for removal
- Ensure that hazardous waste is not mixed into debris loads
- Record the type of equipment used and verify that the equipment is affixed with a placard
- Record the hours of equipment use, including down time (for time and materials)
- Visually observe the additions and reductions notated on the truck certification to verify that the placard has not been altered
- Ensure that truck loads are properly credited and recorded
- Estimate the percentage of full capacity for each loading container
- Ensure that trucks are not artificially loaded
- Collect load ticket from debris removal contractor driver
- Complete load ticket fields
- Ensure that all debris is unloaded from the container at the DMS
- Observe debris reduction and DMS operations

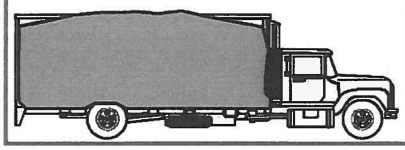
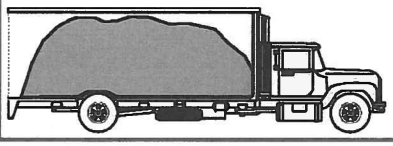
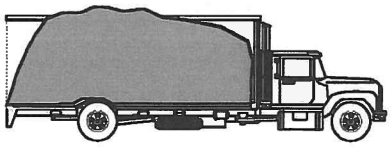
Load Call Capacity

The DMS Monitor will make a determination of the load volume of incoming debris loads, known as a "load call." The load call is an estimated percentage of how full the truck is at the time of disposal. The DMS Monitors will not make a load call or allow disposal of disaster debris if they see the following items:

- Bagged debris
- Hazardous waste
- White goods (household appliances)
- Hand-loaded trailers

The following diagrams demonstrate load call methodology and may be used as a tool by DMS monitors in the tower.

60% Debris Load in Truck	75% Debris Load in Truck	85% Debris Load in Truck
		

95% Debris Load in Truck	75% Debris Load in Truck w/ No Tailgate	85% Debris Load in Truck w/ No Tailgate
		

Eligibility

- Confirm that all fields of the load ticket are filled out completely and legibly
- Report any missing load ticket fields to the Field Supervisor

Communication

- Remain in regular contact with Field Supervisor and immediately report any safety or compliance issues
- Ensure truck containers are empty before exiting the DMS

Compliance

- Report any compliance or eligibility issues or concerns to the Field Supervisor
- Verify that necessary environmental permits to operate and reduce debris at the DMS have been obtained

Residential Drop-Off Sites

Thompson will work with the County to establish residential drop-off sites that can accommodate residents eager to remove debris from their property. Thompson will work with the County and the debris management contractor to establish site security, published hours of operation, and closure dates to prevent illegal dumping and manage public expectations. Thompson will provide a monitor at each County residential drop-off site to capture all documentation to substantiate residential drop-off site operations in accordance with FEMA policy. Drop-off site Monitors are responsible for observing and recording the following information:

- Ensuring that only County residents are using the site by validating identification and address via driver license, property tax statement, utility billing, or other method approved by the County.
- Recording the address of the eligible site users
- Recording the type and quantity of debris brought to the site
- Recording and provide a copy of the completed load ticket using ADMS
- Photographing debris, as directed by the County, to verify the source and debris type
- Assisting with communicating to residents the proper handling and disposal practices
- Distributing debris information via flyers and other methods approved by the County

Debris Disposal Diversion

Thompson will work with the County and FDEP to develop a recycling/debris diversion plan that minimizes the amount of potentially recyclable debris that is disposed of at landfills. White goods, e-waste, metals, vegetative and other types of debris may be processed and recycled. Thompson will ensure that salvage

operations are documented separately to substantiate retainage of salvage proceeds in accordance with the FEMA Alternative Procedures Pilot Program for Debris Removal.

8. Deploy Field Supervisors

Thompson will deploy Field Supervisors at a 10 monitor: 1 supervisor ratio to efficiently and effectively oversee, document, and substantiate debris removal efforts. Thompson Field Supervisors will:

- Be prepared to operate a minimum of 12-14 hours per day, 7 days per week
- Verify that only eligible debris is being removed from designated public ROW and public property within assigned collection zones
- Maintain regular communication with and ensure that collection monitors are authorizing the collection and removal of eligible debris from approved public areas
- Confirm the completeness and accuracy of load tickets and field documentation generated by Thompson field staff to substantiate debris removal operations

9. Damage Complaint Tracking

Thompson field supervisors will have the primary responsibility for damage report tracking and resolution. Thompson will assign a unique Work Order number to each damage complaint and will track the Work Order by the GPS coordinate of the complaint. A map will be maintained of all damage related Work Orders. Thompson will maintain the following information for each damage complaint Work Order and organize Work Orders by Precinct:

- Work Order point of contact
- Responsible contractor/sub-contractor
- Photographs of damage
- Description of actions taken by the responsible party
- Photographs/other evidence of repair
- Cost summary, if available

10. FEMA Consultation

To the extent that it is required by the County, Thompson will serve as a liaison between the County, FDEM and FEMA to document and demonstrate that debris removal, response and recovery activities are eligible, allowable, and in compliance and in compliance with FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide.

Thompson will work with the County, FDEM, FEMA Region 4, and FEMA Headquarters to facilitate a transparent, well documented partnership throughout the recovery effort. This will allow Thompson to integrate Disaster Specific Guidance (DSG) issued from FEMA into the County's debris removal efforts, and pro-actively create a positive working relationship with participating stakeholder regulatory agencies.

To the extent necessary, Thompson will provide the County with first and second appeal support for unfunded or de-obligated disaster related projects or initiatives that the County and Thompson mutually agree may be determined eligible by FEMA based on a re-review of existing project documentation or other review of new information presented to substantiate the eligibility of the project.

11. Ordinance Review to Determine the Best Method to Perform Private Property Debris Removal

Thompson's proposed management team has previous experience with reviewing local ordinances and designing a private property debris removal (PPDR) program that demonstrates and documents that local governments have the legal authority (and FEMA eligibility) to perform a variety of debris removal programs on private property. We have performed comprehensive PPDR ordinance feasibility reviews and PPDR program implementation in Alabama, Mississippi, Louisiana, and Florida. In order to ensure that the PPDR program is successful, Thompson will have the following objectives during ordinance review:

- Identify an ordinance that clearly grants the County with the authority to enter private property to remove and dispose of debris, such as a nuisance abatement or public nuisance ordinance. This is critical in order to establish legal authority and FEMA eligibility.
- Establish a multi-step process to ensure that all proper notifications are made to property owners.
- Develop a public outreach plan to ensure that County residents in need are able to participate in the program.

12. Private Property Debris Removal Monitoring

Upon review and approval of a proposed PPDR program by FDEM and FEMA, Thompson will implement and document the program to maximize available reimbursement. PPDR programs may include:

- Vegetative, construction and demolition (C&D), and mixed waste debris removal
- Residential and commercial structural demolitions
- Leaner, hanger, and stump removal

In managing, monitoring, and documenting PPDR programs, Thompson will develop a property identification number for each property. Each property will have a PPDR "packet" that documents the following information:

- Ordinance granting legal authority under which the private property debris removal work was performed
- Documentation of all necessary actions taken to satisfy the requirements of the ordinance
- Notification to property owner
- Posting on property
- Executed Right-of Entry Agreement
- FEMA/FDEM Approval
- FEMA Historic Preservation (HP) review and approval
- Documentation of asbestos abatement (if necessary)
- Documentation of utility disconnections (if necessary)
- Field documents and site schematic documenting eligible work performed
- Before/after photographs
- Property close-out documentation

13. Special Debris Removal Monitoring

The damage caused by hurricanes often necessitate the need for special debris removal programs which include, among others:

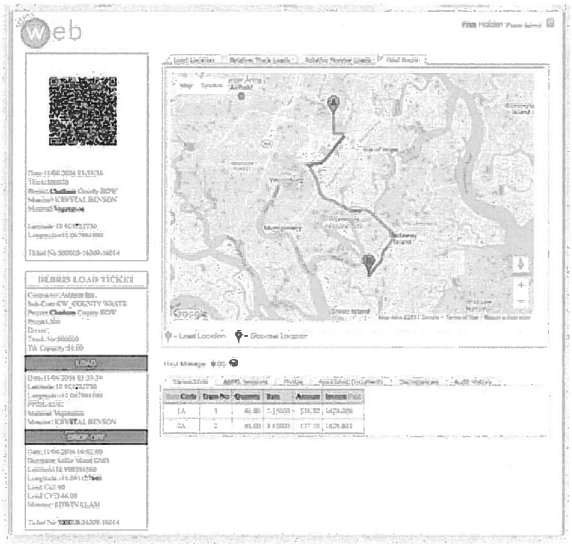
- Waterway debris removal
- Debris removal from storm drains and catch basins
- Abandoned vehicle/vessel removal

To the extent necessary, Thompson management staff will review existing maintenance records to establish the pre-disaster conditions and ensure compliance with FEMA policy and work with the County's contractors, FEMA, FDEM, NRCS and other regulatory agencies to expeditiously remove storm generated debris from affected public facilities. Special debris program monitors will be responsible for:

- Demonstrating that the debris/sediment/vehicle presents a hazard or immediate threat to public health and safety
- Ensuring that only eligible debris is removed as defined by FEMA PAPPG from approved public areas
- Ensuring that contaminated debris/soil is handled, processed, and disposed in accordance with the type of contaminant
- Verifying that any contaminated disaster-related debris is addressed by the specialist from FDEM and/or EPA and managed appropriately in the designated areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measure the eligible debris removal in accordance with the County's contract (i.e. linear foot)
- Ensuring vehicles or vessels are abandoned, e.g. the vehicle or vessel is not the owner's property and ownership is undetermined
- Verifying and documenting the chain of custody, transport and disposal of the vehicle or vessel
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

14. Accumulate Daily Field Data

Thompson uploads daily debris collection and disposal information from our ADMS system into a secure electronic disaster debris data management system that summarizes debris quantities to include collection and disposal information by date, debris type, collection zone, and collections and disposal location.



Thompson will plot daily collection totals using GIS software and provide the County with a map of daily collection operations and cumulative debris removal to date. Thompson's graphical reporting tools can provide the County with the collection information needed to make critical decisions and report progress to the public.

In addition the Thompson data management system will serve as an electronic clearinghouse for photographs, electronic "ticket" transaction images, and other field reports developed to document the debris removal operation.

The following information further outlines Thompson's data management operations and capabilities. Our scalable approach has been developed to accommodate both small and large scale activations and multiple debris removal contractors.

Data Management, Project Tracking, and Computer Accountability Programs

Thompson utilizes technology as integral part of its approach to providing debris removal monitoring services for purposes of quality assurance/quality control (QA/QC), contractor invoice reconciliation, and reporting. Each day Thompson queries and reviews truck certifications, load transactions, and unit rate transactions. This data is then used for the following purposes.

Quality Assurance/Quality Control

A critical component of the debris removal monitoring firm's responsibilities is to identify and correct any impropriety that may occur in the debris removal process. To do this, Thompson leverages its data management system to provide QA/QC through standard data queries. Such queries and parameters include:

- **Count of loads by collection truck**
- **Trip time per load**
- **Trip distance**
- **Average load call by truck**
- **Average load call by disposal monitor**
- **Count of loads by collection location**

Thompson cross references real-time data with boundary GIS mapping provided by the County. Any outliers are provided to the County and Contractor for review and resolution.

Reporting

The final tool employed by Thompson through its data and document management system allows us to timely report progress of debris removal to the County. This reporting tool is flexible and can be tailored to report debris removal by any number of parameters. In the past we have reported debris removal according to the following:

- **Percent of total estimate complete**
- **By GIS grid**
- **By Service Area**
- **By voting precinct**
- **By County political district (council districts, commission district, etc.)**
- **FEMA eligible versus state aid eligible**
- **Quantity by DMS**
- **By material type (vegetative, C&D, white goods, etc.)**

Thompson will review the QA/QC reports each day to identify anomalies. In most cases these anomalies are explained through investigations of circumstances surrounding the irregularity. Our experience has shown that the mere fact that debris removal contractors and monitors are aware that such metrics are being monitored deters impropriety.

In addition to the cumulative debris collection and financial report, Thompson will coordinate with the contractor to provide morning summaries that will address the following:

- **Number of crews deployed**
- **Types and quantities of equipment deployed**
- **Equipment/crew/monitor assignments (area/zone)**
- **Status of DMS operations**
- **Changes in operational status or problems encountered since previous report**

15. Reconcile Contractor Invoices

Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the County. In order for contractor payments to be verified as accurate and correct Thompson verifies truck certification, load transactions and unit rate transactions with its database. The reconciliation will include a review of the collection date, time, and location, as well as the debris volume, disposal time and location submitted by the Contractor against the data maintained by Thompson on behalf of the County. Upon completing the verification of each record being claimed for payment, Thompson will render a payment recommendation to the County. Thompson's payment recommendation will include the following:

- A copy of the contractor invoice
- Invoice back-up organized by program, date, service type, contract line item, and location
- A summary of discrepancies identified
- A payment recommendation report
- A cover letter summarizing the reconciliation findings and payment recommendation

Grant Application, Administration & Management Services

Thompson consultants possess expertise in a variety of grant programs and are able to assist the Town in maximizing grant funding, retaining obligated funds, and ensuring the County is prepared for audit and closeout. Committed to providing staff with real-life experience and success in managing grant programs including those of FEMA, FHWA and HUD, Thompson's staffing and approach will be adjusted based on the situational needs of the County.

The FEMA Public Assistance (PA) Grant Program is the most common grant program funding disaster response and recovery projects for local governments. Thompson consultants have successfully assisted local governments, states, and FEMA in applying for and administering FEMA PA funding. What sets Thompson apart from other firms is our ability to maximize federal funding through efficient management of the County's FEMA PA participation, while capitalizing on additional federal grant sources to provide the County a complete recovery including community development and mitigation opportunities. The following sections provide a brief overview of the types of services Thompson may provide to the County under the FEMA PA program and other long-term recovery grant programs.

FEMA Public Assistance Consulting

Thompson will assist the County with developing Project Worksheets (PWs) and necessary documentation to substantiate cost claims to FEMA for the Public Assistance (PA) program. Thompson will deploy consultants to coordinate PA operations with FDEM and FEMA officials and prepare small and large project PWs to capture eligible costs incurred by the County. Throughout the PA process, Thompson carefully tracks all associated labor and expenses in accordance with FEMA DAP 9525.9, outlining eligibility requirements for reimbursement of Direct Administrative Costs (DAC), allowing the County to be reimbursed for the majority of Thompson's PA Consulting costs. Though some costs may remain ineligible for reimbursement by declaration in federal guidelines (i.e. indirect costs for FEMA PA), Thompson's emphasis on efficient performance and accurate cost tracking will ensure the County receives maximum reimbursement for Thompson's services.

Thompson applies a forward-thinking, collaborative, and cost-effective approach to FEMA PA consulting. Our tried and tested consultants are knowledgeable of PA program policy, requirements, and best-practices and draw upon experience to make certain PWs are efficiently and properly prepared, and whenever possible, are audit-ready at the time of submission. Through encouraging transparency between

the County, FDEM, and FEMA, Thompson will seek to expedite the County's recovery process, maximize reimbursement, and limit the need for post-submittal administration including audit preparation and appeals support.

Thompson consultants have experience preparing and administering PWs in all categories of work (A-G). Thompson's primary tasks associated with FEMA PA application, management, and administration include the following:

Table 3: FEMA Public Assistance Consulting Services and Approach

Service	Description
1. Preliminary Damage Assessment (PDA)	Assist the County with damage assessment immediately following a disaster event in order to accurately capture estimated damages and provide state and federal officials the information required to warrant a presidential disaster declaration, activating opportunities for federal funding.
2. Data Collection and Documentation Management	Establish and maintain a documentation management process to quickly and completely capture costs associated with response and recovery. Prepare supporting documentation to fulfill grant application, reporting, and audit requirements.
3. Site Visits	Conduct site visits to damaged facilities, document damages and dimensions, collect GPS location and photographs.
4. Project Description and Scope Development	Complete detailed damage descriptions and scopes of work to include as narrative in PWs. Fully and accurately capture all damages to ensure the County's applications are submitted for maximum reimbursement of all eligible costs.
5. Project Cost Estimation and Documentation	Prepare cost estimates and supporting documentation for incomplete projects and large projects. Include in PWs to obtain small project reimbursement and expedited payment of large projects.
6. Insurance Review and Subrogation	Identify insurance proceeds due to and/or received by the County for projects to be submitted for PA funding. Adjust funding requests appropriately.
7. Small and Large Project PW Preparation and Development	Preparation of PWs, grant application development for projects in all categories of work (A-G). Maintain collaboration with the County, state, and federal officials throughout the process.
8. Alternate and Improved Project Funding Consultation	Prepare justification and requests for alternate and improved projects when appropriate.
9. Hazard Mitigation Funding Support (Section 406)	Identification of Section 406 hazard mitigation opportunities to reduce or eliminate the future threat of damages. Development of grant applications and grant/program management of mitigation project activities.
10. Special Consideration Assistance	Assist the County in addressing potential environmental, historical, insurance, and federal compliance concerns associated with grant funded projects.
11. Construction Inspection	Construction Engineering and Inspection (CE&I) services and contractor monitoring of construction projects.
12. Grant/Program Administration and Financial Reconciliation	Administrative support associated with program reporting requirements, payment requests, and financial management of grant expenditures and reimbursement funding.
13. Interim and Final Project Inspections	Perform interim and final inspections of large projects to ensure compliance with project schedules and grant program requirements.
14. Evaluate and Estimate Cost Under/Overruns	Review of PW estimates and actual project costs to identify discrepancies. Include in PW versions to ensure the County is fully and accurately reimbursed and prepared for audit.
15. Prepare PW Versions for Closeout	Prepare final PW versions incorporating any changes or alterations to projects prior to grant closeout. Coordinate with FDEM and FEMA to complete and submit for final approval.

Service	Description
16. Grant Closeout Services	Final reconciliation of expenditures to grant funds and insurance proceeds received. Adjustments for cost over runs and under runs to provide County with complete recovery.
17. Audit Assistance/Defense	Prepare final documentation required for audit. Review audit findings and address any additional requests for clarification or adjustments.
18. Appeal Development	Develop and prepare appeals of denied reimbursement of perceived eligible costs. Submit appeals within mandated deadlines that best defend the County and seek to maximize recovery and reimbursement.
19. Direct Administrative Cost (DAC) Recovery	Accurately capture and document Thompson's eligible direct administrative costs and recover substantial portions of the costs associated with Thompson's services, and any eligible services performed by County staff, as provided in FEMA policy.

The tasks above will be conducted in order to develop and submit Project Worksheet form - FF 90-91 and required backup information to include: category of work, damage description, scope of work, cost figures and supporting schedules, photographs, GPS coordinates, and other substantiating information required by FEMA, as described in the newly issued Public Assistance Program and Policy Guide, FP 104-009-2.

Long-Term Recovery and Grant Management Support

Successful recovery requires a comprehensive approach aimed at fulfilling long-term County goals that not only assist in an expedited emergency recovery process, but strengthen County infrastructure to reduce or eliminate damage during future events. Thompson's consulting team is composed of multi-faceted professionals possessing experience with a variety of long-term recovery grant programs. Each team member's detailed understanding of various grant programs makes Thompson uniquely qualified to maximize the County's federal funding opportunities and execute long-term recovery and mitigation strategies. In addition to PA and general grant management support, Thompson commits to seeking out additional grant funding and providing the County expertise in the following programs among others.

