

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 – November 18, 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 two (2) minutes, unless otherwise determined by the Chairman, to allow sufficient time for all speakers. Speakers shall refrain from abusive or profane remarks, disruptive outbursts, protests, or other conduct which interferes with the orderly conduct of the meeting. Upon completion of the Public comment period, discussion is limited to Board members and questions raised by the Board.

2. Invocation – Commissioner Barry.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Rotation of Chairman and Vice Chairman.

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

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

8. 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 the Gary Sansing Public Forum held November 7, 2019; and

B. Approve the Minutes of the Regular Board Meeting held November 7, 2019.

GROWTH MANAGEMENT REPORT

I. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

December 5, 2019

A. 5:46 p.m.- A Public Hearing - Large Scale Map Amendment, LSA-2019-02 - 11999 Pate Rd (second of two public hearings)

Summary: A request to change the Future Land Use from Mixed-Use Urban (MU-U) to Industrial (I).

B. 5:47 p.m. - A Public Hearing to amend the official zoning Map to include the following Rezoning case heard by the Planning Board on September 3, 2019.

Case No.: **Z-2019-15**
Address: 11999 Pate Rd
Property Reference No.: 25-1N-30-1003-000-000; 25-1N-30-1006-000-000; 25-1N-30-1006-000-001
Property Size: 36.1 (+/-) acres
From: HC/LI, Heavy Commercial and Light Industrial (25 du/acre)
To: I, Industrial (du density limited to residential development)
FLU Category: MU-U (pending Industrial proposed)
Commissioner District 5
Requested by: Allara Mills-Guther, Agent for Gulf Power Company, owner

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Community Transportation Coordinator for Escambia County - Tonya Ellis, Interim Director, Mass Transit Department

That the Board authorize the County Administrator to sign a letter responding to the Emerald Coast Regional Florida-Alabama Transportation Planning Organization (TPO) Transportation Disadvantaged Coordinator, accepting to continue as the Community Transportation Coordinator, in accordance with Chapter 427, Florida Statutes.

2. Recommendation Concerning the Mutual Aid Agreement Between Escambia County Fire Rescue and the Lillian Volunteer Fire Department - John Dosh, Interim Public Safety Department Director

That the Board take the following action concerning the Mutual Aid Agreement between Escambia County Fire Rescue and the Lillian Volunteer Fire Department:

A. Approve the Mutual Aid Agreement to enable the Lillian Volunteer Fire Department (VFD) to respond to specific requests or automatic alarm assignments to any emergency with available personnel and equipment, commencing upon the date last executed by the parties and continuing unless terminated as provided in the Agreement. The Agreement shall remain in effect until terminated at the request of either party and upon notification of such request to the other party and the Board of County Commissioners (BCC); and

B. Authorize the Interim Fire Chief, J. Paul Williams to sign the Agreement.

3. Recommendation Concerning the Approval and Adoption of the 2020 Holiday Calendar - Janice P. Gilley, County Administrator

That the Board approve and adopt the 2020 Holiday Calendar.

4. Recommendation Concerning the RESTORE Act Direct Component Multi-Year Implementation Plan Amendment #1 - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning Amendment #1 to the RESTORE Act Direct Component (Pot 1) Multi-Year Implementation Plan:

A. Approve the 11 projects and funding amounts identified in the backup for inclusion in Amendment #1 to the Multi-Year Implementation Plan;

B. Authorize staff to finalize the Multi-Year Implementation Plan draft Amendment #1; and

C. Authorize staff to conduct the U.S. Department of Treasury required 45-day public comment period for the Multi-Year Implementation Plan draft Amendment #1 and incorporate U.S. Department of Treasury comments and meaningful public comments into the Plan.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Second Renewal of Lease Agreement Between Escambia County and Escambia County Healthy Start Coalition, Inc., for County-Owned Property at 511 Church Street, Century, Florida - Robert E. Dye, Interim Director, Facilities Management

That the Board approve and authorize the Chairman to sign the Second Renewal of Lease Agreement between Escambia County and Escambia County Healthy Start Coalition, Inc. (Healthy Start), for property located at 511 Church Street, Century, Florida.

2. Recommendation Concerning the Purchase of Furniture for the New Supervisor of Elections Navy Boulevard Warehouse - Robert E. Dye, Interim Director, Facilities Management

That the Board take the following action:

A. Authorize the County to utilize the Sourcewell (formerly NJPA) Contract #010615-SCC Office, School, and Other Workplace Related Supplies & Service, in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval, for the purchase of furniture for the Supervisor of Elections Navy Boulevard Warehouse; and

B. Authorize the County Administrator to sign the Purchase Order to Staples, for the Supervisor of Elections Navy Boulevard Warehouse furniture, per the terms and conditions of Quote dated 11/1/2019, in the amount of \$64,639.23.

[Funding: Fund 352, LOST III; Cost Center 110267, Public Facilities & Projects, LOST III; Object Code 56401, Machinery & Equipment, Project # 17PF3753]

3. Recommendation Concerning the Approval to Issue a Fiscal Year 2019/2020 Purchase Order, in excess of \$25,000, to Josh Weekley, Livestock Officer for Animal Control - John Robinson, Division Manager, Animal Services

That the Board authorize the issuance of a Fiscal Year 2019/2020 Purchase Order (PO# 200638) to Josh Weekley, Livestock Officer, in the amount \$30,000, for contracted livestock services for Animal Control.

[Funding: Fund 001, General Fund, Cost Center 250207, Object Code 53401]

4. Recommendation Concerning the Approval of a Change Order to Purchase Order #200524 to Butler Animal Health Holding Co. LLC., DBA Covetrus North America, for Veterinary Supplies for Animal Services - John Robinson, Division Manager, Animal Services

That the Board approve and authorize Animal Services to execute the following Change Order #1, adding funds to the Butler Animal Health Holding Co LLC, DBA Covetrus North America, Purchase Order #200524, to fund animal care and veterinary medical supplies. Covetrus is our main supplier for animal care and veterinary medical supplies. They provide all of our vaccinations, surgical equipment, medications including post surgical pain meds, gloves, masks, cleaning chemicals, microchips and many other medical items as needed.

Department:	Building Services
Division:	Animal Services
Type:	Addition
Amount:	\$125,000
Vendor:	Butler Animal Health Holding Co. LLC, DBA Covetrus North America
Contract:	Virginia Tech Contract # UPG-TG-025-09
Purchase Order #:	200524
Change Order #:	1
Original PO Amount:	\$24,900
Change Order Amount:	\$125,000
New PO Total:	\$149,900

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

Covetrus North America

Products	Expenses
Vaccines, Wormers & Flea Treatments	\$53,750
Non-Surgical Medical Supplies	\$15,000
Surgical Supplies	\$18,750
Cleaning Solution (Rescue)	\$7500
Feline Combo Tests	\$7500
Heartworm Tests	\$3750
Rabies Vaccinations	\$3750
Microchips	\$15,000
Total	\$125,000

5. Recommendation Concerning Reallocation of Funds and a Change Order, in the Amount of \$41,001.70, to Volkert, Inc., for the Pensacola Bay Living Shoreline Project - J. Taylor “Chips” Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning reallocation of funds and a Change Order relating to the Pensacola Bay Living Shoreline Project:

A. Authorize the reallocation of funds from the Capital Improvement Program – Natural Resources Management Department LOST III funds, in the amount of \$41,001.70, from the Innerarity Point Road Area Drainage Improvement Project, Fund 352, Cost Center 220102, Project 18NE4042, to the Pensacola Bay Living Shoreline Project; and

B. Authorize the County Administrator to execute the following Change Order to Volkert, Inc., for the Pensacola Bay Living Shoreline Project:

Department:	Natural Resources Management
Division:	Administration
Type:	Addition
Amount:	\$41,001.70
Vendor:	Volkert, Inc.
Project Name:	Pensacola Bay Living Shoreline Project
Contract:	PD 17-18.027
PO#:	191138
CO#:	2
Original PO Amount:	\$217,480.00
Change Order #1 Amount:	\$375,532.21
New Contract Total:	\$634,013.91

This project is located in Commission District 2.