- FEMA Hazard Mitigation Grant Program (HMGP)
- FEMA Pre-Disaster Mitigation (PDM)
- FEMA Flood Mitigation Assistance (FMA)
- FHWA Emergency Relief Program (ER)
- HUD Community Development Block Grants (CDBG)
- NRCS Watershed Protection Program
- USDA Disaster Recovery Program
- FSA Disaster Recovery Program

Utilizing one or a combination of multiple of the grant programs listed above, among numerous other grant sources that may become available to the County, Thompson commits to proactively identifying opportunities to maximize federal funding. Many of these grant programs are available to the County outside of a presidential disaster declaration. Regardless of the County's active involvement in disaster response and recovery, should the opportunity to fulfill County goals through obtaining federal funds arise, Thompson stands ready to provide grant-related support.

Please see the sample list of long-term recovery and grant management support services, below, that Thompson can provide to the County.

Table 4: Long-Term Recovery and Grant Management Services

Service	Description
1. Project Identification and Ranking	Collaborate with County representatives to identify and rank projects contributing to the long-term recovery of communities.
2. Long-Term Recovery Planning	Assist officials in developing plans to execute priority projects.
3. Community Outreach	Facilitation and management of community call centers and public outreach meetings.
4. Benefit-Cost Analysis (BCA)	Utilize FEMA's established BCA software to demonstrate financial effectiveness and benefit of proposed projects.
5. Construction Inspection	Construction Engineering and Inspection (CE&I) services and contractor monitoring of construction projects.
6. Grant/Program Administration and Financial Reconciliation	Administrative support associated with program reporting requirements, payment requests, and financial management of grant expenditures and reimbursement funding.
7. Engineering, Design, and Administrative Cost Recovery	Monitor and track reimbursable engineering and administrative costs to minimize the County's financial burden.
8. Interim and Final Project Inspections	Perform interim and final inspections of large projects to ensure compliance with project schedules and grant program requirements.
9. Grant Closeout Services	Final reconciliation of expenditures to grant funds and insurance proceeds received. Adjustments for cost over runs and under runs to provide the County with complete recovery.

Emergency Management Planning and Training

Part of Thompson's commitment to pre-positioned clients is providing planning and training services to the communities we serve. Our team is constantly expanding education, training, and field experience in the disaster debris monitoring, grant management, and emergency management fields and will share their knowledge with County leadership and staff. Following contract award, Thompson will coordinate training schedules with the County to provide departments and key staff members training which will address prioritized topics, as requested by the County. Thompson can provide a variety of planning services, training programs, and tools and templates that can be utilized by the County in future disasters, or participate in exercises related to the County's disaster preparedness, response, and recovery. A listing of sample services that can be provided to the County is outlined in the table below.

Table 5: Emergency Management Planning, Training and Support Services

Service	Description
1. Mitigation Planning and Support	Review hazard mitigation plans (HMP) and provide the County strategies to implementing long-term resiliency measures. Conduct or train County staff to prepare Benefit-Cost Analysis, provide project management support, train County staff in environmental and historical requirements of mitigation programs, and augment County staff to complete mitigation applications and projects.
2. Comprehensive Emergency Management Planning	Review and provide revision recommendations for Emergency Operations Plan (EOP), Continuity of Operations Plan (COOP), and/or additional requested County plans. Provide County with written and exercised guidance to assist in future disasters and emergencies.
3. Disaster Debris Management Plans (DDMP)	Provide hands-on guidance during the County's planning strategies. Update regularly to ensure accuracy and maintain County's eligibility for increased federal PA cost-share under the FEMA PAAP Pilot Program and FEMA PA

Service	Description
	Program and Policy Guide.
4. FEMA Public Assistance (PA) Training	Conduct training courses on the FEMA PA program for County officials and key departments expected to incur costs. Discuss eligibility and documentation requirements, as well as best-practices to help maximize likelihood of receiving reimbursement while minimizing the County's administrative burden.
5. Identification of Debris Management Sites	Identify and rank multiple potential DMS sites and submit to County for approval and action.
6. Procurement Assistance	Offer procurement assistance related to contracting with debris removal contractors, engineering or architectural firms, and additional contractors relevant to the County's response and recovery efforts. Thompson will ensure procurements are in compliance with County, FDEM, and FEMA requirements so that funding is not jeopardized due to improper procurement practices.
7. Project Management	Provide long-term project management support for permanent work projects, mitigation activities, and other grant-funded projects. Management of task forces assigned to project, County stakeholders, and County contractors.
8. Executive Guidance to County Commissions, Boards, and Panels	Subject-matter and program management expertise to ensure County leadership is knowledgeable of the County's response and recovery status as well as involvement in federal programs.
9. Public Information Support	Provide technical support and assistance in the development and disbursement of public information notices. Conduct community outreach meetings, host telephone call centers, and provide general public relations support as requested.
10. Other Training and Assistance as Requested by the County	Thompson is prepared to provide additional training or assistance requested by the County as related to debris removal and monitoring, grant management, emergency management, and additional County concerns that may arise.
11. Other Reports and Data as Required by the County	Thompson utilizes numerous reports and data sources in our daily operations serving local governments. Thompson is prepared to deliver or prepare reports and data that may be required by the County.

FEE SCHEDULE

At the request of Escambia County, Florida (County), Thompson is providing the following schedules of hourly rates for the requested professional services. The rate schedules have been organized in accordance with industry standards for the provision of all hazards preparedness, planning, consulting, and recovery services. The hourly labor rates include all applicable overhead and profit. All non-labor project costs, such as approved travel, per-diem, meals, and rental of specialized equipment will be pre-approved by the County and billed at cost without mark-up.

Table 1: All Hazards Preparedness and Planning Services

Positions	Hourly Rates
Project Manager	$ 120.00
Senior Consultant	$ 95.00
Emergency Management Consultant	$ 82.50
Emergency Management Specialist	$ 62.50
Emergency Management Analyst	$ 50.00
Office/Clerical	$ 28.00

Table 2: Debris Removal Monitoring Services

Positions	Hourly Rates
Project Manager	$ 95.00
Operations Manager	$ 85.00
Environmental Specialist	$ 75.00
Data/Invoicing Manager	$ 65.00
Field Supervisor	$ 55.00
Debris Monitors	$ 34.00
Clerical Assistant	$ 28.00
Automated Debris Management System (ADMS)	$ 2.50

Table 3: Post Disaster Grant Program Consulting Services

Positions	Hourly Rates
Project Manager	$ 120.00
Project Engineer	$ 115.00
Senior Grant Management Consultant	$ 95.00
Grant Management Consultant	$ 85.00
Environmental Scientist (Regulatory Support)	$ 95.00
Grant Management Specialist	$ 75.00
Grant Management Analyst	$ 55.00
Field Site Inspector	$ 49.00

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-19. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, approving Consent Agenda Item 1 through 19, as follows, with the exception of Item 10, which was held for a separate vote:

1. Taking the following action concerning default on the purchase of County-owned real property located at 1313 West Jackson Street (Account #: 15-0740-000, Reference #: 00-0S-00-9060-072-063); this parcel is located in District 2:

   A. Declaring Olivia Rogers, the successful bidder of the parcel referenced above, to be in default of the terms of the Contract between her and the County for the purchase of the County-owned parcel located at 1313 West Jackson Street for failure to close in the timeframe prescribed by the terms of the Contract;

   B. Retaining the deposit made by Ms. Rogers, in the amount of $743.40, for the parcel located at 1313 West Jackson Street; and

   C. Authorizing the parcel to be re-advertised for sale at another auction.

This action was amended on June 21, 2018, by CAR I-8, to correct scrivener's errors

2. Taking the following action regarding the Florida Commission for the Transportation Disadvantaged Trip & Equipment Grant Application (Funding: the Florida Commission for the Transportation Disadvantaged is expected to provide 90% of the funding, in the amount of $613,951; this Grant requires a 10% match; this amount, $68,217, is budgeted in Fund 104 Cost Center 211215):

   A. Adopting, and authorizing the Chairman to sign, the Resolution [R2018-57] authorizing the County Administrator to be named as the Board's Registered Agent in Florida;

   B. Approving, and authorizing the County Administrator to sign, the Transportation Disadvantaged Trip & Equipment Grant Application Form; and

   C. Approving, and authorizing the County Administrator to sign, the Transportation Disadvantaged Trip & Equipment Grant Standard Assurances.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

2018000644

11. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Thompson Consulting Services, LLC, per the terms and conditions of PD 17-18.007, Debris Monitoring Services, to authorize the following (funding for A and B: Fund 401, Solid Waste, Cost Center 230301, Object Code 53101, $15,000; funding for C: the funding source will be determined when the event occurs):

    A. The review and revision of the current debris management plan, in the amount of $7,500;

    B. The review, revision, and bidding assistance on debris reduction and removal RFP [Request for Proposal] in the amount of $7,500; and

    C. Post-Disaster Preparedness and Planning Services, Debris Removal Monitoring Services, and Consulting Services, as described in the Consultant's Scope of Work for Debris Removal Monitoring Services attached to the Agreement as **Exhibit C**, and corresponding Fee Schedule, attached to the Agreement as **Exhibit D**.

2018000645

12. Adopting the Resolution [R2018-60] approving Supplemental Budget Amendment #120, Local Option Sales Tax III Fund (352), in the amount of $500,000, to recognize proceeds from a State of Florida Department of Transportation State-Funded Grant Agreement (FPN 437039-4-54-01) and to appropriate these funds for the County Road 184 (Muscogee Road) Phase IVB Freight Corridor project.

2018000646

13. Adopting the Resolution [R2018-61] approving Supplemental Budget Amendment #121, Local Option Sales Tax III Fund (352), in the amount of $397,400, to recognize proceeds from a Federal Emergency Management Agency and Florida Division of Emergency Management Hazard Mitigation Grant Program Agreement (#18HM-H4-01-27-01-XXX) and to appropriate these funds for the 1000 Pinoak Lane Acquisition, Demolition, and Open Space Conversion Project.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16610 **County Administrator's Report 9. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 08/15/2019
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. Water and Youth Safety Pensacola, in the amount of $2,500; and

B. Lutheran Services Florida, Inc., in the amount of $3,500.

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):

Water and Youth Safety Pensacola - $2,500

Lutheran Services Florida Inc. - $3,500

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 Bard of County Commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Water and Youth Safety Pensacola

Lutheran Services Florida 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

August 1, 2019

Water and Youth Safety Pensacola
Attn: Jack Lynch
4540 Regency Court, Pensacola FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated July 14, 2019.

Dear Jack Lynch,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $2500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ 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: Water and Youth Safety Pensacola DATE 07/14/2019

POINT OF CONTACT Jack Lynch PH# (850) 293-9953

☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

EMAIL ADDRESS: jack.lynch@mygulfre.com

DATE FUNDS NEEDED (The BOCC will process) 09/13/2019 AMOUNT REQUESTED: ~~$ 5,000~~ $2,500.00

CHECK PAYABLE TO: Water and Youth Safety Pensacola

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 4640 Regency Court 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
Jack Lynch

TITLE OF CERTIFYING OFFICIAL
President

SIGNATURE (Digital)
Jack Lynch

DATE
07/14/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $2,500.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT				DAVID MORGAN, SHERIFF

Date processed 8/2/19

8/1/2019
DATE

ORIGINAL

1-2018

ORGANIZATION/AGENCY NAME:

Water and Youth Safety Pensacola

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 the attached letter to explain our request for our two events (Pensacola Water Safety Day) in detail.

We are now hosting 2 events per year so we would designate $2500.00 for each event. We provide

lifeguards, transportation, refreshments and T-shirts for the participants and we provide shirts and meals for approximately 75 volunteers at each event. Each event reached around 400 2nd grade students and the cost per student is around $15.00 meaning it cost us about $6000.00 to run each event.

These are not events which requires tickets, etc for the Sheriff's Department to be active participants. We would love to have officers stop by to observe, help with general supervision or to jump in the water for a session to work with the students.

We have a website (www.wayspensacola.org) and a Facebook page(www.facebook.com/Pensacola WaterSafetyDay/). Please visit either or both to see more about what we are doing to help the youth ofPensacola WATER SMART to keep then WATER SAFE!

July 29, 2019

Escambia County Sheriff's Department
P. 0 Box 18770
Pensacola, Florida 32523

Good Afternoon:

I am writing today to request a sponsorship for Water and Youth Safety, Pensacola for our Water Safety Day events. You have been a generous sponsor in the past and we hope that you will once again help us with our mission of teaching water safety skills to 2nd grade students in Escambia County.

Although our (501c3) Non-Profit, WAYS, was just formed in 2016 we have been conducting the Water Safety Day event since 2012 and have been doing classroom sessions since 2009 with the intent of reaching students who typically do not have access to swim lessons. Unfortunately, due to economic hardship and cultural norms, minorities are usually left behind. A joint study by the University of Memphis and the USA Swimming Foundation found that 70% of African Americans and 60% of Latinos do not know how to swim. The same study showed that if a parent does not know how to swim that there is only a 13% chance that a child in the household will learn how to swim. Additionally the Center for Disease Control says that African American children drown at a rate of nearly three times higher than that their Caucasian peers. These are all reasons why we targeted the more improvised communities when we began our endeavors.

If you happen to be unfamiliar with our event, what follows is a basic rundown. The students are first introduced to basic water safety skills at their respective schools by two of our committee members during the week leading up to our event. This "in class" lesson is to give them a basic knowledge of water safety whether they are able to attend the event or not. On the day of the event, children are separated into two stations. Students at the first station learn how to use a life jacket and learn valuable rescue techniques around water. The second station students get into the water and learn the basics of what to do in case they find themselves in the water unintentionally. Both groups last about 20 minutes then the groups come back together to enjoy some fun time in and around the pool.

In all, we typically have 70+ volunteers from several groups including the Pensacola Association of Realtors, the Greater Pensacola Aquatic Club, the City of Pensacola, the Santa Rosa Island Authority, Escambia County Schools and SEASTAR Aquatics. These volunteers along with the Board members, committee members and others donate approximately 400 hours or $9228.00 ($23.07 per volunteer hour) to each event.

This year's fall event will be held on Friday, September 13, 2019 at the Hunter Pool. We'll have students there from about 9:30-1:15. We would love to have the Chief and/or any other representatives from the Pensacola Police Department stop by and visit with the kids.

The students benefit greatly from this event as they learn basic water safety skills that will help keep them safe in an area that, according to the Escambia County Property Appraiser's Office, has over 34,000 residences with a pool or which are located on our 20 plus area waterways.
Our goal is to expand the program to reach every 2nd grade student in Escambia and Santa Rosa Counties, as we see a tremendous need for these life-saving skills. This is particularly striking when the Center for Disease Control tells us that approximately 10 people drown every day in the USA and that drowning is the 2nd leading cause of childhood unintentional death for children under the age of 14. This is why we need to make our children "WATER SMART to keep then WATER SAFE".

We truly appreciate your support!!!

Jack Lynch

Jack Lynch
President
WAYS Pensacola
850-293-9953
info@wayspensacola.org

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 19 2016

WATER AND YOUTH SAFETY PENSACOLA INC
4640 REGENCY COURT
PENSACOLA, FL 32504-0000

Employer Identification Number:
81-3563470
DLN:
26053687003066
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
August 4, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

0030509 11/16/10

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8017082704C-8	08/20/2016	08/31/2021	501(C)(3) ORGANIZATION

This certifies that

WATER AND YOUTH SAFETY PENSACOLA INC
4640 REGENCY CT
PENSACOLA FL 32504-9132

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

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.
Water and Youth Safety Pensacola 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)

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.)
4640 Regency Court

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
8 1 - 3 5 6 3 4 7 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 ▶ Philip M Kraus | Date ▶ 8-7-17

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

August 1, 2019

Lutheran Services Florida Inc.
Attn: Valeria Slevin
4610 West Fairfield Drive, Pensacola FL 32506

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated July 24, 2019.

Dear Valeria Slevin,

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 $3500. 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: Lutheran Services Florida INC DATE 07/24/2019

POINT OF CONTACT Valeria Slevin PH# 850-453-2772

EMAIL ADDRESS: valeria.slevin@lsfnet.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 10/01/2019 AMOUNT REQUESTED: 3,500

CHECK PAYABLE TO: Lutheran Services FL Northwest SNAP

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 4610 West Fairfield Drive City Pensacola State FL Zip Code 32506

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 BD (Initial)

NAME OF CERTIFYING OFFICIAL: Beth Deck

TITLE OF CERTIFYING OFFICIAL: Regional Director

SIGNATURE (Digital): Beth A. Deck, NW Regional Director

DATE: 07/24/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	
SHERIFF		☑	☐	
CFO ASSISTANT				

AMOUNT APPROVED $3,500.00

Date processed 8/2/19

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

DAVID MORGAN, SHERIFF

DATE 8/1/2019

ORIGINAL

ORGANIZATION/AGENCY NAME:

Lutheran Services Florida 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

Lutheran Services SNAP, which stands for Stop Now and Plan, is an evidenced-based cognitive-behavioral model, created by the Child Development Institute. This model was introduced to Florida through DJJ and is now funded through DJJ and the Florida Network. Snap helps troubled children and their parents learn how to effectively manage their emotions and "keep their problems small".

The gender-sensitive SNAP Boys and Girls program is designed for children ages 6-11 who are engaging in aggressive, anti-social behavior and/or have come into contact with authority figures at school or in the community. Trained staff works with each family to assess challenges and problems and develop an action plan. Children and families participate with the goal of preventing future anti-social behavior and reducing the chances of conflict with family, peers and authority figures.

SNAP Boys and Girls meets one time a week over a period of 13 weeks. Parents and children are in separate groups where the children are engaged in activities including discussions, role-playing and interactive games, while the parents learn effective child management skills and SNAP strategies.

During the 13-week groups, families are provided sibling care, a meal and transportation as needed. The boy's groups are also provided a snack at the beginning of each group. The children receive incentives (treasure box) for completing their weekly home practices or "code missions," and case management is provided for the parents. The program works with families to help reduce issues or barriers families might encounter that prohibit their participation.

Lutheran Services SNAP is requesting the donation towards the weekly meals and snacks that the families are provided. The ability to provide transportation for some families and to provide the participating children with their ongoing incentives for home practice completion.

During the past year of Lutheran Services offering SNAP in the Pensacola area, we have provided 5 group cycles, with a total of 22 families and 75 individuals participating in all or some of the groups since October of 2018. We are hoping to continue increasing the number of families participating, as word of this amazing program spreads.

We are in continual need of additional funds towards weekly meals, paper products (plates, napkins, forks, cups), bottled water, and snacks. Families are encouraged to take any leftovers from the meals home with them each week. Children are allowed to take as many snacks home with them as they want as well, due to many of our families struggling financially. In addition we strive to keep the treasure box full for the kids, as incentive to work on their SNAP during the week with their parents. Any assistance towards this amazing, family focused, prevention program would be greatly appreciated and used to the benefit of participating families. Thank you in advance for your consideration of assisting the LSF SNAP program in Pensacola.

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248367584
Nov. 19, 2013 LTR 4168C 0
59-2198911 000000 00
00017810
BODC: TE

LUTHERAN SERVICES FLORIDA INC
3627A W WATERS AVE
TAMPA FL 33614

044168

Employer Identification Number: 59-2198911
Person to Contact: Mrs. Scheper
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Nov. 07, 2013, 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 October 1993.

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)(i).

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.

0248367584
Nov. 19, 2013 LTR 4168C 0
59-2198911 000000 00
00017811

LUTHERAN SERVICES FLORIDA INC
3627A W WATERS AVE
TAMPA FL 33614

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Richard McKee, Department Manager
Accounts Management Operations

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012671926C-3	10/31/2016	10/31/2021	501(C)(3) ORGANIZATION

This certifies that

LUTHERAN SERVICES FLORIDA INC
3627A W WATERS AVE
TAMPA FL 33614-2783

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. 10/15

FLORIDA

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.

Form **W-9**
(Rev. October 2018)
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.
Lutheran Services Florida, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ 501(c)3

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3627 West Waters Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Tampa, Florida 33614

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	–	2	1	9	8	9	1	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 12/17/18

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.*

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16612 **County Administrator's Report 9. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 08/15/2019
Issue: Appointments to the Escambia-Pensacola Human Relations Commission
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointments to the Escambia-Pensacola Human Relations Commission - Janice P. Gilley, County Administrator

That the Board appoint two of the following individuals to the Escambia-Pensacola Human Relations Commission (EPHRC), to serve a two-year term, effective through May 1, 2021:

1. Sarah Ballew;
2. Sandra Donaldson;
3. Harold Griffin, Jr.;
4. Casey Harris;
5. Christina Pizza;
6. Harry Thomas; or
7. Brian Wyer.

A Community and Media Relations General Alert was posted on July 12, 2019, seeking volunteer applicants for the EPHRC.

BACKGROUND:

The Escambia-Pensacola Human Relations Commission has been re-established under County Ordinance 2019-13, as approved by the Board on March 7, 2019, to provide the community with assistance in reviewing and resolving employment and fair housing discrimination complaints and improve community relations for persons in Escambia County. Under the new EPHRC structure, one County Commissioner must be appointed for a two year term to perform ex officio the functions of an additional office and four citizens must be appointed by the Board

to serve as members for a two year term. The City will separately appoint one ex officio member from City Council plus three general members for two year terms.

Resumes of the general applicants are provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Ordinance 2019-13, Board approval is required for all its appointments to the Escambia-Pensacola Human Relations Commission.

IMPLEMENTATION/COORDINATION:

Per the recently approved Ordinance, the Neighborhood Enterprise Division Manager will serve as staff liaison to the EPHRC and assist as needed to support the EPHRC Board.

Attachments

Sarah Ballew - Letter of Interest and Resume
Sandra Donaldson - Letter of Interest and Resume
Harold Griffin, Jr. - Letter of Interest and Resume
Casey Harris - Letter of Interest and Resume
Christina Pizza - Letter of Interest and Resume
Harry Thomas - Letter of Interest and Resume
Brian Wyer - Letter of Interest and Resume
EPHRC General Alert

July 20, 2019
Shamara Jernigan
ECBC
P.O. Box 1591
Pensacola, Florida 32502

Ms. Jernigan:
Please review and consider my interest in the volunteer position with the Escambia-Pensacola Human Relations Commission. I have spent my career as a Social Worker involved in the promotion of justice and equal opportunity for all citizens, particularly for those in a disadvantaged position.

I currently am with the Social Work Department at the University of West Florida, where I oversee and evaluate students who are placed in community agencies as part of their academic requirements for receiving a Social Work degree. This experience has enabled me to work with various area private and public sector services and witness first hand what is, and what should be available to the citizens of Escambia County.

I am aware that this appointment requires a two year commitment. I would be honored to participate.

Please feel free to contact me at 850-261-5685, or msarahballew@att.net

Sincerely,

M. Sarah Ballew, MSW, ACSW

M. Sarah Ballew
3200 Silverleaf Drive
Pensacola, Florida 32504

Education

BA-Social Work-University of Michigan 1984
BA-Sociology-University of Michigan 1984
MSW-University of Michigan 1985

Career Experience

2012-Present
University of West Florida-Field internship agency placement supervisor for UWF students in the Social Work Program. Monitoring compliance and progress in accordance with a CSWE academic requirements for BSW and MSW degree. Agency field placement visits/consultation. Evaluating and completing mid-term and final learning contract compliance.

State 2012-2013
of Florida Department of Elder Affairs Ombudsman Program-
Advocacy position, overseeing residents' rights in LTC facilities; investigating complaints; State Council Representative for District 1. Volunteer position.

2011-2013
West Florida Hospital-Psychiatric Social Worker for the Inpatient Mental Health Unit. Providing Social Work services for patients and families from admission to discharge. Staff training in Social Work interventions and psycho-therapy group techniques.

2001-2010
Owner/operator of Ann Arbor Couples Clinic-private practice specialty clinic. Managerial oversight and psychotherapist for couples/families.

1991-2001
State of Michigan-Medical Social Work Consultant for Licensing and Regulation Department. Providing regulatory surveys for Long Term Care/Medical Facilities. Investigating resident rights complaints. Representing at Judicial Hearings. Overseeing and adjudicating Medicaid and Social Security Disability claims.

Membership

NASW
ACSW

Shamara J. Jernigan

From: Sandra Donaldson <sdonaldson@healthcarewithinreach.org>
Sent: Wednesday, July 17, 2019 4:38 PM
To: Board-Apply
Subject: EPHRC letter of interest
Attachments: Sandra_L._Donaldson_HR LOI.doc; Sandra L Donaldson resume HR Committee app.docx

Hello Ms. Jernigan,

Please see my attached letter of interest and resume to serve on the Human Relations Commission.

Sincerely,

Sandra Donaldson, MPA, MBA
Director of Patient Engagement

Community Health Northwest Florida
ADDR 2315 W Jackson St, Pensacola FL 32505
OFFICE 850 436-4630 x90130
FAX 850 436 2095
EMAIL sdonaldson@healthcarewithinreach.org
WEB healthcarewithinreach.org

Escambia Community Clinics, Inc. dba Community Health Northwest Florida is a Florida not-for-profit corporation designated as a Federally Qualified Health Center. Escambia Community Clinics, Inc. provides care and services to patients with emphasis on care for the uninsured and under insured. Escambia Community Clinics, Inc. is a member of the Florida Association of Community Health Centers. All patient information transmitted via email is considered confidential. All patient information in this email is intended for the addressed recipient only. If addressed recipient is not at this email address, please delete this email and notify sender immediately.

SANDRA L. DONALDSON

821 Jesse Drive
Cantonment, FL. 32533
(850) 206-4790
sandra97421@aol.com

DATE: July 17, 2019

TO: Ms. Shamara Jernigan
Escambia County Board of County Commissioners
P.O. Box 1591
Pensacola, FL. 32502

This letter is to express my interest to serve on the Escambia-Pensacola Human Relations Commission. By bringing my many positive attributes and experience in human relations, I will be a beneficial addition to the Commission by ensuring the promotion of fair treatment and equal opportunity to all.

OVERVIEW

I am the Director of Patient Engagement for Escambia Community Clinics, Inc. d/b/a Community Health Northwest Florida. My service qualifications include:

- Master of Public Administration degree received in Public Human Resource Management.
- Effective use of oral and written communication skills through keynote speaker presentations, webinars and other communication portals.
- Effectively analyzing program results to create a result driven culture of behavior and access change.
- Multitasking in a dynamic high paced environment.
- Compiling and analyzing statistical data to support communication efforts.
- Ability to mediate internal and external conflict resolution.

I can be reached by email at sandra97421@aol.com, or by cell at (850) 206-4790. Thank you for accepting my letter of interest and resume.

Sincerely,

Sandra L. Donaldson, MPA, MBA

Sandra Donaldson

821 Jesse Drive
Cantonment, FL. 32533
(850) 206-4790
Email: sandra97421@aol.com

EMPLOYMENT

February 2013-Current
Director of Patient Engagement
Community Health Northwest Florida
2315 West Jackson St.
Pensacola, FL. 32505

Escambia Community Clinics, Inc. d/b/a Community Health Northwest Florida. is a not for profit 501(c)(3) community health center was designated as a Federally Qualified Health Center (FQHC) by the Department of Health and Human Services, Health Resources and Services Administration (HRSA). Community Health Northwest Florida provides services throughout Escambia and Santa Rosa Counties in FL. and surrounding areas. Community Health Northwest Florida mission is to serve the medically underserved populations and health professional shortage areas. My role as the Director of Patient Engagement is to improve health outcomes for those most impacted by health disparities. I work with an alliance of organizations, agencies, businesses and individuals interested in assuring the availability and coordination of shelter, health care and related social services.

Major Duties include:

- Oversee patient navigation and referral processes to Community Health Northwest Florida from area hospitals and other community social service providers in an effort to divert non-emergent ED utilization.
- Address community prevention in order to improve health, safety, and health equity outcomes for Community Health Northwest Florida patients and the community at large.
- Develop healthcare project requirements and protocols for the first Elementary Community School in the state of Florida.
- Serves as the Patient Centered Medical Home administrator under the National Committee for Quality Assurance (NCQA) improving health care quality by achieving Level 2 certification that develops a pay for performance, systemic change and better health outcomes for those most affected by health disparities.
- Develop collaborative partnerships to include health equity, education and development of partnerships. Concepts enhance partnerships to include organizations with a collective community goal; to create a culture of health and wellness and to serve those most vulnerable.
- Conducts oral and written local, national and international communication presentations.

May 2012-February 2013
Office Manager
First Steps Pediatrics

5868 Creek Station Drive
Pensacola, FL. 32504

I managed the medical and office staff. I supervised staff to guarantee good patient flow and effective customer service. I conducted cost efficiency initiatives. I scheduled patient appointments and verify patient information. I handled all patient/parent concerns. I conducted all financial and accounting duties, including Quickbook reconciliation, printing checks and adding deposits. I balanced all monies collected and petty cash. I conducted payroll for medical staff and physicians based on productivity. I analyzed department regulations to ensure HIPPA, AHCA, JCAHO and OSHA requirements are met. I reviewed patient schedules in advance to appointment day to verify patient/staff ratio. I ordered all medical and office supplies. I handled all HR issues. I paid federal, state and property taxes. I paid the office mortgage and verified that all office insurances and liabilities are paid in a timely manner. I scheduled staff meetings and provided timely staff communications

January 2010 – May 2012
Admissions Specialist
Troy University
21 N. New Warrington Rd.
Pensacola, FL. 32507

I made initial admissions determinations. I conducted evaluations, which must adhere to AEC accreditation and determine transferable credit hours. I reviewed DANTES, CLEPS and College Board credits. I served as the liaison between the University and community. I worked with students to conduct education requirements. I targeted the strongest candidates for the institution. This involved data assembly and analysis, effective communications, and a robust, efficient admissions process.

EDUCATION

2016	**Columbia Southern University** **M.B.A. Healthcare Management**
2012	**Troy University** **M.P.A. received in Public Human Resource Management** **Nationally accredited Master of Public Administration program**
2001	**University of West Florida** **B.A., Legal Administration**

PROFESSIONAL REFERENCES

Anges Rivers
Escambia Community Clinics, Inc. d/b/a Community Health Northwest FL.
Clinical Director
(850) 346-7104

Commissioner Lumon May
Escambia Board of County Commissioners
District 3 & Chairman
(850) 723-9087

Published journal/article:

Center for Disease Control, Preventing Chronic Disease: **Community-Centered Health Home: Life on the Other Side of the Wall.** ESSAY — Volume 15 — May 24, 2018

https://www.cdc.gov/pcd/issues/2018/17_0510.htm

News Articles:

Yes! magazine article

http://www.pnj.com/story/news/2017/11/12/escambia-community-clinics-program-transforms-pensacolas-oakwood-terrace/839339001/

Poor diet leading to early deaths in Escambia County

Professional Organizations:

Impact 100

Achieve Escambia

Opening Doors of NWF: Board member (Board Secretary)

Awards/Nominations:

Nominated for the 2017 RWJF-National Civic League Award applicants

Leadership Pensacola, class of 2018 graduate

Shamara J. Jernigan

From: Harold Griffin Jr <haroldgriffinjr@itlsolutions.co>
Sent: Monday, July 15, 2019 3:06 PM
To: Board-Apply
Cc: District3
Subject: Volunteers Sought for Escambia-Pensacola Human Relations Commission

Good afternoon,

I am interested in volunteering/serving on the Escambia-Pensacola Human Relations Commission. I understand the commission and its purpose, which is to be responsible for the promotion of fair treatment and equal opportunity to all citizens of the local community. I would be honored to be apart of the EPHRC.

Thank you,

Harold Griffin Jr
Director of Business Development
www.rideitl.com

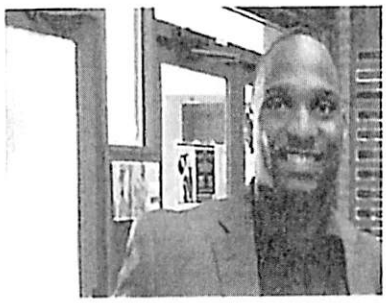
ITL Solutions

ITL Solutions

Resumes

Harold Edward Griffin Jr.

Email: haroldgriffinjr@itlsolutions.co



EDUCATION

Florida Agricultural & Mechanical University Tallahassee, Florida
(School of Business & Industry) Graduation: December 2013

Bachelor of Science in Accounting,
Minor in Business

SKILLS:

Leadership; Project Management; Financial Forecasting; Cost Accounting; Advanced Excel Skills; Logistics Data Analysis, Budget Development & Management; Fleet Management; Procurement; Financial & Strategic Planning; and Managing & Operating Working Capital

EXPERIENCE

Innovative Transport & Logistic Solutions **January 2016 – Current**

Director of Business Development

- Determined appropriate vehicle mix to meet demand and contractual requirements
- Manages agreement, performance standards and requirements on contractual agreements throughout assigned region (Northwest Florida)
- Ensures actual costs do not exceed budgeted cost on all contractual obligations in assigned region
- Leads project teams for RFP's to include relevant stakeholders and drives consensus on action plans

- Directly formulates cost proposals and collaborates with project team on building the entire proposal

Northwest Florida Transport & Limo **September 2015 – January 2016**

Fleet Manager

- registered and licensed all vehicles and keep inspections up to date
- maintained records in compliance with all state and federal regulations
- determined appropriate vehicle mix to meet demand and contractual requirements
- Managed fleet/independent contractors of over 10 vehicles (limo, van, sedans, wheelchair accessible vehicles)
- Forecasting and analyzing information against budget statistics on a weekly or monthly basis.

Navy Federal Credit Union **May 2014-September 2015**

Contact Center Lead

- Maintains equipment by evaluating and installing equipment; developing preventive maintenance programs; calling for repairs; evaluating and implementing upgrades.
- Monitoring random inbound calls to improve the quality, customer service, minimizing errors and tracking operative performance.
- Train agents on how to adequately address problem over the phone or how to write correspondence.
- Handling & resolving customer inquiries or complaints.
- Planning and supervising changes and managing the daily operations of call center representatives and staff

First Commerce Credit Union **December 2013-May 2014**

Bank Teller Supervisor

- Supporting the Staff by approving/overseeing transactions as needed, assisting with balancing issues and verifications of cash outages
- Performing & participating in monthly surprise cash audits
- Balancing the Currency Vault and the Coin Vault
- Scheduling, Supervising, Training and Developing Staff,
- Maintaining Customer Service standards, greeting customers, facilitating welcoming and customer focused environment
- Performing as paying and receiving teller in bank lobby
- Responding to customer inquiries and concerns and creating positive solutions

ITL Solutions

Pricewaterhouse Coopers (Elevate Program for Accounts) July 2013

- Shadow senior executives
- Assists in preparing of financial statements
- Completes clerical and filing work for senior executives
- Perform other duties as assigned

Fun Station October 2009 – December 2013

Customer Service Supervisor

- Ensure customer safety by assisting with games and rides
- Performed minor repairs to the Go-karts and game machines) - Secure the grounds and building for customer safety
- Reviewing the staff's performance, determining training needs and scheduling training sessions. - Handling & resolving customer inquiries or complaints.
- Coordinate with staff and resources for community outreach and involvement

AWARDS & ACHIEVEMENTS

- Academic Dean's list Spring 2010-Fall 2013
- National Honors Society NHS Phi Sigma Theta 2011, 2012, 2013
- National Association of Black Accountants
- Sept 2015- Jan 2016 NWFL Transport increased sales by 200% from previous year
- Sept 2015 -Jan 2016 NWFL increased
- Jan 2016

REFERENCES AVAILABLE UPON REQUEST

Shamara J. Jernigan

From: R C <charris@rcspf.com>
Sent: Thursday, August 1, 2019 9:44 PM
To: Board-Apply
Subject: Volunteers Sought for Escambia-Pensacola Human Relations Commission
Attachments: Casey Harris 2019 Resume.docx; Casey Harris Letter.pdf

Hello! I see you have an opening in Human Relations Volunteering to help the residents of Escambia County.

I want to place my hat into the ring

Thankyou for your time

--

Casey Harris

Rutherford Conceptual Services

850 572 4934

CASEY
HARRIS

08/01/19

Shamara Jernigan
Escambia County Board of County Commissioners
2257 N Baylen St.
P.O. Box 1591
Pensacola, FL 32502

Dear Shamara Jernigan

As a born, bred, and educated resident of Escambia County, I believe I would make a great commissioner because I have a vested interest in the well-being of my county. I want this county to thrive and prosper by using my abilities to thoroughly investigate resident grievances and concerns.

I graduated from Pensacola State College with Honors as the first to graduate in the Bachelors of Applied Science Cybersecurity program. As documented in my resume, I have the responsibility of assessing weaknesses in cyber security and using critical thinking skills to anticipate the needs of the people I'm tasked to protect. Though my interest is in creating a more informed public regarding cyber security measures, I'd like to serve the people of Escambia County from a social standpoint.

5230 Perkins St, Pensacola FL 850 572 4934 Charris@rcspf.com

As a military Research Engineering Technician, I'm well acquainted with ethics and standards of conduct that govern safety and fair treatment of people. My experience in analysis of human performance data has granted me adept problem solving ability. My expertise has granted me the privilege of being entrusted to produce unique experimental prototypes, draft standard protocol, and present at military conventions. I believe with my experience; I can provide valuable insight to help resolve resident concerns.

Sincerely,

Casey Harris

CASEY HARRIS

CHARRIS@RCSPF.COM

850-572-4934

5230 Perkins St, Pensacola FL 32526

PROFILE

Experienced military Research Engineering Technician and Cyber Security professional devoted to the safety and fair treatment of others. An Escambia County native genuinely motivated to help residents achieve a higher quality of life. My primary goal is to directly serve my fellow citizens on the Escambia-Pensacola Human Relations Commission.

HIGHLIGHTS OF SKILLS AND ABILITIES

- A result-oriented Research Engineering Technician with over a decade of experience in human performance analysis and problem solving.
- Friendly personality, culturally aware and sensitive.
- Veteran communicator; public speaking and demonstrations.
- Proven technically advanced professional.
- HIPPA qualified.

EXPERIENCE & NOTABLE CONTRIBUTIONS

United States Army Aeromedical Research Lab- Research Engineering Technician
6901 Ferral Rd
Fort Rucker, AL 36362 United States

06/2008 – Present

Develops human performance research systems, utilizing the deployment and administration of Small Enterprise Design Profile (SEDP) test networks. Data acquisition and control via various types of ICS, DDC and RTU equipment.

Collaborates with research team in the innovation of hardcopy methods to collect human performance data. Minimized error in data collection and analysis by engineering customizable ICS-based software.