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 221029, Defense Infrastructure NAS MEZ \$375,532.21; Fund 118, Gulf Coast Restoration Fund, Cost Center 222041, FDEP Living Shoreline \$217,480; Fund 352, LOST III, Cost Center 220102, Object Code 56301, Pensacola Bay Living Shoreline \$41,001.70] This Change Order increases the Purchase Order amount, but does not increase the awarded Contract amount]

6. Recommendation Concerning the Approval to Issue a Fiscal Year 2019/2020 Purchase Order, in Excess of \$25,000, for the Public Safety Department - John Dosh, Interim Public Safety Department Director

That the Board, for the Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, based upon previously-awarded Contracts or annual requirements for the Public Safety Department, as follows:

Vendor	Amount	Contract Number	
A.	Key Ford Vendor Number: 233900 Blanket Purchase Order for Apparatus Repair & Maintenance Fund: 143 (Fire Services) Cost Center: 330206	\$30,000	Blanket Purchase Order
B.	Specialty Products Vendor Number: 194701 Blanket Purchase Order for Engine Bay Door Repairs Fund: 143 (Fire Services) Cost Center: 330206	\$35,000	Blanket Purchase Order
C.	Stryker Sales Corporation Vendor Number: 195684 Annual AED Service Agreement Fund: 143 (Fire Services) Cost Center: 330206	\$48,984	Original Equipment Manufacturer
D.	Communication Engineering Services (Local Motorola Provider) Vendor: 034300 Blanket Purchase Order Portable Radio Fund: 143 (Fire Services) Cost Center: 330206	\$31,000	NASPO Value Point Contract Contract Number 06913 Motorola Solutions Inc.

[Funding: Fund 143, Fire Services, Cost Center 330206, Fire Rescue]

7. Recommendation Concerning the Microsoft Enterprise Services Work Order - William "Bart" Siders, Information Technology Department Director

That the Board take the following action concerning the Microsoft Enterprise Services Work Order, which will allow the Board of County Commissioners, Clerk of Court, Tax Collector, Supervisor of Elections, State Attorney's Office, and Sheriff's Office to leverage their Microsoft resources more effectively. The support components provided are: dedicated support account management, proactive service support, reactive service support, and a cyber response team. We will be able to easily collaborate with Microsoft experts, prevent and manage risks both on-premise and in Office 365 and Azure, and receive recommendations tailored to our environments:

A. Approve and authorize the Chairman to sign the Microsoft Enterprise Services Work Order;

B. Authorize the County to award a Purchase Order, in the amount of \$89,931, to Microsoft Corporation, State of Florida Contract # 43230000-15-01; and

C. Authorize the Chairman, Vice Chairman, or County Administrator to execute all future documents related to this service work order without further action of the Board.

[Funding: The funds are available in the current Budget, Fund 001, General Fund, Cost Center 270102]

8. Recommendation Concerning the Grant Agreement Providing Fiscal Year 2019-2020 Block Grant funding to the Mass Transit Department - Tonya Ellis, Interim Director Mass Transit

That the Board take the following action regarding the Public Transportation Grant Agreement (PTGA) 4222571-84-02:

A. Approve the Grant Agreement Number 4222571-84-02, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$991,517, in Block Grant Funds for transit operating costs associated with the Escambia County Mass Transit Operation budget for Fiscal Year 2019/2020;

B. Adopt the Resolution authorizing the acceptance and application of these funds; and

C. Authorize the Chairman to sign the Resolution and Grant Agreement.

The Grant Agreement will provide operational funding for the Mass Transit department in Fiscal Year 2019/2020. Funds are allocated to Mass Transit Systems by FDOT from State Transportation Block Grant Funds annually, and must be accepted by the receiving agency.

The Senior Assistant County Attorney, Kristin Hual has asked that we bring attention to Paragraph 19(j) in reference to the requirement that the County waive forum and venue.