Rapid Prototype Team Technician. Builds custom devices and apparatuses in support of the research team. Provides in depth option survey to reports on viable solutions without compromising objective criteria.

Development and socialization of new aircrew safety equipment. Field tests military products, using Inter-Integrated Circuit (I^2C) and System Management Bus (SMBus). Demonstrates technology capabilities at major military conventions in support of the Army Future Vertical Lift Program.

Provides expertise to convert tactical military aircrew safety equipment to practical balance rehabilitation tools for physical therapists.

Deployed three research-friendly video studios for three separate simulators for subject monitoring and recording solutions for researchers. Utilized Blackmagic Design hardware and software to create tailored solutions for each simulator.

Naval Aerospace Medical Research Laboratory- Research Engineering Technician
51 Hovey Rd
Pensacola, FL 32508 United States

09/2003 - 12/2007

Configure, install, and administer network servers, operating systems, routers and switches that support over 100 personnel in a Medium Enterprise Design Profile (MEDP) network between multiple sites.

Enforce Management/Information Technology (IM/IT) policies through the configuration of Firewalls and IDS/IPS for the defense of the network from internal misuse and external threat agents. Collaborated with senior network administrators to maintain SIPRNET and NIPRNET regulation.

Facilitate policies to ensure IM/IT equipment maintenance (e.g. security updates, virus updates and vendor software fixes-patches). Perform information system backup procedures to recover from loss/destruction of data/program files/physical damage to the installation.

Developed IP camera and IP control networks for large multi axis human research devices. Spearheaded the effort to connect multiple PLCs, Direct Digital Controls (DDC) and Remote Terminal Units (RTU) between multiple locations to enable dynamically monitoring of human subjects.

Coordinated the installation of smaller ICS and DDC networks through standardized, structured procedures.

Accomplishments

- Deployed hundreds of socialization exhibitions and events to showcase new aircrew safety equipment throughout the United States.
- Created an electronic guestbook system to track information of exhibition attendees and survey customer service.
- Recognition and appreciation award for customer service.
- Assisted in achieving the commercialization of R&D products from the lab to market.
- Conducted public demonstrations on ethical hacks of smart phones to show students potential vulnerabilities and threats.

EDUCATION

Pensacola State College

Bachelor of Applied Science in Cyber Security — 08/2018
Presidents list Spring 2017

Associate of Science in Computer Information Technology — 05/2016

Associate of Science in Electrical Engineering — 05/2014
President's list Spring 2013

CERTIFICATIONS

COMPTIA: A+ CERTIFIED
MILE2: CERTIFIED DIGITAL FORENSICS EXAMINER
MILE2: CERTIFIED PENETRATION TESTER
MILE2: CERTIFIED DISASTER RECOVERY SPECIALIST
MILE2: CERTIFIED INFORMATION SYSTEMS SECURITY OFFICER

PUBLICATIONS

Ben D. Lawson , John Christopher Brill, Linda-Brooke I. Thompson, Amanda M. Kelley, **Casey R. Harris**, Angus H. Rupert.

"*Human Factors to Consider During the Early Development and Dissemination of New Displays to Improve Spatial Orientation and Situation Awareness*" US Army Aeromedical Research Laboratory, Ft Rucker AL. July 2015.

OTHER EXPERIENCE

Prototyping Design Capabilities:
Rapid prototyping, 3 axis CNC machining, Mill, Lathe, Computer Aided Design (CAD) & Computer Aided Machining (CAM) and 3D Modeling capability

Trained in supervision of tractor trailers, cranes and forklifts for heavy loads. Rigging and cradling loads up to 15,000 pounds

Shamara J. Jernigan

From: Christina Pizza <cvp2@students.uwf.edu>
Sent: Friday, August 2, 2019 10:55 AM
To: Board-Apply
Subject: Human Relations Commission Volunteer
Attachments: Human Relations Commission .docx; CVP Human Relations Letter.pdf

Good Morning.

I am responding the advertisement calling for Escambia County volunteers to serve on the Human Relations Commission. I have my resume and letter attached for my application.

Please let me know if there's any other action required of me. I hope to hear back from you soon.

Respectfully,

Christina Pizza
954-701-2211

Christina V. Pizza

712 Underwood Ave, Apt. 700B • Pensacola, FL 32504 • 954-701-2211
cvp2@students.uwf.edu

July 30, 2019

Shamara Jernigan
Escambia County Board of County Commissioners
2257 N Baylen St.
P.O. Box 1591
Pensacola, FL 32502

Dear Ms. Jernigan,

I am a Pensacola resident intrinsically interested in being considered for appointment on the Escambia-Pensacola Human Relations Commission. As is evident in my enclosed resume, I have focused my continual community service on advocacy for the underprivileged and underrepresented.

My experience as a Guardian ad Litem and sexual assault victim advocate has only strengthened my resolve to assist people whom have been mistreated. As a volunteer advocate, I gained valuable skills in active listening, compassionate interviewing, and presenting testimony during a termination in court hearings.

In addition to my personal interests in advocating for people, I have experience assessing corporate environments as a Command Assessment Team member while serving in the U.S. Navy. That responsibility required me to become proficient in leading focus groups and analyzing data compiled from interviews, as well as discussing solutions in an upper management group environment. I am currently a medical researcher that had the distinct honor of collaborating with the Disease Biophysics Group of the Harvard School of Engineering and Applied Sciences. As a researcher, I have become proficient at conducting preliminary analysis of complex problems, report writing, and presentation of results.

My duality as an experienced researcher and determined advocate will lend me as a valuable member of the Escambia-Pensacola Human Relations Commission. I look forward to hearing from you.

Respectfully,

Christina V. Pizza

CHRISTINA VERONICA PIZZA

9547012211• cvp2@students.uwf.edu *712 Underwood Ave. Apt. 700B• Pensacola, FL •32504*

PROFESSIONAL SUMMARY

Experienced community volunteer, passionate about equal opportunity and advocating for disadvantaged people. Knowledgeable in research and data analysis with critical thinking skills. Driven problem solver that is intrinsically interested in building the Pensacola community. Demonstrated sustained interest in the betterment of humanity.

HUMAN RELATIONS SKILLS

- Advocacy
- Strong written and oral communication skills
- Research
- Problem Solving
- Conflict management
- Community education

PROFESSIONAL EXPERIENCE

Hospital Corpsman January 2012-August 2016
Naval Hospital Jacksonville, Florida; Naval Aerospace Medical Institute, Pensacola, FL
Assists medical providers in the care of inpatients in the Medical/Surgical Unit. Performs routine examinations, intravenous therapy, blood collection, wound care, vital signs check, and record patient care data. Conducts minor surgical procedures at surgeon's discretion. Examines patient diagnostic results and recommends operating procedures under supervision of the surgeon.

Navy Sexual Assault Prevention Response Victim Advocate August 2013-August 2014
Naval Hospital Jacksonville, Jacksonville, FL
Remains on standby to provide assistance for victims of sexual assault. Disseminates informational material to raise awareness for sexual assault in the U.S. Navy. Informs victims of their rights and options in reporting. Provides moral support throughout the investigation and provides necessities during emergency response.

Command Assessment Team Member August 2013-August 2014
Naval Hospital Jacksonville, Jacksonville, FL
Leads focus groups to analyze the E-4 and below group of bases under Naval Hospital Jacksonville jurisdiction. Detects areas of concern, evaluates routines and protocols to ensure a quality working environment for junior enlisted. Represents junior enlisted to command as an advocate of quality command climate, morale, fairness, and equality.

Poison Control Center Community Educator March 2014-August 2016
Poison Control Center, Jacksonville, Florida; Naval Air Station Pensacola, Pensacola, FL
Attends community events or classes to present the services of the Poison Control Center to audiences of varying ages and backgrounds. Provides educational material and presents Poison Control Center data to inform the public.

Salvation Army Holiday Volunteer November 2013-December 2013
Jacksonville, FL
Sorts and packs donated food for Thanksgiving food drive. Sorts and packs stockings of donated toys for children of low-income families during holiday season. Distributes donated toys per Salvation Army protocol.

Operation Homefront Volunteer Coordinator December 2014-January 2014
Naval Air Station Pensacola, Pensacola, FL
Coordinates a team of approximately 20 volunteers to assist in Operation Homefront holiday toy drive for low-income service members. Finds donors to sponsor the event.

Court Appointed Special Advocate December 2014-December 2015
Guardian ad Litem Circuit 1, Pensacola, FL
Serves as advocate for abused/neglected children per court mandate. Conducts routine and unscheduled visits to assess child disposition, needs, and will, documents visitation notes. Serves as expert witness in court to advocate for the best interests of the children of the case.

Naval Aerospace Medical Institute Diversity Committee Member July 2015-July 2016
Naval Aerospace Medical Institute, Pensacola, FL
Plans and facilitates monthly events that celebrate people of diverse demographics in the U.S. Navy. Supports the Navy's mission to foster an equal opportunity environment.

Undergraduate Researcher Summer 2017-Summer 2018
University of West Florida; Advisor: Dr. Alan Schrock
Synthesis of renewable resource-based polymers and reactive oligomers that can be converted to conductive films and coatings.

Teaching Assistant (General Chemistry I and II) August 2017-May 2018
University of West Florida; Pensacola, Florida
Assists students with comprehension experiment protocol. Ensures proper technique and adherence to safety guidelines. Maintains cleanliness and stock of the lab and prepares experiments.

Chemistry Scholars Tutor August 2017-Present
University of West Florida; Pensacola, Florida
Assists students with understanding concepts in General Chemistry and Organic Chemistry. Prepares students for exams, instructs on how to write technical reports from lab results, and demonstrates how to analyze complex problems requiring critical thinking skills.

Undergraduate Lab Senior Fall 2018-Present
Macrocyclic Amine Synthesis, University of West Florida; Advisor: Dr. Ajay Lajmi
Supervise 5 students in the proper synthesis of macrocyclic amines. Conduct training on advanced lab technique, safety, instrument use, and team dynamics. Ensure lab space is clean, neat, and well stocked.

Undergraduate Researcher Summer 2019-Fall 2019
Harvard University; Mentor: Dr. Ben Pope; Advisor: Dr. Kevin "Kit" Parker
Transcriptional Control of Adipose Tissue Remodeling During Hypertrophic Expansion on a Biomimetic Nanofibrous Scaffold.

Volunteer Firefighter January 2019-Present
Pace Fire Rescue District, Pace, FL
Attends weekly training in SCBA, ladders, first aid, line handling, gear maintenance. Assists firefighters with station duties.

ACCOMPLISHMENTS

Dean's List, Florida State College at Jacksonville	May 2014
Good Conduct Medal, U.S. Navy	January 2015
Manziek Research Scholarship, University of West Florida	April 2017
UWF Hal Marcus College of Science & Engineering Recipient, SURP	June 2017, 2018, 2019
Harvard School of Engineering and Applied Sciences REU	May 2019

NSF Materials Research Science and Engineering Center at Harvard Grant — May 2019
University of West Florida Chemistry Scholars, Member — Spring 2017-present

EDUCATION

Bachelor of Science in Biochemistry (Minor in Biology) — Expected May 2021
Hal Marcus College of Science and Engineering, University of West Florida — Pensacola, FL
Cumulative GPA: 3.20
Major GPA: 3.75

Shamara J. Jernigan

From:	Harry A Thomas <retiredpns2003@msn.com>
Sent:	Thursday, July 25, 2019 1:54 PM
To:	Board-Apply
Cc:	Harry A Thomas
Subject:	Escambia-Pensacola Human Relations Commission - Volunteer Applicant
Attachments:	HAT Short Resume.doc

I would like to be considered for an open seat on this Commission.

Thank you for your time and consideration. Harry

Harry A. Thomas, MSM, SPHR, SHRM-SCP, GPHR, CPP®
Cell: 813/727-4996 or Email: SPHR2013GPHR@gmail.com

Jan 2014-Present
TopHAT Consulting LLC - **Human Resources Consultant**

- Provides advice focused primarily on business operations, employee performance improvement and off-boarding (employee removal) issues. Performs independent management and consultative work providing identification and resolution of complex operational and management problems within the organization. Work includes the review and formulation of proposed solutions, planning, analysis, auditing monitoring, technical assistance, and training functions.
- Areas of Experience: Human Resources Strategy and Programs; Employee and Management/Mentoring - Training; Succession Planning and Management; Multi-Domestic and International Staffing requirements; Diversity and EAP Management; Employee/Labor Relations Management; Performance Management; and HR related Mediations (ADR) and Investigations.
- Continually maintains wide range of human resources knowledge through SHRM online and printed resources, attendance at National, Florida State and Chapter meetings and networking with industry peers. Volunteered as Chapter Secretary (2015-2016) and Workforce Readiness Director (2017-Present). As the WRD, I serve the Chapter as a resource and advocate for membership interested in workforce readiness issues and initiatives.
- Completed Employer Support of the Guard and Reserves (ESGR) USERRA 101, 102 online training for volunteer assignments. Served as Area 1 ESGR Chair assessing volunteer workloads, distributing the latest DOD ESGR related information to a diverse team spread from Pensacola to Panama City Beach, FL; recruiting and retaining ESGR members; promoting employer recognition and education events and activities. ESGR Basic Ombudsman certification.

Feb 2013- June 2014: State of Florida Department of Transportation/Motor Carrier Size & Weights (MCSAW), Pensacola, Florida - **Weight Inspector**

May 2008 – Nov 2009: U.S. Department of Homeland Security/Customs and Border Protection, Office of Internal Affairs/Personnel Security Division/Medford, Oregon - **Investigations Program Specialist** (GS-1801-13)

January 2004 – March 2008: H-R-SLIP-H, Pensacola, Florida - **Security Consultant/Investigations**

February 2005 – May 2005: Diversity Solutions Inc., Washington, DC - **Administrative Investigator/Program Leader (Contractor)**

August 1975 – January 2003: U.S. Immigration & Naturalization Service
District Director (GM-1801-15), Helena, Montana

- Principal field manager (GM-15) for all INS District activities in Montana, Idaho (79 of 89 counties), Pre-Flight Inspections @ Calgary & Edmonton, Canada. Managed operations with very broad supervision of Regional Director and INS Commissioner. The official INS District Director position description is attached with this application package.

- Provided full range of competing INS business unit services (Benefits/Enforcement) to public & governmental agencies. Managed District budgets and expenses with reasonable diligence and never had adverse budget issues within my control.

- Primary field security manager for multi-state District operations with responsibility for personnel security and safety, information security practices and physical security issues. Highest clearance level – TS/SCI.

- Served as deciding official in hiring, disciplinary and removal functions for all District level employees and conducted numerous employment interviews. Responsible for ensuring mandatory and elective training was provided to entire District staff. Evaluated and monitored office performance, compliance and goal accomplishments.

- Delivered quality services through a diverse workforce of 180 personnel (U.S. Citizens, Foreign Service Nationals and Contractors) with a $70 million public sector organization. Primary management contact for on-site contractors regarding oversight and contract compliance.

- Direct and frequent communications and contact with Congressional, Diplomatic, Community Based Organizations, Union and Media representatives at State and National levels on mutual interest issues. Served as principal field manager for District Union-Labor Partnership/Alternative Dispute Resolution (ADR) and Interest Based Problem Solving (IBPS) activities.

- Frequently briefed INS Regional Director on operational, congressional and legal issues critical to the Central Region by phone or email with Microsoft Word/Excel attachments. Attended annual INS Commissioner Conferences to receive new FY national priorities and made the District's formal presentation on past FY accomplishments to the Agency wide management team, using various electronic and printed media.

- Established, Managed and Participated in District Y2K & 11 SEP 2001 Command Centers at the Helena District Office. Assigned personnel resources, e.g. Criminal Investigators and Deportation Officers, made budget allocation decisions, authorized materials and approved training priorities to Multi-Agency Task Force Operations, to collect intelligence and apprehend and identify designated foreign nationals. Attended monthly U.S. Attorney conferences with other Federal, State and Local Agency Heads to address terrorist threats to the United States. Developed and implemented Northern Regional Border Strategy for assigned portion of the Northern Border (Idaho and Montana), to include close coordination with Seattle (West) and St. Paul (East) Districts' strategy.

- Retired Federal law enforcement manager (5 U.S.C. 8336(c)) and currently qualified under H.R. 218 (Law Enforcement Officer's Safety Act (LEOSA).

Deputy District Director (GM-1801-15), Bangkok, Thailand

- Delivered quality services through a diverse workforce of 70 American, Contractor and Foreign Nationals through INS Sub Offices (Tokyo, Japan; Beijing, China; Seoul, Korea; Hong Kong; Singapore; Manila, Philippines; Ho Chi Minh, Vietnam) in Asia with a $25 million organization. Bangkok District had primary responsibility for all INS District operations and activities in Asia.

- While supervising subordinate U.S. and foreign national staff, I contributed towards the design, function and human capital management options for the new INS Sub Offices in Tokyo, Japan and Ho Chi Minh, Vietnam. My human resources responsibilities for U.S. and foreign national personnel included: the full spectrum of HR staffing and recruitment, position classification, employee relations, awards and recognitions, compensation, performance management, grievances and appeals and disciplinary and adverse actions. Developed policy, services and guidance appropriate for each foreign country consistent with U.S. Immigration laws and regulations.

- Served as Acting District Director and Administrative Officer (subordinate position to DDD with shared human resources and budget functions) for approximately 65% of 3.5 years of tour of duty. The District Director (DD) and Deputy District Director (DDD) were accountable for the management, administration and broad technical direction of all District operations. The official INS District Director position description is attached with this application package.

Cell: 813/727-4996 or Email: SPHR2013GPHR@gmail.com

- Assisted District Director with security management responsibilities for Asian Regional District operations with responsibility for personnel security and safety, information security practices and physical security issues at host American Embassies. Highest clearance level – TS/SCI.

- As member of American Embassy Country Team (consisted of multiple agency/organizational heads with U.S. Ambassador) - managed Regional Anti-Fraud (Visa/Passport) projects within the Bangkok District boundaries. Assigned personnel, funding, materials and approved proposed intelligence and law enforcement operational plans to ensure consistency with National guidelines. Provided professional and technical advice to INS HQ and Sub-Office components of the District.

- Discussed annual appraisal rating philosophy with each rated employee.

June 1983 – May 1988: U.S. Treasury Department/Bureau of Alcohol, Tobacco & Firearms - **Special Agent**

June 1971 – May 1999: U.S. Army and Army Reserve
Health Care Administrator – 70A series (Fort Bragg/Womach Army Hospital, Fayetteville, North Carolina).

EDUCATION

Master of Science/Management
The American College - (www.theamericancollege.edu).

Bachelor of Science/Professional Studies-Marketing minor (GPA 3.5)
Barry University - (www.barry.edu).
Dean's List

Graduate level - Certificate/Security Management (GPA 3.6)
American Military University - (www.apus.edu).

AFFILIATIONS/OTHER

- Society for Human Resource Management (SHRM)(www.shrm.org) – *member.* Greater Pensacola SHRM (GPSHRM) (www.gpshrm.org) Chapter – *member/former Secretary 2015-2016 and current Workforce Readiness Director 2017-*. HR Certifications*: (Senior Professional in Human Resources (**SPHR**), Global Professional in Human Resources (**GPHR**), and SHRM - Senior Certified Professional – (**SHRM-SCP**).*

- Florida Academy of Professional Mediators, Inc. (www.tfapm.org) – *member*. State of Florida, Supreme Court - County, Circuit-Civil and Appellate Mediator certifications.

- American Society for Industrial Security (ASIS) – *member*. ASIS Chapter 117 - *member/Treasurer 2015-7*. Certified Protection Professional, Board Certified in Security Management (**CPP®**).

- Florida Association of Licensed Investigators (FALI) – *member*. State of Florida Private Investigator "C" license.

- Human Resources Continuing Education publication and online information: SHRM HR Magazine, Webinars and Virtual Conferences through HR.com. Security Management Continuing Education publications: ASIS/Security Management magazine, Security Director newsletter, CSO Security Leadership emails, and Loss Prevention emails (www.losspreventionmagazine.com).

- Fraud Prevention Inspector (Independent Contractor) – MSM Security. Verification of HC providers.

Shamara J. Jernigan

From: Brian Wyer <bwyer@gcmcc.info>
Sent: Friday, August 2, 2019 4:49 PM
To: Board-Apply; Shamara J. Jernigan
Subject: Human Relations Commission Position - Resume and Cover Letter
Attachments: Brian Wyer Human Relations letter of interest.docx; Brian Wyer Resume Human Realtions August 2019.doc; Brian Wyer Human Relations letter of interest.pdf; Brian Wyer Resume Human Realtions August 2019.pdf

Hello Escambia County Commissioners and Shamara,

Attached below is my resume and letter of interest (Word and PDF versions) for the Escambia-Pensacola Human Relations Commission position.

Please let me know if you have any questions or if additional information is needed. Thank You

--
Brian Wyer
President/CEO
Gulf Coast Minority Chamber of Commerce

321 N De Villiers Street
Suite 104
Pensacola, Fl 32501

Bwyer@GCMCC.INFO

(office) 850-438-3993
(cell) 813-390-8198

Dear Escambia County Commissioners,

I am writing you to submit my name as a volunteer for the Escambia-Pensacola Human Relations Commission. As mentioned in the position description, the purpose of the Commission is to be responsible for the promotion of fair treatment and equal opportunity to all citizens of the local community.

Although I have only been back home for 6 years, I have worked diligently to serve of several boards in the areas of Education, Health, Safety, and Charitable Giving to better understand our county. I have also been very active in attending both County and City events to become more familiar with the inner working of our local government.

In my leadership role at the Minority and African American chambers, my main focus is to ensure that all individuals and businesses are treated equally. I am open to working with individuals from all backgrounds, will actively listen to the challenges that our community members are encountering, and will work side-by-side with them and my fellow commissioners to develop a solution.

If offered, I would happily serve on the Commission and am confident that my experience would be of a benefit in the following areas:

- My background working with Minority groups would provide a better understanding of issues from a diversity perspective.

- My chamber experience would help provide input from a business perspective.

- My experience attending town halls, commission meetings, the Mayor's transition team and the OLF8 Master Plan committee has provided me some background in working with governmental protocols.

- My experiences leaving in Tampa for over 20 years will be an asset to understand how items are handles outside of our community.

On a personal note, serving on the Commission would allow me the opportunity to develop more relationships in our community. Another important item is that the Commission would **PROVIDE ME THE OPPORTUNITY TO GIVE BACK!!** Escambia County and the City of Pensacola graciously provide support to our chamber. As an agency receiving support, it would be an honor to help give back to our local community in the form of providing my time and talents.

Brian P. Wyer

Pensacola, Florida

(813) 390-8198 http://www.linkedin.com/in/brianwyer/ bpwuwf@gmail.com

Accomplished Business Professional with Sales, Information Systems, Quality Control and Management experience. Commended for cross collaboration skills that consistently deliver results. Strong relationships in the Business, Political, Non-Profit, and Educational Community with documented results.

PROFESSIONAL EXPERIENCE

PRESIDENT/CEO – GULF COAST MINORITY CHAMBER OF COMMERCE
OCTOBER 2018 - PRESENT

EXECUTIVE DIRECTOR – GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE
AUGUST 2017 – JANUARY 2019

Coordinates chamber's development through membership and sponsors. Creates and implements chamber's work plans to achieve our vision and mission. Manages chamber's day-to-day operations including personnel, technology, budget and Board of Directors duties.

UWF STUDENT AMBASSADOR & DEVELOPMENT COORD, OCTOBER 2016 – JUNE 2017

Responsible for developing and implementing comprehensive programs that increase affinity, engagement and giving. Lead recruitment/retention of 30 ambassadors. Supervised a Student Coordinator. Directed all program activities, budget, social media, scheduling and coaching of members. Lead the 50th Anniversary Faculty & Staff Annual Giving Campaign.

EXECUTIVE DIR. - ESCAMBIA COUNTY PUBLIC SCHOOLS FOUNDATION 2015 – 2016
Raised awareness and visibility of the Foundation board of 25 members. Increased revenue and number of donors to support educational efforts in the Escambia Public School District. Directed all fiscal affairs for over 270 restricted accounts and several hundred unrestricted donor account transactions. Managed Foundation's personnel, technology, and support services.

- Submitted compelling "ask" grants and received funding.
- Increased Foundation revenue and donors from the previous year.
- Built relationships with key county influencers that lead to donations.
- Planned and executed 8 successful community events for school programs.

PROPERTY MANAGER, Tampa and PENSACOLA, Florida **2012 – 2015**
Performed property management duties for personal rental properties. Oversaw major home renovations over an extended period while working with various contractors in the region.

- Coordinated with the HGTV channel to film episodes of the nationally televised "House Hunters" and "Where Are They Now" TV shows.

PRICEWATERHOUSECOOPERS, *PwC, Tampa, Florida* ***1992 – 2012***

US IT Operations Control Quality Manager (2008 – 2012)
Lead growth and operations of the Quality Control Group. Built valuable relationships and cross collaboration strategies to increase productivity and work force engagement.

- Created and implemented efficiencies that resulted in a 25-hour reduction in weekly hours.
- Selected to serve on the US IT Learning Advisory Board.

- **1st Winner of the PwC US IT Living the Values Award. Awarded to the top individual out of 1,800 candidates for leading in the firm's commitment to teamwork.**
- Directed PwC's largest deployment of servers for a five-million-dollar project.
- Developed a "Walk-a-mile" training program that built stronger relationships.
- Facilitated efforts across 10 teams to reduce workload by 84% in less than 6 months.
- Initiated PwC's first All Pro Dads chapter and Recruited Tony Dungy as a Keynote Speaker.
- **An International Toastmasters Competent Communicator speaker.**

US IT Operational Readiness Manager/Production Services Manager (2000 - 2008)
Administered quality assurance audits. Developed a weekly "Go Live" meeting attended by all US IT teams, project managers, and business leaders.

- Led the VAX support services transition which resulted in a yearly $150,000 cost savings.
- Nominated for the US PwC Chairman's Award.
- Hired and managed a 24 x 7 team of 17 staff members and 2 supervisors.
- Responsible for the firm's entire multi-million-dollar payroll processing, and billing duties.
- **2006 Recipient of the Local Chairman's Award.**

PwC's 1st Tampa Data Center Manager (1998 – 2000)
Manager of 3 distinct 24 x 7 US IT Operational teams. This position included the hiring and managing of over 48 staff members and contractors.

- Delivered key transition strategies for the Cooper & Lybrand and Pricewaterhouse merger.
- Successfully managed staff located remotely in 2 data centers.
- **Sought out as a key stakeholder in Year 2000 transition plan, the recovery of technical resources after the 9/11 attack and the NY data center decommission.**
- Technical specialist with excellent communication skills and operational disciplines.

EDUCATION

Bachelor of Science, Management/ Management Information Systems,
University of West Florida, Pensacola, Florida

COMMUNITY INVOLVEMENT / VOLUNTEER WORK

- Junior Achievement Board of Director
- Achieve Escambia Leadership Council (Secretary) and active on 4 subcommittees
- First Place Partners economic group
- The Northwest Florida Forward Entrepreneur and Innovation Council
- 1 Million Cups Organizer
- SCI Business roundtable Group member and SCI Volunteer
- United Way of West Florida Board of Director & Community Investment Committee member
- City of Pensacola Mayor Transition Team: Economic and Entrepreneurship Pillar Leader
- Belmont De Villiers Association Marketing chair
- Baptist Health Care Board of Directors and Baptist Community Advisory Council
- Early Learning Coalition Board of Directors
- Escambia County Process Review Committee for OLF-8 Master Plan
- Pensacola Community Area Network (PCAN)
- Autism Pensacola Gala Campaign Co-chair
- (Past) UWF Foundation Board of Directors member
- (Past) UWF President, Vice-President and BOD of the National Alumni Association
- (Past) Association of Fundraising Professionals member
- (Past) Steering Committee for the Escambia and Santa Rosa Community Health Needs

Shamara J. Jernigan

From: Escambia County Community and Media Relations <noreply@myescambia.com>
Sent: Friday, July 12, 2019 1:15 PM
To: Shamara J. Jernigan
Subject: Volunteers Sought for Escambia-Pensacola Human Relations Commission

my escambia News Center

Click HERE to View in Browser

Volunteers Sought for Escambia-Pensacola Human Relations Commission

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment to two seats on the Escambia-Pensacola Human Relations Commission.
The EPHRC was first established by an interlocal agreement between the Escambia County Board of County Commissioners and the city of Pensacola in April 1974. The purpose of the commission is to be responsible for the promotion of fair treatment and equal opportunity to all citizens of the local community. For this term, commission members, who are called commissioners, will serve an initial two-year term of office.

Commissioners will establish a schedule of regular meetings, which shall be held at least monthly. The commission meetings are held to discuss the previous month's day-to-day activities and to ensure that the interlocal agreement between Escambia County, the city of Pensacola and the EPHRC are in compliance. Additional meetings may be held for special discussion, workshops, training sessions or community activities.

Escambia residents interested in serving on the Escambia-Pensacola Human Relations Commission are asked to submit a resume and letter indicating their desire to serve on the commission by the close of business **Friday, August 2**. Resumes should be submitted to Shamara Jernigan, Escambia County Board of County Commissioners, P.O. Box 1591, Pensacola, FL 32502, or emailed to BoardApply@myescambia.com .

Please note that resumes submitted for consideration are subject to public records requests and are included in Escambia County Commission meeting information, including the agenda and official meeting minutes.

You are receiving this email because you opted in to receive alerts for MyEscambia.com.

Click here to unsubscribe from email alerts.

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

Escambia County is committed to providing access and reasonable accommodations to individuals with disabilities to facilitate participation in county meetings or other county services, programs, or activities. For information or to make a request at least 72 hours before the scheduled meeting or other county activity, visit myescambia.com/ADA or call 850-595-4947.

Community and Media Relations
Phone: (850) 595-3476
Email: cmr@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16207 **County Administrator's Report 9. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 08/15/2019
Issue: Authorization for Acquisition of Real Property Located at 991 Cody Lane
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization for the Acquisition of Real Property Located at 991 Cody Lane - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning authorization for the acquisition of real property located at 991 Cody Lane (approximately 0.77 acres) from The James G. Linker Living Trust and Charles W. Hawk:

A. Authorize the purchase of 991 Cody Lane (approximately 0.77 acres) owned by The James G. Linker Living Trust and Charles W. Hawk, for the purchase price of $69,500;

B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 991 Cody Lane;

C. Accept the Public Disclosure of Interest Form from The James G. Linker Living Trust; and

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

This parcel is located in Commission District 3.

[Funding Source: Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Object Code 56101, Project 13EN2523]

BACKGROUND:

The Florida-Alabama Transportation Planning Organization (TPO) tasked the General Planning Consultant to generate a corridor management plan for Detroit Boulevard/Johnson Avenue, which was approved in April 2018. Under the plan, staff collected traffic, land use, environmental, and economic data for the area surrounding the Detroit Boulevard/Johnson Avenue corridor, to address short-term and long-term improvements for the subject corridor in efforts to provide a better, safer environment.

One of the recommended improvements of the plan was to improve the level of service for the intersection of Johnson Avenue and Cody Lane by installing a new traffic signal with an eastbound right turn lane. The turning volume, split between eastbound left and eastbound right turns, causes a significant queue at peak times that often prohibits drivers from accessing the intersection to turn right. Acquisition of the subject property will provide the space needed to install the eastbound right turn lane and any stormwater runoff.

The property was recently listed for sale at $79,000; however, the owners have agreed to sell the property for the appraised value of $69,500.

BUDGETARY IMPACT:

Funds are available in Fund 352, LOST III, Cost Center 210107, Object Code 56101, Project 13EN2523.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase has been approved by Stephen G. West, Senior Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

Attachments

Contract for Sale and Purchase_991 Cody Lane
Appraisal Summary_991 Cody Lane
Aerial Map_991 Cody Lane
Public Disclosure

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between James G. Linker, as Trustee of the James G. Linker Living Trust dated December 17, 2015, whose address is 4201 Bonway Drive, Pensacola, Florida 32504 and Charles W. Hawk, whose address Post Office Box 18225, Pensacola, Florida 32523 (Sellers"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Sellers agree to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2019.

2. PURCHASE PRICE; PAYMENT. The purchase price is Sixty-Nine Thousand Five Hundred Dollars ($69,500.00) payable to Sellers at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Sellers in writing specifying the defects, and Sellers shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Sellers are unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Sellers shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanic's liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Sellers and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Sellers); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. BROKERS. Seller and Buyer acknowledge, represent and warranty to each other that no broker or finder has been employed in connection with the sale and purchase contemplated in the Agreement except Adrian Hammond, Exit Realty, N.F.I, who is the agent of the Seller and who will be compensated with a commission of five percent (5%) of the purchase price; the commission will be paid at closing by the Seller.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Sellers shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Sellers until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:
Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLERS:
James G. Linker, Trustee for James G. Linker
Living Trust dated December 17, 2015
4201 Bonway Drive
Pensacola, Florida 32504

and

WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Charles W. Hawk
Post Office Box 18225
Pensacola, Florida 32523

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute

the Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Sellers shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Sellers, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. OCCUPANCY AND POSSESSION. Sellers warrant delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Sellers agree to furnish to Buyer at closing a transferor's certification disclosing under

penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Lumon J. May, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: Stella L. Asst. County Attorney
Date: July 29, 2019

SELLER:

_____
Witness
Karen S. McClammy
Print Name

_____
Witness
Kelli A Pearce
Print Name

The James G. Linker Living Trust dated December 17, 2015

James G Linker TTEE
By: James G. Linker, Trustee

Date: 7-19-19

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19 day of July, 2019, by **James G. Linker, Trustee of the James G. Linker Living Trust dated December 17, 2015**. He (✓) is personally known to me, (__) produced current _____ as identification.

KAREN S. MCCLAMMY MY COMMISSION EXPIRES November 21, 2019 #FF 902741 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

_____

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

SELLER:

Witness

Karen S. McClammy

Print Name

Witness

CHAD LOWE

Print Name

Charles W Hawk

Charles W. Hawk

Date: 7.19.19

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19 day of July, 2019, by **Charles W. Hawk**. He (__) is personally known to me, (✓) produced current _____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

KAREN S. MCCLAMMY
MY COMMISSION EXPIRES
November 21, 2019
#FF 992741
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Exhibit "A"

Parcel A, Grand Cedars Reserve, according to the Plat thereof, recorded in Plat Book 17, Page 13, of the Public Records of Escambia County, Florida

AI Reports™
Form 120.05*

Client File #:		Appraisal File #:	RL19049L-E

Appraisal Report · Land

Appraisal Company:	Fruitticher-Lowery Appraisal Group, Inc.	
Address:	3000 Langley Avenue, Suite 402, Pensacola, FL 32504	
Phone: 850-477-0419	Fax:	Website:

Appraiser: Rodger K. Lowery, MAI	Co-Appraiser:
AI Membership (if any): ☐ SRA ☒ MAI ☐ SRPA ☐ AI-GRS ☐ AI-RRS	AI Membership (if any): ☐ SRA ☐ MAI ☐ SRPA ☐ AI-GRS ☐ AI-RRS
AI Affiliation (if any): ☐ Candidate for Designation ☐ Practicing Affiliate	AI Affiliation (if any): ☐ Candidate for Designation ☐ Practicing Affiliate
Other Professional Affiliation:	Other Professional Affiliation:
E-mail: RLowery@FLAG1.Net	E-mail:
Client: Escambia County	Contact: Ms. Marcia L. Wieborg
Address: 3363 West Park Place, Pensacola, FL 32505	
Phone: 850-595-3485 Fax:	E-mail: mlwieborg@myescambia.com

SUBJECT PROPERTY IDENTIFICATION

Address: 991 Cody Ln

City: Pensacola County: Escambia State: FL ZIP: 32514

Legal Description: Parcel A, Grand Cedars Reserve

Tax Parcel #: 20-1S-30-1200-150-002 RE Taxes: 322.68 Tax Year: 2018

Use of the Real Estate As of the Date of Value: Vacant Land

Use of the Real Estate Reflected in the Appraisal: Vacant Land

Opinion of highest and best use (if required): Improved Commercial

SUBJECT PROPERTY HISTORY

Owner of Record: James Linker Trust and Charles Hawk

Description and analysis of sales within 3 years (minimum) prior to effective date of value: The subject property was purchased by the current owner from United Bank June 15, 2016 for $47,000. United bank had acquired the property through foreclosure in August 2012.

Description and analysis of agreements of sale (contracts), listings, and options: The subject property is currently listed for $79,000 and has been on the market for 455 days. The property was originally listed for $89,000 but the price was reduced in October 2018 to the current list price.

RECONCILIATIONS AND CONCLUSIONS

Indication of Value by Sales Comparison Approach	$ 69,500
Indication of Value by Cost Approach	$ N/A
Indication of Value by Income Approach	$ N/A

Final Reconciliation of the Methods and Approaches to Value: The appraiser has utilized only the Sales Comparison Approach in preparing this appraisal report. The Sales Comparison Approach is the only applicable approach in a valuation of vacant commercial land.The Intended User of this appraisal report is the Client. The Intended Use is to evaluate the property that is the subject of this appraisal for potential purchase negotiations, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

Additional Certification: Prior Assignment Disclosure-We have not previously appraised the subject property. This appraisal assignment was not based upon a requested minimum valuation or a specific valuation, or any proposed financing. The final estimate of market value as of April 10, 2019 was $69,500.

Opinion of Value as of: April 10, 2019	$ 69,500
Exposure Time: 6 Months	

The above opinion is subject to: ☐ Hypothetical Conditions and/or ☐ Extraordinary Assumptions cited on the following page.

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Client:	Escambia County	Client File #:	
Subject Property:	991 Cody Ln, Pensacola, FL 32514	Appraisal File #:	RL19049L-E

ASSIGNMENT PARAMETERS

Intended User(s): **Escambia County**

Intended Use: **To determine market value for possible purchase contract negotiations.**

This report is not intended by the appraiser for any other use or by any other user.

Type of Value: **Market Value** Effective Date of Value: **April 10, 2019**

Interest Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other

Hypothetical Conditions: (A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results.) **None**

Extraordinary Assumptions: (An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results.) **None**

This is an Appraisal Report in accordance with Standard Rule 2-2(a) of the Uniform Standard of Professional Appraisal Practice (USPAP).

SCOPE OF WORK

Definition: The scope of work is the type and extent of research and analysis in an assignment. Scope of work includes the extent to which the property is identified, the extent to which tangible property is inspected, the type and extent of data research, and the type and extent of analysis applied to arrive at credible opinions or conclusions. The specific scope of work for this assignment is identified below and throughout this report.