[No additional cost to the County results from this action. The Florida Department of Transportation agrees to participate in the Project cost, up to the maximum of \$991,517, and the Departments participation in the Project shall not exceed 50% of the total eligible cost of the Project.]

9. Recommendation Concerning the Public Transportation Grant Agreement Providing Fiscal Year 2019-2020 Corridor Funding to the Mass Transit Department - Tonya Ellis, Interim Mass Transit Director

That the Board take the following action regarding the Public Transportation Grant Agreement (PTGA) number 422260-1-84-02:

A. Approve PTGA number 422260-1-84-02, providing for Florida Department of Transportation (FDOT) participation in the amount of \$447,081, of Fiscal Year 2019-2020 Transit Corridor Program funding;

B. Adopt the Resolution authorizing the acceptance and application of these funds; and

C. Authorize the Chairman to execute the Resolution and to sign the PTGA.

The PTGA will provide Mass Transit operational funding for the Mass Transit Route 45 - Davis Highway (Corridor). Funds are allocated by FDOT from State Transportation Corridor Development funds annually and must be accepted by the receiving agency.

[No additional cost to the County results from this action. FDOT will reimburse Escambia County 50% of costs associated with the Davis Highway Corridor, up to the maximum allowed of \$447,081.]

10. Recommendation Concerning the Award of a Purchase Order for Two Mid-Size 4-Door Utility Vehicles with 4x4 or AWD - Joy Jones, Department Director, Engineering, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the County Administrator to sign a Purchase Order, in excess of \$50,000, for the purchase of two Nissan Frontiers, to Terry Taylor's DeLand Nissan, in the amount of \$58,788, according to the specifications outlined in PD 19-20.001, Two Mid-Size 4-Door Utility Vehicles with 4x4 or AWD.

[Funding: Fund 175, Transportation Trust Fund; Cost Center 211101, Engineering Admin; Object Code 56401, Machinery & Equipment]

Specification PD 19-20.001, Two Mid-Size 4-Door Utility Vehicles with 4x4 or AWD, was posted on Vendor Registry on October 2, 2019, and was sent to 45 registrants representing 30 firms - including local dealers. The solicitation was viewed by 15 firms and downloaded by 11.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Original Solicitation
- Bid Tab Under Review
- Bid from Terry Taylor's DeLand Nissan
- Recommendation to Award Determination Checklist
- Background from Engineering

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

That the Board ratify the County Administrator's signature on the Agreement for Professional Services between Escambia County, Florida, and The Transition House, Inc., for PD 18-19.073, Residential Substance Abuse Treatment (RSAT) Program.

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

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Fully Executed Agreement
- Original Recommendation to the Board
- Board Award

12. Recommendation Concerning a Change Order to Mott MacDonald Florida, LLC, for the Crockett Street Drainage Improvement Project - Joy Jones, P.E., Engineering Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Mott MacDonald Florida, LLC, on Contract PD 02-03.79, Professional Services, for the Crockett Street Drainage Improvement Project:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	\$7,990
Vendor:	Mott MacDonald Florida, LLC
Project Name:	Crockett Street Drainage
Contract:	PD 02-03.79 (BCC Approval 04/22/15)
PO#:	151196
CO#:	7
Original Contract Award:	\$40,775
Change Order #1:	\$1,620
Change Order #2:	\$22,200 (BCC Approval 05/19/15)
Change Order #3:	\$1,350
Change Order #4:	\$4,300
Change Order #5:	\$500
Change Order #6	Time Only
Change Order #7	\$7,990
Cumulative Amount of Change Orders Through this CO:	\$37,960
New Contract Amount:	\$78,735

[Funding Source: Fund 181, "Master Drainage Basin XII," Account 210731, Object Code 56301]

This project is located in Commission District 5.

13. Recommendation Concerning the Acceptance of Additional Right-of-Way at 8684 Beulah Road - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the acceptance of the donation of a portion of real property located at 8684 Beulah Road, totaling 8,715 square feet (approximately 0.20 acres), from the Ciano Family Partnership, LLLP, for additional right-of-way.