Scope of Subject Property Inspection/Data Sources Utilized

Appraiser

Property Inspection: ☒ Yes ☐ No

Date of Inspection: **April 10, 2019**

Describe Scope of Property Inspection, Source of Area Calculations and Data Sources Consulted: **I physically inspected the lot and the surrounding neighborhood. The County Property Appraiser's website was used in determining the land area square footage.**

Co-Appraiser

Property Inspection: ☐ Yes ☐ No

Date of Inspection:

Describe Scope of Property Inspection, Source of Area Calculations and Data Sources Consulted:

Approaches to Value Developed

Cost Approach:

☐ Is necessary for credible results and is developed in this analysis
☒ Is not necessary for credible results; not developed in this analysis
☐ Is not necessary for credible results but is developed in this analysis

Sales Comparison Approach:

☒ Is necessary for credible results and is developed in this analysis
☐ Is not necessary for credible results; not developed in this analysis
☐ Is not necessary for credible results but is developed in this analysis

Income Approach:

☐ Is necessary for credible results and is developed in this analysis
☒ Is not necessary for credible results; not developed in this analysis
☐ Is not necessary for credible results but is developed in this analysis

Additional Scope of Work Comments: **I inspected the subject property and the neighborhood, researched recent commercial land sales and listings and interviewed active Realtors in the market.**

Significant Real Property Appraisal Assistance: ☒ None ☐ Disclose Name(s) and contribution:

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Client:	Escambia County	Client File #:	
Subject Property:	991 Cody Ln, Pensacola, FL 32514	Appraisal File #:	RL19049L-E

MARKET AREA ANALYSIS

Location	Built Up	Growth	Supply & Demand	Value Trend	Typical Marketing Time
☐ Urban	☐ Under 25%	☐ Rapid	☐ Shortage	☒ Increasing	☐ Under 3 Months
☒ Suburban	☐ 25-75%	☒ Stable	☒ In Balance	☐ Stable	☒ 3-6 Months
☐ Rural	☒ Over 75%	☐ Slow	☐ Over Supply	☐ Decreasing	☐ Over 6 Months

Neighborhood Single Family Profile

Price		Age
15	Low	0
515	High	65
160	Predominant	15

Neighborhood Land Use

1 Family	70%	Commercial	10%
Condo	5%	Vacant	5%
Multifamily	10%		%

Neighborhood Name: North Central Pensacola

PUD ☐ Condo ☐ HOA: $ /

Amenities:

Market area description and characteristics: **The subject's neighborhood is the North Central area of Pensacola in Escambia County. This neighborhood is bound to the U.S. Highway 29, to the north by Nine Mile Road, to the east by Davis Highway and to the south by Interstate 10. The neighborhood is considered a mature residential neighborhood that continues to experienced stable growth. Commercial corridors along the perimeter of the neighborhood provide adequate shopping and employment centers. The neighborhood proximity to UWF creates a strong residential rental market. There have been 203 residential homes sales within the past year with prices ranging from $14,900 to $515,000 and there are currently 60 properties listed for sale with prices ranging from $64,900 to $438,000. Demand appears to outpace supply, however there is minimal vacant land for additional development.**

SITE ANALYSIS

Dimensions:	222.19' x 150' x 222.4' x 150'	Area:	33,344 Sq.Ft.
View:	Residential	Shape:	Square
Drainage:	Average to Good	Utility:	Good

Site Similarity/Conformity To Neighborhood

Size	View
☐ Smaller than Typical	☐ Favorable
☒ Typical	☒ Typical
☐ Larger than Typical	☐ Less than Favorable

Zoning/Deed Restriction

Zoning: HDMU, High Density Mixed Use

☒ Legal ☐ No zoning

☐ Legal, non-conforming

☐ Illegal

Covenants, Condition & Restrictions ☐ Yes ☒ No ☐ Unknown

Documents Reviewed ☐ Yes ☒ No

Ground Rent $ /

Utilities

Electric	☒ Public	☐ Other	
Gas	☒ Public	☐ Other	
Water	☒ Public	☐ Other	
Sewer	☒ Public	☐ Other	

Off Site Improvements

Street	☒ Public	☐ Private	
Alley	☐ Public	☐ Private	
Sidewalk	☐ Public	☐ Private	
Street Lights	☐ Public	☐ Private	

Site description and characteristics: **The subject property is a square shaped parcel of land located in the southwest corner of the Cody Lane and Johnson Avenue. All of the property appears to be uplands and the property has water run-off to the holding pond adjacent to the south. The parcel is a corner parcel. The highest and best use of the site would appear to be for multifamily duplex or triplex development.**

HIGHEST AND BEST USE ANALYSIS

☐ Present Use ☐ Proposed Use ☒ Other

Summary of highest and best use analysis: **Given the location and shape of the property, the highest and best use of the site as vacant is improved multifamily residential use.**

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Client:	Escambia County	Client File #:	
Subject Property:	991 Cody Ln, Pensacola, FL 32514	Appraisal File #:	RL19049L-E

SITE VALUATION

Site Valuation Methodology

☒ Sales Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparable sales are available.

☐ Market Extraction: A method of estimating land value in which the depreciated cost of the improvements on the improved property is estimated and deducted from the total sale price to arrive at an estimated sale price for the land; most effective when the improvements contribute little to the total sale price of the property.

☐ Alternative Method: (Describe methodology and rationale)

Site Valuation

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	991 Cody Ln Pensacola, FL 32514	80 E Olive Rd Pensacola, FL 32514		1130 Creighton Rd Pensacola, FL 32504		2900 E Johnson Ave Pensacola, FL 32514	
Proximity to Subject		1.32 miles SW		1.97 miles SE		2.03 miles E	
Data Source/ Verification		CMLS #2284783 Public Records		CMLS #2282665 Public Records		CMLS #2260049 Public Records	
Sales Price	$		$ 90,000		$ 200,000		$ 80,000
Price / Sq.Ft.	$		$ 1.05		$ 3.06		$ 1.31
Sale Date		12/21/2018		11/30/2018		1/26/2018	
Location	CnrCody&Johnso	Olive Road	+0.35	Creighton Road	-1	Johnson Ave.	+0.35
Site Size	33,344 Sq.Ft.	85,813 SF	+0.6	65,340 SF	+0.25	60,984 SF	+0.25
Site View	Residential	Residential		Commercial		Comm/Res.	
Site Improvements	None	Old House		None		None	
Zoning	HDMU	HC/LI		Commercial		HDR	
Net Adjustment		☒ + ☐ −	$ 0.95	☐ + ☒ −	$ -0.75	☒ + ☐ −	$ 0.6
(Adj.s, N.A. & I.V. are in $ / Sq.Ft.)		Net Adj. 90.5 %	($ 0.95 /Sq.Ft.)	Net Adj. 24.5 %	($ -0.75 /Sq.Ft.)	Net Adj. 45.8 %	($ 0.60 /Sq.Ft.)
Indicated Value		Gross Adj. 90.6 %	$ 2	Gross Adj. 40.8 %	$ 2.31	Gross Adj. 45.7 %	$ 1.91
Prior Transfer History	6/15/2016 $47,000	None noted three years prior.		None noted three years prior.		None noted three years prior.	

Site Valuation Comments: **The subject property is an approximate 33,344 square foot parcel of land located in the southwest corner of Johnson Avenue and Cody Lane. The property is zoned High Density Mixed Use allowing for numerous residential and commercial uses. The property remains listed for sale at $79,000. Given the location and zoning, I performed a search in the Pensacola area for recent sales of commercial lots in the neighborhood resulting in the three sales selected above. The comparables ranged in size from 60,984 to 85,813 square feet and reflected overall prices ranging from $80,000 to $200,000 or $1.05 to $3.06 per square foot. An upward adjustment of $0.35/SF was applied to sales one and three for inferior locations with a downward adjustment of $1.00/SF applied to sale two for its superior location. All three sales are larger in size as compared to the subject with each requiring an upward size adjustment.**

Site Valuation Reconciliation: **Once the adjustments are applied, the sales reflect an adjusted range of $1.91 to $2.31 per square foot, averaging $2.08/SF. With about equal weight to each adjusted sale, I estimate the subject's value at $2.08 per square foot or $6\9,356 rounded to $69,500 as of April 10, 2019. This is below the asking price, however given the three recent sales and the length of time the property has been on the market, it appears to be supported.**

Opinion of Site Value	$ 69,500

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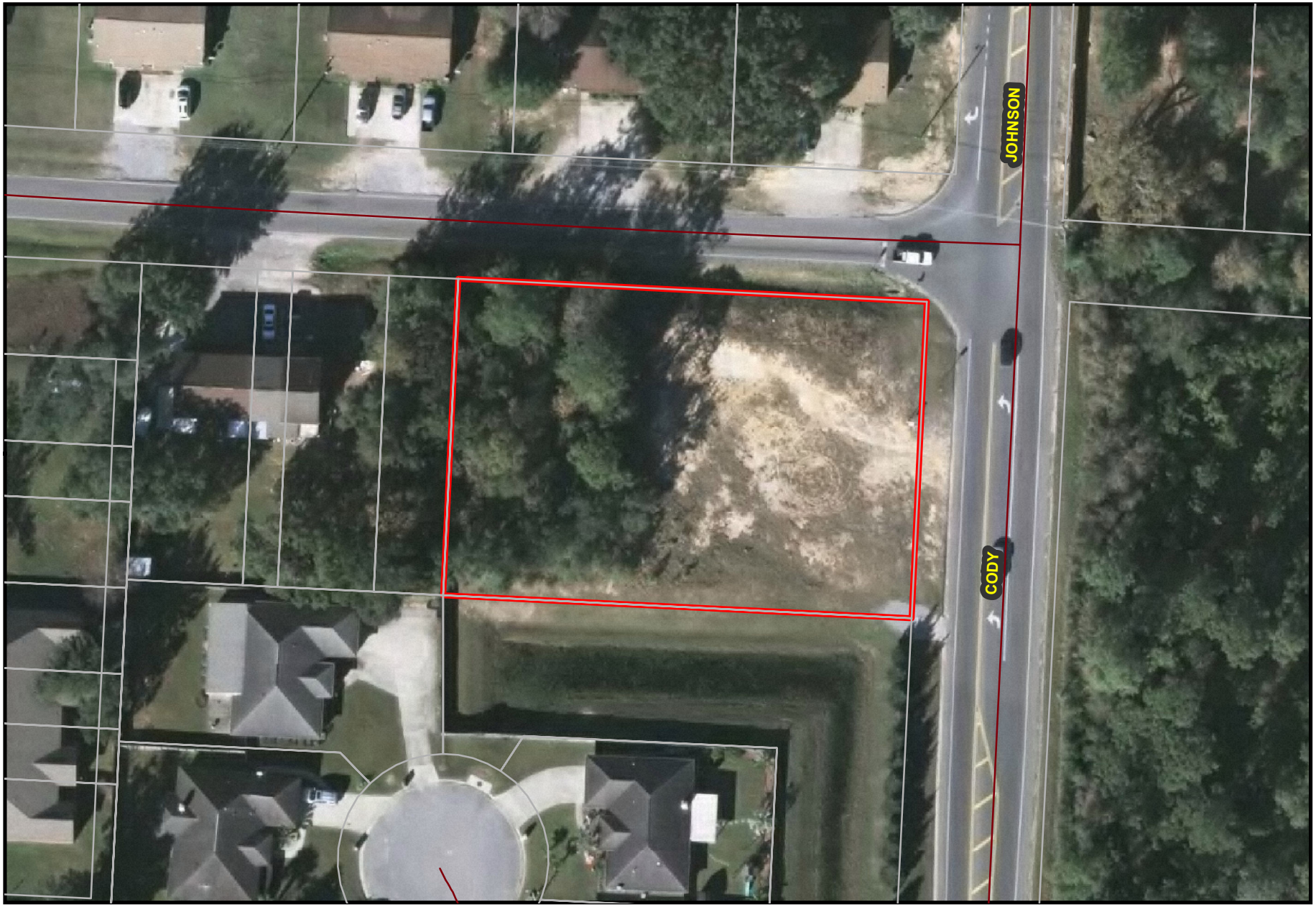
Johnson Avenue and Cody Lane Intersection



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MLW 7/30/19 DISTRICT 3

2016
Aerial Photo

James G. Linker Living Trust and Charles W. Hawk Property
991 Cody Lane

PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes (2018) under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, James G. Linker, as Trustee of the James G. Linker Living Trust dated December 17, 2015, a Living Trust, do hereby attest and affirm:

1. That the address for the James G. Linker Living Trust dated December 17, 2015 is _____:

2. That the following entity or individuals have a beneficial interest in the real property described in Exhibit A:

A. JAMES G. LINKER 424 Bowman Dr, Pensacola, Fl. 32504
(Name) (Address)

Relationship/Interest: 100% - SELF

B. _____
(Name) (Address)

Relationship/Interest: _____

C. _____
(Name) (Address)

Relationship/Interest: _____

D. _____
(Name) (Address)

Relationship/Interest: _____

3. That this disclosure has been made at least 10 days prior to the conveyance of any real property interest as described in Exhibit A to Escambia County, Florida.

James G. Linker Living Trust dated December 17, 2015

Witness _____

Print Name KELLI A PEARCE

By: _____ TTEE
James G. Linker, Trustee

Witness _____

Print Name Eugenia Nicholson

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 1st day of August, 2019, by James G. Linker, as Trustee of James G. Linker Living Trust dated December 17, 2015, a Living Trust on behalf of the Trust. He ( ) is personally known to me, or (✓) has produced current Driver's License as identification.

_____
Signature of Notary Public

Michelle Mellett
Printed Name of Notary Public

(Notary Seal)

Michelle Mellett
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG022311
Expires 8/17/2020

EXHIBIT "A"

Parcel A, Grand Cedars Reserve, according to the Plat thereof, recorded in Plat Book 17, Page 13, of the Public Records of Escambia County, Florida.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16549 **County Administrator's Report 9. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 08/15/2019
Issue: Request for Subordination of Mortgage for Gregory Street Rental Project
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Subordination of Mortgage for the Gregory Street Rental Project - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Request for Subordination of Mortgage between Escambia County, ServisFirst Bank, and Community Enterprise Investments, Inc., F/K/A Community Equity Investments, Inc., for the Gregory Street Rental Project:

A. Approve the Request for Subordination of Mortgage, subject to Legal review and approval, for the HOME Investment Partnerships Program (HOME) and State Housing Initiatives Partnership (SHIP) Program assisted Gregory Street Rental Project, owned by Community Enterprise Investments, Inc. (CEII); and

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

[Funding: N/A]

BACKGROUND:

On May 18, 2000, the Board approved a Rental Development Agreement with CEII for utilization of HOME Investment Partnerships Program (HOME) and State Housing Initiatives Partnership (SHIP) program funds to construct a 10 unit scattered site rental development for low income households (Exhibit I) named Gregory Street Rental Project. CEII developed the facility and has continued to operate the development for the intended purpose since initial occupancy in compliance with the original Agreement and Mortgage and Note related to the development (see **Exhibit I** for copy of recorded Mortgage).

CEII has submitted a request (Exhibit II) for the County to subordinate the County HOME/SHIP mortgage so they may secure a new first mortgage loan not to exceed $200,000, to pay off the balance of their first mortgage on this development, to make needed capital improvements for various affordable rental developments owned by CEII (estimated at $100,000), and to secure a credit line to use for future rental and homeownership affordable housing projects. The capital improvements to be performed include roofing replacement, wood repairs, and painting and will target older developments in their portfolio. Repairs are scheduled to be made at Devilliers Gardens (16 units/completed 1990); Carr Cottages (6 units/completed 1999); Valcour Villas (4 units/completed 1998); and Gregory Street Rentals (2 units/completed in 2001). All of these developments with the exception of Valcour Villas still have an encumbrance with the County.

$40,517 is still owed to the County on its second mortgage, with the balance to expire in 2023, provided that CEII stays compliant with the HOME/SHIP Agreement, Mortgage, and Note requirements. The County does not receive any monthly payments on this second mortgage. The Gregory Street property was monitored by the Neighborhood Enterprise Division (NED) with a file review in December 2018 and physical inspections of five units in February 2019. All units are in compliance. NED is not aware of any compliance issues with any other CEII developments.

BUDGETARY IMPACT:

No County expenditures are involved in this transaction. Any recording or property transfer fees that arise will be paid by CEII.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement for Subordination of Mortgage (Exhibit III) is subject to Legal review and signoff.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Mortgage subordination requests must be reviewed and approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, Mortgage subordination will be coordinated with CEII. Neighborhood Enterprise Division (NED) will oversee the process with the assistance of the County Attorney's Office to the extent necessary. NED will continue with the monitoring of the Project for rents, income limits, and occupancy requirements.

Attachments

Ex I-Gregory St Mortgage

Ex II-Subordination Request CEII Gregory St

Ex III-Subordination Agreement

EXHIBIT I

OR BK 4710 PG0840
Escambia County, Florida
INSTRUMENT 2001-844934

THIS INSTRUMENT PREPARED BY:
RANDY WILKERSON, EXECUTIVE DIRECTOR
NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.
P.O. BOX 18178
PENSACOLA, FLORIDA 32523
(904) 458-0466

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE (hereinafter referred to as to "Mortgage"), is made and entered into this 21st day of May, 2001, between the Mortgagor, **COMMUNITY EQUITY INVESTMENTS, INC.**, a Florida not-for-profit corporation (herein sometimes "Borrower"), and the Mortgagee, **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, 223 Palafox Place, Pensacola, Florida 32597, (hereafter referred to as "Mortgagee").

W I T N E S S E T H :

1.01 PREMISES. For and in consideration of an Indebtedness from Borrower to Lender in the principal sum of **Two Hundred Twenty Two Thousand Eight Hundred Fifty Seven Dollars and No Cents ($222,857.00), comprised of $172,548.77 in 1997 HOME Investment Partnership Act (HOME) Program funds and $50,308.23 in State Housing Initiatives Partnership ("SHIP") Program funds**, which Indebtedness is evidenced by Borrower's Note of even date herewith (herein "Note"). In order to secure the Indebtedness and other obligations of Borrower hereinafter set forth, Borrower does hereby grant, bargain, sell, convey, assign, transfer, pledge and set over unto Mortgagee and the successors, successors in title, and assigns of Mortgagee all of the following land and interest in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances (herein referred to individually and collectively as the "Premises").

A. LAND. All those certain tracts, pieces or parcels of land (herein "Property") located in the County of Escambia, State of Florida, described as follows:

See Exhibit "A"

B. APPURTENANCES. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblements now or hereafter located on the land or under or above the same or any part of parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower (hereinafter sometimes referred to as "Appurtenances").

1.02 WARRANTIES OF TITLE. Borrower covenants that Borrower is lawfully seized and possessed of the Premises as aforesaid, and has a good right to convey the same, that the same are unencumbered, and that the Borrower does warrant and will forever defend the title thereto against the claims of all persons whomsoever.

1.03 INDEBTEDNESS. This Mortgage is given to secure the performance of all obligations set forth herein and the following described Indebtedness:

A. The debt evidenced by the Promissory Note referred to in Paragraph 1.01, together with any and all renewals, modifications, consolidations and extension of the Indebtedness evidenced by the Note;

B. Any and all additional advances made by Mortgagee to protect or preserve the Premises or the security interest created hereby on the Premises, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Borrower's obligations hereunder provided or for performance of any of Borrower's obligations hereunder or for any other purpose provided herein (whether or not Borrower remains the owner of the Premises at the time of such advances); and

Provided, always, and it is the true intent and meaning of the parties to these presents, that when Borrower, his successors or assigns, shall pay or cause to be paid to Mortgagee, his successors or assigns, the Indebtedness according to the conditions and agreements of the Note and of this Mortgage, and shall perform all of the obligations according to the true intent and meaning of the Note and this Mortgage and the conditions thereunder and hereunder, then this Mortgage shall cease, determine and be null and void; otherwise this Mortgage shall remain in full force and effect.

1.04 SUBORDINATION OF MORTGAGE. Mortgagee acknowledges that the property is subject to a first mortgage in favor of Whitney National Bank in the amount of $ 250,000, dated May 17, 2000, recorded on May 22, 20 00, in Official Record Book 4560 at Page 1142; and a second mortgage in favor of N/A, dated _____, recorded on _____, 20___, in Official Record Book _____ at Page _____, all recording references being to the public records of Escambia County, Florida; and that this mortgage is subordinate and inferior to said mortgages (such mortgages shall be hereinafter referred to as the "first mortgage" and the "second mortgage"). **NOTE: Specific information concerning superior mortgages shall be completed at closing.**

COVENANTS AND AGREEMENTS

2.01 PAYMENT OF INDEBTEDNESS. Borrower shall pay the Note according to the tenure thereof and the remainder of the Indebtedness promptly as the same shall become due and payable in accordance with the terms of the Note.

2.02 **TAXES, LIENS AND OTHER CHARGES.**

A. Borrower shall pay, on or before the due date thereof, all taxes, assessments, levies, license fees, permit fees and other charges (in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon, the Premises or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and shall submit to Mortgagee such evidence of the due and punctual payment of all taxes, assessments and other fees and charges as Mortgagee may require.

B. Borrower shall pay, on or before the due date thereof, all taxes, assessments, charges, expenses, costs and fees which may now or hereafter be levied upon, or assessed or charged against, or incurred in connection with, the Note, the other Indebtedness, this Mortgage or any other instrument now or hereafter evidencing, securing or otherwise relating to the Indebtedness, and shall submit to Mortgagee such evidence of the due and punctual payment of all such taxes, assessments, charges, expenses, costs and fees as Mortgagee may require.

C. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the law now in force governing the taxation of mortgages to secure debt or security agreements or debts secured thereby or the manner of collecting such taxes so as to adversely affect Borrower, Mortgagee will pay any such tax on or before the due date thereof.

D. Borrower will not permit or suffer any construction, mechanic's, materialmens, laborers or statutory or other liens to be filed of record or to remain outstanding against the Premises or any portion thereof.

2.03 **PRESERVATION AND MAINTENANCE OF PROPERTY.**

A. Borrower will keep the buildings, improvements, facilities, furnishings, landscaping, the Premises and other improvements of any kind now or hereafter erected on the Land or any part thereof in good repair and shall not commit waste or permit impairment or deterioration of the property. Borrower will do nothing which would or could increase the risk of fire or other hazard to the Premises or any part thereof or which would or could result in the cancellation of any insurance policy carried with respect to the Premises.

B. Borrower will not allow the removal, demolition or alteration of the structural character of any improvement located on the land, once the improvements are completed, without the written consent of Mortgagee. Borrower shall not remove or permit to be removed from the Land any item or items referred to in Paragraph 1.01(B) of this Mortgage

which are or may hereafter be in any way attached or affixed to the Land or any improvements thereof, except as may be required in the course of constructing improvements as approved by the Mortgagee.

C. If the Premises or any part thereof is damaged by fire or other cause, Borrower will give immediate written notice thereof to Mortgagee.

D. Mortgagee or its representative is hereby authorized to enter upon and inspect the Premises an any time during normal business hours.

E. Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

F. Violation of any of the foregoing provisions shall constitute a default.

2.04 LIMIT OF VALIDITY. If from any circumstances whatsoever, fulfillment of any provision of this Mortgage or the Note(s) which it secures, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Note that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this paragraph shall control every other provision of this Mortgage and of the Note.

DEFAULT AND REMEDIES

3.01 DEFAULT. The terms "Default" or "Defaults", wherever used in this Mortgage, shall mean any one or more of the following events:

A. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness as evidenced by the Mortgage; or

B. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of the Mortgage; or

C. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness; or

D. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of this Mortgage; or

E. Failure by Borrower duly to observe or perform any term, covenant, condition, or agreement in any other agreement now or hereafter evidencing, securing or otherwise relating to the Notes or this Mortgage; or

F. Any representation or warranty of Borrower relating to the this Mortgage, the Note, or Borrower's Agreement with Escambia County dated MAY 18, 2000, providing terms and conditions for the provision of rental development assistance through the Escambia Consortium HOME Investment Partnerships Program ("HOME"), this Mortgage or the Indebtedness proves to be untrue or misleading in any material respect; or

G. Failure of Borrower to comply with long-term affordability requirements associated with the HOME Investment Partnerships Act, 24 CFR Part 92, specifically with regard to continuing occupancy of HOME assisted units by eligible low income families, compliance with monthly HOME maximum rent controls for families at 50% and at 65% of median income (as adjusted by HUD), provision for maintenance of HOME assisted rental units to ensure continuing conformity with HUD minimum Housing Quality Standards, and compliance with fair housing and equal access provisions of Federal Law. For a minimum HOME affordability period of twenty two (22) years from the date of execution of this Mortgage, Borrower unconditionally warrants that occupancy of the **ten (10) units** developed on the property described in **EXHIBIT "A"** and provided as surety for this mortgage shall at all times during the affordability period meet the requirements of 24 CFR Part 92.252 and 92.253. Borrower asserts that during the affordability period a minimum of **60%** of the rental units shall be occupied by families who have annual adjusted incomes that are at or below 50% of the Pensacola MSA median income (adjusted for family size) as promulgated by HUD. Such units shall have monthly rents which equal 30% of the monthly income for households at 50% of the Pensacola MSA median income minus any tenant paid utilities. The remaining units shall be occupied by families with incomes at or below 60% of the Pensacola MSA median income (adjusted for family size) as promulgated by HUD and further. Such units shall have monthly rents which are the lessor of either: the Section 8 Fair Market Rents (FMR) for existing housing minus any tenant paid utilities, or 30% of adjusted income for households at 65% of Pensacola MSA median income minus tenant paid utilities. Maximum monthly rents shall be in accord with low and high HOME rent levels, adjusted for tenant paid utilities, as promulgated and periodically updated by HUD.

H. The filing by Borrower (or any maker, endorser or guarantor of the Note of a voluntary petition in bankruptcy or the filing by Borrower (or such maker, endorser or guarantor) or any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other laws or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower (or any such makers, endorsers or guarantors seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of Borrower (such maker, endorser or guarantor) or all or any substantial part of the Premises or of any other property or assets of Borrower (such *maker, endorser or guarantor) or of any or all of the income, rents, issues, profits or revenues thereof, or the making by Borrower (or any such maker, endorser or guarantor) of any general assignment for the benefit of creditors, or the admission in writing by Borrower (or for any such maker, endorser or guarantor) of its inability to pay its debts generally as they become due or the commission by Borrower (or any such maker, endorser or guarantor) of an act of bankruptcy; or

I. The filing of a petition against Borrower (or any maker, endorser or guarantor) of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Borrower (or any such maker, endorser or guarantor) or of all or any substantial part of the Premises or of any or all of the incomes, rents, issues, profits or revenues thereof unless such petition shall be dismissed within thirty (30) days after such filing, but in any event prior to the entry of an order, judgment or decree approving such petition; or

J. The Premises are subjected to actual or threatened waste, or any part thereof is removed, demolished or altered without the prior written consent of Mortgagee.

3.02 ACCELERATION OF MATURITY. If a default shall have occurred, then the entire Indebtedness shall accelerate, at the option of Mortgagee, immediately become due and payable in full without notice or demand, time being of the essence of the Note and of this Mortgage; and no omission on the part of Lender to exercise such option when entitled to do so shall be construed as a waiver of such right.

3.03 ENFORCEMENT.

A. If a Default shall have occurred, Mortgagee, at its option, may institute legal proceedings for the foreclosure of any or all of its rights under this Mortgage.

B. Mortgagee shall have the right from time to time to enforce any legal or equitable remedy against Borrower, including without limitation suing for any sums, whether interest, principal or any installment of either or both, taxes, penalties or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Indebtedness shall then be due, and without prejudice to the right of Mortgagee thereafter to enforce any other remedy, including without limitation an action of foreclosure, whether or not such other remedy be based upon a Default which existed at the time of commencement of an earlier or pending action, and whether or not such remedy be based upon the same Default upon which an earlier or pending action is based.

3.04 ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the indebtedness evidenced by the Note, interest thereon, insurance premiums, taxes and assessments, and all other sums required to be paid by Borrower, at the time and in the manner herein agreed, and for the performance of the covenants and agreements herein contained, Borrower does hereby sell, assign, transfer, and set over unto Mortgagee herein all the leases, lease agreements and lease arrangements, together with all rents, dues, profits or income under any written or oral leases of all or any part of the mortgaged premises whether such leases are now in existence or hereafter come into existence during the period this Mortgage

is in effect. This assignment of rents shall run with the land and be good and valid as against Borrower herein, or those claiming by, under or through Borrower, from the date of the recording of this instrument. This assignment shall continue to be operative during any foreclosure or any other proceedings taken to enforce this Mortgage, and the collection of rents by Mortgagee shall in no way waive the right of Mortgagee to foreclose the Mortgage in the event of any default by Borrower. In the event of a sale on foreclosure which shall result in a deficiency, this assignment shall stand as security for the payment of such deficiency. So long as Borrower is not in default, Borrower shall be entitled to collect said rents, in the manner provided in paragraph 1.04, above, without the necessity of Court appointment of a receiver.

3.05 APPOINTMENT OF RECEIVER. In the event that at the beginning of or at any time pending any action upon this Mortgage or to foreclose or reform it or to enforce payment of any claims under it, Mortgagee shall apply to the court having jurisdiction for the appointment of a receiver, the court forthwith shall appoint a receiver of the Premises and singular, including all and singular the income, profits, issues and revenues form whatever source derived, each and every one of which, it being expressly understood, is mortgaged by this instrument as if specifically set forth and described in its granting and habendum clauses, and the receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver. The appointment shall be made by the court as an admitted equity and matter of absolute right to Mortgagee, without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of Borrower or the defendant. All rents, profits, incomes, issues and revenues shall be applied by the receiver according to the lien or equity of Mortgagee and the practice of the court, and the appointment of the receiver shall be without notice to any obligor under this Mortgage.

3.06 WAIVER OF EXEMPTIONS. Borrower warrants that no portion of the Premises constitutes the "homestead" off any person whomsoever as defined by the laws and constitution of the State of Florida and hereby waives and renounces all exemption rights in and to the Premises as against the collection of the Indebtedness or any part thereof.

3.07 REMEDIES CUMULATIVE. No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive or any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

3.08 WAIVER. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's rights to accelerate the maturity of the Indebtedness secured by this Mortgage.

3.09 **SUITS TO PROTECT THE PREMISES.** Mortgagee shall have the power to institute and maintain such suits and proceedings as it may deem expedient (i) to prevent any impairment of the Premises by any acts which may be unlawful or constitute a Default under this Mortgage, (ii) to preserve or protect its interest in the Premises and in the income, rents, issues, profits and revenues arising therefrom and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Mortgagee. In any such action Mortgagee shall be entitled to receive from Borrower all costs and reasonable attorney's fees.

MISCELLANEOUS

4.01 **SUCCESSORS AND ASSIGNS.** This Mortgage shall inure to the benefit of and be binding upon Borrower and Mortgagee and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns. Whenever a reference in this Mortgage is made to "Borrower" or "Mortgagee" such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of Borrower and Mortgagee, as the case may be. The foregoing shall not authorize the encumbrance, pledge, conveyance, transfer or assignment of all or any portion of Borrower's interest in the Premises without the prior written consent of Mortgagee.

4.02 **SEVERABILITY.** If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4.03 **APPLICABLE LAW.** This instrument shall be governed by and construed in accordance with the laws of the State of Florida.

4.04 **TIME OF THE ESSENCE.** Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this Mortgage, the Note and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Indebtedness.

4.05 **ATTORNEY'S FEES.** The enforcement of the Note, this Mortgage or any other obligation evidencing, securing or otherwise relating to the Indebtedness, Mortgagee shall be entitled to recover from Borrower all costs and reasonable attorney's fees. The meaning of the term "legal fees" or "attorney's fees" or other references to the fees of attorneys or counsel, wherever used in this Mortgage, shall be deemed to include, without limitation, all reasonable legal fees relating to litigation or appeals at any and all levels of courts and administrative tribunals.

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date first above written.

Signed, sealed and delivered in the presence of:

Print Name JEAN HARRIS

Print Name Alexa K. Morgan

BORROWER:
COMMUNITY EQUITY INVESTMENTS, INC.

BY: _____
Its: President

Print Name: Daniel R. Horvath

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of May, 2001, by Daniel R. Horvath, who is President of Community Equity Investments Inc., a Florida not for profit corporation, and who has produced _____ as identification) or who is personally known to me.

_____
NOTARY PUBLIC
Print Name _____
Commission No.: _____
My Commission Expires: _____

SEAL

ELBERT JONES, JR
NOTARY PUBLIC - STATE OF FLORIDA
My Commission Expires February 16, 2002
Comm. No. CC 701599

OR BK 4710 PG0849
Escambia County, Florida
INSTRUMENT 2001-844934

EXHIBIT "A"

GREGORY STREET RENTALS

Legal Description:

Lot 15, Block 80 of the West King Tract, Belmont Numbering, City of Pensacola, Escambia County, Florida, being according to Lot Numbering of Block 77 of said tract as per map of City copyrighted by Thomas C. Watson in 1906.

Lots 13 and 14, Block 7, Maxent Tract, City of Pensacola, State of Florida, as shown by map of said City copyrighted by Thomas C. Watson. (Property Appraiser ID No. 00 0S 00 9080 320 007).

Lots 4 and 5, Block 13, Maxent Tract, City of Pensacola, Escambia County, Florida, according to map of said City copyrighted by Thomas C. Watson in 1906.

RCD May 22, 2001 04:14 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-844934

CEII Community Enterprise Investments, Inc.

302 North Barcelona Street
Pensacola, Florida 32502
Web Site: www.ceii-cdc.org

Telephone (850) 595-6234
Fax (850) 595-6264
Toll Free (888) 605-2505

July 3, 2019

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
Neighborhood & Human Services Department
Escambia County
221 Palafox Place, Suite 200
Pensacola, FL 32502

Dear Ms. Reeves,

CEII is formally requesting a subordination by Escambia County on its forgivable HOME mortgage placed on the collective units known as Gregory Street Project, which consists of the following ten units: 113 North A Street units A – D; 619 W. Gregory Street units A & B; 621 W. Gregory Street units A & B; and 505 W. LaRua Street units A & B. CEII is seeking to refinance these units in order to generate additional working capital for improvements to several of the company's affordable rentals including the sixteen units at 501 N. DeVilliers Street (DeVilliers Gardens Apartments), the two units at 619 W. Gregory Street and one unit at 3417 W. Gadsden Street. All of these units are being re-roofed and other necessary improvements will be made as well. In addition, CEII will maintain a working capital account for development costs associated with the construction of new homes for first time homebuyers and additional affordable rental units.

The current balance of Escambia County's forgivable second mortgage is approximately $40,500. ServisFirst Bank is providing the financing in the amount of $200,000 and the current first mortgage balance (Hancock Bank) to be paid off is approximately $4,000. The tax-assessed value of the ten units is $459,779. Based on results of a current market valuation, all ten units may not be required as collateral for financing.

Background

Community Enterprise Investments, Inc. (CEII) is a local not for profit agency established in 1974 that has provided affordable housing for both homeownership and rentals since 1990. We are a small local developer that has developed over 200 affordable rental units in Escambia County. The majority of those units are small scattered site duplexes and triplexes that have been funded with private loans and supplemented with County/City HOME and/or SHIP funding. CEII

manages all rental developments in-house. As a condition of funding provided by the County, most of the developments have committed to affordability requirements for 22-30 years. In order to qualify for HUD HOME Community Housing Development Organization (CHDO) funding, CEII has to meet standards to qualify as a CHDO that are set by HUD. CEII is required to follow compliance guidelines as required for the HOME CHDO funding (not for profit status, affordable housing as agency purpose, capacity in staffing and financials, requirement for low income representation of at least 1/3 on its Board, documentation of community service, input from beneficiaries regarding design, management of development, etc..). This must be documented each and every time HOME funds are committed to a project.

Over the years, CEII has constructed workforce housing specifically targeted to be affordable for first-time homebuyers. We have developed and sold 50+ units over the years. When Santa Rosa County received special Neighborhood Stabilization Program (NSP) grant program funding in 2010-12 that was targeted toward foreclosed and blighted properties, CEII was one of three not-for- profits that acquired distressed properties in target areas and rehabbed those units as affordable rentals, completing 6 units.

CEII also is a HUD certified credit counseling agency--the only one that is present in Escambia County. We offer regular homebuyer education classes and one-on-one credit counseling at no charge to the community. Additionally, CEII operates the Small Business Administration's Microloan Program which provides small business loans of up to $50k to entrepreneurs who have been unable to obtain conventional bank financing.

Please feel free to contact me if you have any questions or need any additional information.

Regards,

Percy L. Goodman, Jr.
Executive Director

Prepared By and Return To:
Matthew C. Hoffman of
Carver, Darden, Koretzky, Tessier, Finn,
Blossman & Areaux, LLC
801 West Romana Street, Suite A
Pensacola, FL 32502
File No._____

MORTGAGE SUBORDINATION AGREEMENT

THIS MORTGAGE SUBORDINATION AGREEMENT is made on this ___ day of August 2019, by and between **ESCAMBIA COUNTY**, a political subdivision of the State of Florida ("Existing Mortgagee"), whose address is 221 Palafox Place, Pensacola, Florida 32502; **SERVISFIRST BANK**, an Alabama banking corporation ("New Mortgagee"), whose address is 219 E. Garden Street, Suite 100, Pensacola, FL 32502; and **COMMUNITY ENTERPRISE INVESTMENTS, INC. f/k/a COMMUNITY EQUITY INVESTMENTS, INC.**, a Florida not-for-profit corporation, (the "Owner"), whose address is 302 North Barcelona Street, Pensacola, Florida 32501.

Recitals

WHEREAS, the Owner owns a certain parcel of land ("Property"), situated in Escambia County, Florida, and more fully described as follows:

See **Exhibit "A"** attached and incorporated by reference;

WHEREAS, the Owner, by an instrument dated May 21, 2001, granted and conveyed to the Existing Mortgagee a mortgage encumbering the Property and securing the payment of $222,857 ("Existing Mortgage"), which mortgage was recorded on May 22, 2001, in Official Record Book 4710, Page 840, of the Public Records of Escambia County, Florida;

WHEREAS, the Owner, by an instrument dated _____, 2019 granted and conveyed to New Mortgagee a mortgage encumbering the Property and securing the payment of $200,000 ("New Mortgage"), which mortgage was recorded on _____, 2019 in Official Record Book _____, Page _____, of the Public Records of Escambia County, Florida;

WHEREAS, the parties to this Mortgage Subordination Agreement desire that the lien of the Existing Mortgage shall be postponed in lien and operation, in the full amount, to the lien and operation of the New Mortgage;

NOW, THEREFORE, in consideration of Ten and No/00 Dollars ($10.00) and for other good and valuable consideration, the receipt of which is acknowledged by execution of this Agreement, the parties, intending to be legally bound by this Agreement, agree as follows:

1. **Subordination of Existing Mortgage.** The Existing Mortgage is subordinated and postponed in lien, payment, and distribution on any judicial sale of the Property to the lien of the New Mortgage to the full extent and in the aggregate amount of all advances made or to be made by the New Mortgagee.