A. Accept the donation of a portion of real property located at 8684 Beulah Road from the Ciano Family Partnership, LLLP, for additional right-of-way for road and drainage improvements;

B. Authorize the payment of documentary stamps because the property is being donated for governmental use 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 Warranty Deed as of the day of delivery of the Warranty Deed 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 1.

WARRANTY DEED TO BE DISTRIBUTED UNDER SEPARATE COVER.

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

14. Recommendation Concerning the Employee Leave Buyback Program - Janice P. Gilley, County Administrator

That the Board take the following action concerning an employee leave buyback program:

A. Approve an employee buyback program this fiscal year for eligible participating employees of the Board of County Commissioners and other elected officials; and

B. Waive the Human Resources Policy found in Section 9.3(d)-(e), which states that the amount of hours remaining after the sale of leave must be a minimum 240 hours and the maximum amount of hours sold back annually not exceed 40 hours, and allow eligible employees to sell back a maximum of 80 hours of qualifying leave with a minimum remaining balance of 100 hours of combined qualifying leave.

[Funding Source: Various Funds \$1,800,000 (estimated maximum)]

III. For Discussion

1. Recommendation Concerning the Acquisition of Property Located at 6400 North "W" Street and Two Adjoining Vacant Lots on Stumpfield Road for the Escambia County Tax Collector - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding the acquisition of property located at 6400 North "W" Street and two adjoining vacant lots on Stumpfield Road:

- A. Authorize the purchase of real property located at 6400 North "W" Street (2.08 acres) and two adjoining vacant lots on Stumpfield Road (1.28 acres), owned by Beach Community Bank, for the Escambia County Tax Collector, for \$1,580,000, which is the average of the two County-obtained appraisals;
- B. Approve, or deny, the Contract for Sale and Purchase for the acquisition of real property located at 6400 North "W" Street (2.08 acres) and the two adjoining vacant lots on Stumpfield Road (1.28 acres), from Beach Community Bank, for \$1,580,000;
- C. Accept, for information, the Public Disclosure of Interest Form provided by Beach Community Bank; and
- D. 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 these properties, without further action of the Board.

PUBLIC DISCLOSURE OF INTEREST FORM TO BE PROVIDED UNDER SEPARATE COVER.

[Funding Source: Fund 353, LOST IV, Cost Center 110276, Object Code 56201/56101, Project 19PF0889 Tax Collector Buildings/Land Acquisition]

These properties are located in Commission District 3.

2. 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 2019/2020:

- A. Escambia County Public Schools Foundation, in the amount of \$2,500;
- B. Re-entry Alliance Pensacola, Inc., in the amount of \$2,500; and
- C. Knowledge Ministries, Inc., DBA Golden Elite Track and Field Club, in the amount of \$1,000;

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

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

3. Recommendation Concerning Senior Staff Selections by Escambia County - Janice P. Gilley, County Administrator

The following positions are provided for your consideration and information:

A. That the Board confirm the hiring of Ms. Laura Coale as the Director of Communications and Public Information, with an annual salary of \$90,000 per year, and a \$400 monthly vehicle allowance, effective Tuesday, November 19, 2019. This position is currently budgeted in the Fiscal Year 2019-2020;

B. That the Board confirm the hiring of the successful candidate for the Director of Mass Transit. An offer and negotiations are expected to be completed by November 18, 2019. This position is currently budgeted in the Fiscal Year 2019-2020; and

C. That the Board be aware of the appointment of the manager for the Office of Compliance and Ethics. An offer and negotiations are expected to be completed by November 18, 2019. This position was created in the 2019-2020 Budget.

BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER.

9. Items added to the agenda.

10. Announcements.

11. Adjournment.



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-17142

Clerk & Comptroller's Report 8. 1.