2. **Effect of Subordination.** The subordination of the Existing Mortgage to the lien of the New Mortgage shall have the same force and effect as though the New Mortgage had been executed, delivered, and recorded in the recording office prior to the execution, delivery, and recordation of the Existing Mortgage.

3. **Default.** If any proceedings brought by the Existing Mortgagee, or by any successors or assigns of the Existing Mortgagee, against the Property, whether foreclosure proceedings are commenced on the Existing Mortgage or in execution of any judgment on the note or bond that it secures, the judicial sale in connection with the proceedings shall not discharge the lien of the New Mortgage. The foreclosure proceedings shall be specifically advertised as being under and subject to the lien and payment of the New Mortgage.

4. **Parties Bound.** This Agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the parties.

5. **Counterpart.** This Agreement may be executed in counterpart originals with each counterpart to be treated the same as a single original.

This Mortgage Subordination Agreement is given, executed, and delivered by the undersigned on the same day and year first written above.

Existing Mortgagee:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

By:_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

BCC Approved: _____

This Subordination Agreement is given, executed, and delivered by the undersigned on the same day and year first written above.

Signed, Sealed and Delivered
in the Presence of:

New Mortgagee:

ServisFirst Bank,
An Alabama banking corporation

_____
Witness Name: _____

By:_____
Printed Name: _____
As its: _____

_____
Witness Name: _____

State of Florida

County of Escambia

The foregoing Mortgage Subordination Agreement was acknowledged before me this day of July, 2019 by , as _____ of ServisFirst Bank, an Alabama banking corporation, on behalf of said corporation, who [_] is personally known or [_] has produced a driver's license as identification.

[Notary Seal]

_____
Notary Public A
Printed Name: _____

This Subordination Agreement is given, executed, and delivered by the undersigned on the same day and year first written above.

Signed, Sealed and Delivered
in the Presence of:

Owner:

Community Enterprise Investments, Inc.,
A Florida non-profit corporation,
f/k/a Community Equity Investments, Inc.

_____
Witness Name: _____

By:_____
Printed Name: _____
As its: _____

_____
Witness Name: _____

State of Florida

County of Escambia

The foregoing Mortgage Subordination Agreement was acknowledged before me this day of July, 2019 by , as _____ of Community Enterprise Investments, Inc. f/k/a Community Equity Investments, Inc., a Florida not-for-profit corporation, on behalf of said corporation, who [_] is personally known or [_] has produced a driver's license as identification.

[Notary Seal]

_____
Notary Public A
Printed Name: _____

Exhibit "A"

Lots 4 and 5, Block 13, Maxent Tract, City of Pensacola, Escambia County, Florida, according to map of said City copyrighted by Thomas C. Watson in 1906.

Lots 13 and 14, Block 7, Maxent Tract, City of Pensacola, Escambia County, Florida, according to map of said City copyrighted by Thomas C. Watson in 1906.

Lots 15, 16, and 17, Block 80, West King Tract, Belmont Numbering according to map of the City of Pensacola copyrighted by Thomas C. Watson in 1906. The lots of this block are numbered the same as Blocks 77 and 81.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16639 **County Attorney's Report 9. 1.**
BCC Regular Meeting **Action**
Meeting Date: 08/15/2019
Issue: Acceptance of Quitclaim Deeds in Connection with the Proposed Sale and Purchase with Navy Federal Credit Union
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of Quitclaim Deeds in Connection with the Proposed Sale and Purchase with Navy Federal Credit Union.

That the Board approve the acceptance and authorize the recording of the quitclaim deeds to the County from Arthur P. Bell, Jr. and Nellie J. Bell, Robert B. Bell and Carol S. Bell, and Frank Pilcher and Margaret G. Pilcher, in connection with the proposed sale and purchase of approximately 96 acres to Navy Federal Credit Union.

BACKGROUND:

The survey of the eastern portion of NOLF-8 prepared for Navy Federal Credit Union in 2019 disagrees with the surveys prepared for the Navy in 2011 and the County in 2016. Specifically, Navy Federal Credit Union's survey shows a potential deed overlap along the northeast portion between the NOLF-8 property and adjacent parcels previously purchased by Navy Federal Credit Union. The attorney for Navy Federal Credit Union obtained quitclaim deeds from the Bells/Pilchers to address any potential claims arising out of the disparity. Upon approval by the Board, Navy Federal Credit Union's attorney will record the quitclaim deeds in advance of the anticipated closing on the sale of the County's acreage to Navy Federal Credit Union later this year.

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

QC Deed - Arthur and Nellie Bell
QC Deed - Robert and Carol Bell
QC Deed - Frank and Margaret Pilcher

Prepared By:
Adam C. Cobb, of
Emmanuel, Sheppard & Condon, P.A.
30 S. Spring Street
Pensacola, FL 32502
File #: N0033-146151

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated the 26 day of July, 2019, by **ARTHUR P. BELL, JR. AND NELLIE J. BELL**, husband and wife (hereinafter referred to as "GRANTOR") to **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, FL 32502 (hereinafter referred to as "GRANTEE"). (Wherever used herein the terms GRANTOR and GRANTEE include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of entities.)

WITNESSETH: That GRANTOR, for and in consideration of the sum of $10.00 and other valuable consideration in hand paid by GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and quit-claim unto GRANTEE forever, all the right, title, interest, claim and demand which GRANTOR has in and to the following described lot, piece or parcel of land, situate, lying and being in **ESCAMBIA** County, Florida, to-wit:

Commence at the Northwest corner of said Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence South 02 degrees 19 minutes 12 seconds West along the West line of said Section 4 for a distance of 12.14 feet to the South right of way line of Frank Reeder road according to deed recorded in Official Record Book 8037 at Page 1132 of the public records of said County; thence South 87 degrees 31 minutes 01 seconds East (this course and the next two along said South right of way line) for a distance of 386.69 feet; thence South 86 degrees 33 minutes 28 seconds East for a distance of 143.74 feet for the POINT OF BEGINNING.

Thence continue South 86 degrees 33 minutes 28 seconds East for a distance of 836.95 feet to the Northwest corner of said parcel described in Official Record Book 8037 at Page 1132; thence South 02 degrees 46 minutes 23 seconds West along the East line of said parcel described in Official Record Book 8037 at Page 1132 for a distance of 5213.12 feet to the Southwest corner of Heritage Oaks Commerce Park according to the plat recorded in Plat Book 17 at pages 60 and 60A of the public records of said County, said point also being the Southeast corner of said parcel described in Official Record Book 8037 at Page 1132, and being on the North right of way line of Nine Mile Road (U.S. Highway Alternate #90, 200 foot R/W); thence North 87 degrees 11 minutes 02 seconds West along said North R/W line for a distance of 800.03 feet to a point on a line being parallel to and 800 feet West of the East line of the West Half of

the West Half of said Section 4; thence North 02 degrees 22 minutes 07 seconds East along said line being parallel to and 800 feet West of said East line of the West Half of the West Half for a distance of 5222.42 feet to the POINT OF BEGINNING.

All lying and being in Section 4, Township 1 South, Range 31 West, Escambia County, Florida.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said GRANTOR, either in law or equity, to the only proper use and benefit of the said Grantee forever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

Signed, sealed and delivered
in the presence of:

Print Name: Arthur P. Bell, Jr.

Arthur P. Bell, Jr.

Print Name: ROBERT PARKHURST

Monica MacPherson

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 26th day of July, 2019, by Arthur P. Bell, Jr., who personally appeared before me and who is personally known to me or who produced Florida DL as identification.

Notary Public for the State of Florida

[NOTARY SEAL]

MONICA MACPHERSON
MY COMMISSION # GG 202369
EXPIRES: April 6, 2022
Bonded Thru Notary Public Underwriters

[A separate signature page follows.]

Signed, sealed and delivered
in the presence of:

NELLIE
Print Name: DAVIS BELL

Nellie J. Bell
Nellie J. Bell

Print Name: ROBERT PARLICHUK ST

Monica Macpherson
Monica Macpherson

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 26th day of July, 2019, by Nellie J. Bell, who personally appeared before me and who is personally known to me or who produced _____ as identification.

Monica Macpherson
Notary Public for the State of Florida

[NOTARY SEAL]

MONICA MACPHERSON
MY COMMISSION # GG 202369
EXPIRES: April 6, 2022
Bonded Thru Notary Public Underwriters

Quitclaim Deed – signature page

Prepared By:
Adam C. Cobb, of
Emmanuel, Sheppard & Condon, P.A.
30 S. Spring Street
Pensacola, FL 32502
File #: N0033-146151

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated the 25 day of July, 2019, by **ROBERT E. BELL AND CAROL S. BELL**, husband and wife (hereinafter referred to as "GRANTOR") to **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, FL 32502 (hereinafter referred to as "GRANTEE"). (Wherever used herein the terms GRANTOR and GRANTEE include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of entities.)

WITNESSETH: That GRANTOR, for and in consideration of the sum of $10.00 and other valuable consideration in hand paid by GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and quit-claim unto GRANTEE forever, all the right, title, interest, claim and demand which GRANTOR has in and to the following described lot, piece or parcel of land, situate, lying and being in **ESCAMBIA** County, Florida, to-wit:

Commence at the Northwest corner of said Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence South 02 degrees 19 minutes 12 seconds West along the West line of said Section 4 for a distance of 12.14 feet to the South right of way line of Frank Reeder road according to deed recorded in Official Record Book 8037 at Page 1132 of the public records of said County; thence South 87 degrees 31 minutes 01 seconds East (this course and the next two along said South right of way line) for a distance of 386.69 feet; thence South 86 degrees 33 minutes 28 seconds East for a distance of 143.74 feet for the POINT OF BEGINNING.

Thence continue South 86 degrees 33 minutes 28 seconds East for a distance of 836.95 feet to the Northwest corner of said parcel described in Official Record Book 8037 at Page 1132; thence South 02 degrees 46 minutes 23 seconds West along the East line of said parcel described in Official Record Book 8037 at Page 1132 for a distance of 5213.12 feet to the Southwest corner of Heritage Oaks Commerce Park according to the plat recorded in Plat Book 17 at pages 60 and 60A of the public records of said County, said point also being the Southeast corner of said parcel described in Official Record Book 8037 at Page 1132, and being on the North right of way line of Nine Mile Road (U.S. Highway Alternate #90, 200 foot R/W); thence North 87 degrees 11 minutes 02 seconds West along said North R/W line for a distance of 800.03 feet to a point on a line being parallel to and 800 feet West of the East line of the West Half of the West Half of said Section 4; thence North 02 degrees 22 minutes 07

seconds East along said line being parallel to and 800 feet West of said East line of the West Half of the West Half for a distance of 5222.42 feet to the POINT OF BEGINNING.

All lying and being in Section 4, Township 1 South, Range 31 West, Escambia County, Florida.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said GRANTOR, either in law or equity, to the only proper use and benefit of the said Grantee forever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

Signed, sealed and delivered
in the presence of:

Print Name: Annette H Hirsch

Robert E. Bell

Print Name: Daniel Moore

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 25th day of July, 2019, by Robert E. Bell, who personally appeared before me and who is personally known to me or who produced GA Driver's License as identification.

Notary Public for the State of ~~Florida~~ Georgia

[NOTARY SEAL]

[A separate signature page follows.]

LINDSAY B. BARNES NOTARY PUBLIC RICHMOND COUNTY, GEORGIA EXP. 03/09/2020

Signed, sealed and delivered
in the presence of:

Print Name: Annette N Hirsch

Print Name: Daniel Moore

Carol S. Bell

Carol S. Bell

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 25th day of July, 2019, by Carol S. Bell, who personally appeared before me and who is personally known to me or who produced GA Drivers License as identification.

Notary Public for the State of ~~Florida~~ Georgia

[NOTARY SEAL]

LINDSAY B. BARNES NOTARY PUBLIC RICHMOND COUNTY, GEORGIA EXP. 03/09/2020

Quitclaim Deed – signature page

Prepared By:
Adam C. Cobb, of
Emmanuel, Sheppard & Condon, P.A.
30 S. Spring Street
Pensacola, FL 32502
File #: N0033-146151

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated the 26th day of July, 2019, by **FRANK PILCHER AND MARGARET G. PILCHER**, husband and wife (hereinafter referred to as "GRANTOR") to **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, FL 32502 (hereinafter referred to as "GRANTEE"). (Wherever used herein the terms GRANTOR and GRANTEE include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of entities.)

WITNESSETH: That GRANTOR, for and in consideration of the sum of $10.00 and other valuable consideration in hand paid by GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and quit-claim unto GRANTEE forever, all the right, title, interest, claim and demand which GRANTOR has in and to the following described lot, piece or parcel of land, situate, lying and being in **ESCAMBIA** County, Florida, to-wit:

Commence at the Northwest corner of said Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence South 02 degrees 19 minutes 12 seconds West along the West line of said Section 4 for a distance of 12.14 feet to the South right of way line of Frank Reeder road according to deed recorded in Official Record Book 8037 at Page 1132 of the public records of said County; thence South 87 degrees 31 minutes 01 seconds East (this course and the next two along said South right of way line) for a distance of 386.69 feet; thence South 86 degrees 33 minutes 28 seconds East for a distance of 143.74 feet for the POINT OF BEGINNING.

Thence continue South 86 degrees 33 minutes 28 seconds East for a distance of 836.95 feet to the Northwest corner of said parcel described in Official Record Book 8037 at Page 1132; thence South 02 degrees 46 minutes 23 seconds West along the East line of said parcel described in Official Record Book 8037 at Page 1132 for a distance of 5213.12 feet to the Southwest corner of Heritage Oaks Commerce Park according to the plat recorded in Plat Book 17 at pages 60 and 60A of the public records of said County, said point also being the Southeast corner of said parcel described in Official Record Book 8037 at Page 1132, and being on the North right of way line of Nine Mile Road (U.S. Highway Alternate #90, 200 foot R/W); thence North 87 degrees 11 minutes 02 seconds West along said North R/W line for a distance of 800.03 feet to a point on a line being parallel to and 800 feet West of the East line of the West Half of

the West Half of said Section 4; thence North 02 degrees 22 minutes 07 seconds East along said line being parallel to and 800 feet West of said East line of the West Half of the West Half for a distance of 5222.42 feet to the POINT OF BEGINNING.

All lying and being in Section 4, Township 1 South, Range 31 West, Escambia County, Florida.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said GRANTOR, either in law or equity, to the only proper use and benefit of the said Grantee forever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

Signed, sealed and delivered
in the presence of:

FRANK PILCHER
Print Name:_____

Frank Pilcher

Print Name: ROBERT PANICHUST

Denise D. Leonard

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 26th day of July, 2019, by Frank Pilcher, who personally appeared before me and who is personally known to me or who produced _____ as identification.

Notary Public for the State of Florida

[NOTARY SEAL]

DENISE D. LEONARD NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires November 24, 2019 No. FF 83997

[A separate signature page follows.]

Signed, sealed and delivered
in the presence of:

Margaret G. Pilcher
Print Name:

Margaret G. Pilcher
Margaret G. Pilcher

Print Name: ROBERT PARKHURST

Denise D. Leonard

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 26th day of July, 2019, by Margaret G. Pilcher, who personally appeared before me and who is personally known to me or who produced _____ as identification.

Notary Public for the State of Florida

[NOTARY SEAL]

DENISE D. LEONARD NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires November 24, 2019 No. FF 0238971

Quitclaim Deed – signature page

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16596 **County Attorney's Report 9. 1.**
BCC Regular Meeting **Information**
Meeting Date: 08/15/2019
Issue: Georgia Davis v. Escambia County, Case No. 2017 CA 000893
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Georgia Davis v. Escambia County, Case No. 2017 CA 000893

That the Board accept the following information: Honorable Lacey Powell Clark, Circuit Judge, granted the County's Motion for Final Summary Judgment on the grounds that the Plaintiff did not follow the appropriate procedure as outlined in Section 768.28(6)(a), Fla. Stat., by failing to file a written notice of claim with the Department of Financial Services within three years of the date of her accident. Because this was not done, Plaintiff lost the right to bring a claim for personal injuries against Escambia County.

The Court has reserved jurisdiction to award taxable costs for transcription costs in the taking of Plaintiff's deposition and in obtaining a copy of the deposition of Michele Mobley. These taxable costs total $551.75 and will be assessed against Plaintiff at a later date.

As Plaintiff does not reside locally, this office recommends that the Board waive taxable costs in exchange for her attorneys filing and serving a notice of dismissal with prejudice to bring this matter to final closure. It is unknown at this time whether Plaintiff will accede to this offer of resolution.

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-16642 **County Attorney's Report 9. 2.**
BCC Regular Meeting **Information**
Meeting Date: 08/15/2019
Issue: Billing Dispute with Frontier Communications
From: KRISTIN HUAL, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Billing Dispute with Frontier Communications.

That the Board accept the following information:

Frontier Communications has agreed to accept the amount of $9,958.98 as payment in full for all charges accruing on the account from 3/20/15-7/20/19 relating to services provided to Escambia County Fire Rescue at the Walnut Hill Fire Department. The account balance of $15,446.63 was reduced by $5,487.65 to eliminate all charges for broadband service from 3/20/15-10/20/18. The account is current as of the last invoice dated 7/20/19. The Public Safety Department will monitor future invoices and remit timely payment for authorized services on a monthly basis.

BACKGROUND:

In 1996, the Fire Rescue Division established an account with Frontier Communications to provide services for the Walnut Hill Fire Department.

In November of 2018, Frontier contacted the Fire Rescue Division to advise the account was in arrears and had not been paid since the invoice dated March 20, 2015. At that time, it was discovered the account was revised in error, and from 3/20/15 forward, all billing statements were remitted to an unknown address, and monthly charges for two business telephone lines and broadband service for the Walnut Hill FD continued to accrue with no notice to the County. As of the statement dated October 20, 2018, the account was revised to reflect the correct account information and eliminate broadband service.

The amount billed for services from 3/20/15-7/20/19 totaled $15,446.63. Of that

amount, the disputed amount billed from 3/20/15-9/20/15 totaled $13,327.44; and the undisputed amount billed for authorized services since 10/20/18 totaled $2,119.19. The County previously offered to remit payment for authorized services billed from 10/20/18 forward, and Frontier, in turn, offered the County a 90-day credit on the account.

After receiving Board direction on June 6, 2019, the County Attorney's Office contacted Frontier Communications and extended an offer in compromise in the amount of $7,839.79 for charges associated with the two business phone lines accruing from 3/20/15-9/20/18 plus the undisputed amount of $2,119.19 for authorized services accruing since 10/20/18. Frontier agreed to revise the total amount billed by $5,487.65 to eliminate all charges for broadband service and accept payment in the amount of $9,958.98 for all charges accruing on the account to date.

BUDGETARY IMPACT:

Funding is available in Fund 143, Fire Services, Cost Center 330302, Fire Department Paid, Object Code 54101, Communications.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Public Safety Department will monitor monthly invoices and remit timely payment for authorized services.

Attachments

No file(s) attached.