BCC Regular Meeting

Consent

Meeting Date: 11/18/2019

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 the Gary Sansing Public Forum held November 7, 2019; and

B. Approve the Minutes of the Regular Board Meeting held November 7, 2019.

Attachments

20191107 Agenda Work Session Report

20191107 Report of the Gary Sansing Public Forum

20191107 Regular BCC Meeting Minutes

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

**November 7, 2019
(9:06 a.m. – 11:48 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: Krykyt Fisher

1. FOR INFORMATION: The agenda for the November 7, 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;
 - 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; and Attorney Stephen Moorhead, Moorhead Real Estate Law Group, spoke regarding CAR II-41; and
 - E. Alison Rogers, County Attorney, reviewed the County Attorney's Report.

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

NOVEMBER 7, 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

Report prepared by: DeLana Allen-Busbee

AGENDA ITEMS

1. Call to Order

Chairman May called the Gary Sansing Public Forum to Order at 4:32 p.m.

2. Speakers

The Board heard comments from the following individuals:

Gilbert Birgel
Allison Vachon
Charles Krupnick

Andre Johns
Kevin Wade

Melissa Pino
Tracy McAdams

3. Adjournment

Chairman May declared the Gary Sansing Public Forum adjourned at 4:52 p.m.

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

NOVEMBER 7, 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
Codey Leigh, General Counsel, Clerk and Comptroller's Office
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: Krykyt Fisher

REGULAR BCC AGENDA

1. Call to Order

Chairman May called the Regular Meeting of the Board of County Commissioners to order at 5:29 p.m.

2. Invocation

Rev. Ashley Wilkinson Meyer of Cokesbury United Methodist Church delivered the invocation.

3. Pledge of Allegiance to the Flag

Commissioner Underhill led the Pledge of Allegiance to the Flag.

MINUTES – NOVEMBER 7, 2019

REGULAR BCC AGENDA – Continued

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

Motion: Move the agenda as amended
Made by: Commissioner Barry
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

5. Commissioners' Forum:

- A. District 2 – Commissioner Underhill provided comments;
- B. District 1 – Commissioner Bergosh provided comments
- C. District 4 – Commissioner Bender provided comments;
- D. District 5 – Commissioner Barry provided comments;
- E. District 3 – Commissioner May provided comments; and
- F. County Administrator Gilley provided comments and John Dosh, Interim Public Safety Director, provided an update and information on the funeral arrangements for Fire Chief Dwain S. Bradshaw.

6. Recommendation: That the Board adopt the Proclamation commending and congratulating Ameei Pizzo, a Customer Service Technician in the Tryon Branch of the Library Services Department, on her selection as the "Employee of the Month" for November 2019.

Motion: Move the two proclamations as stated
For information: Vice Chairman Barry advised that he would entertain a motion to adopt a proclamation for Item 6, containing the Employee of the Month, as well as Commissioner Bender's add-on.
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May having left the meeting.
Speaker(s): Ameei Pizzo and Monica Sanford

MINUTES – NOVEMBER 7, 2019

REGULAR BCC AGENDA – Continued

7. Recommendation: That the Board adopt the following retirement Proclamations:
- A. The Proclamation commending Terry L. Board, Jail Corrections Lieutenant, Corrections Department, on 25 years of service;
 - B. The Proclamation commending Jacqueline B. French, Senior Office Support Assistant, Building Services Department, on 16 years of service;
 - C. The Proclamation commending Tonya R. Green, Department Director II, Neighborhood and Human Services Department, on 32 years of service;
 - D. The Proclamation commending Frank W. Kitt, Road Construction Specialist, Public Works Department, on 16 years of service;
 - E. The Proclamation commending Shane J. Lewis, Jail Corrections Lieutenant, Corrections Department, on 26 years of service;
 - F. The Proclamation commending Linda W. McVoy, Senior Administrative Officer I, Library Services, on 34 years of service;
 - G. The Proclamation commending Lori K. Mosley, Senior Office Support Assistant, Public Works Department, on 35 years of service;
 - H. The Proclamation commending Larry E. Smith, Master Corrections Officer, Corrections Department, on 21 years of service; and
 - I. The Proclamation commending Bruce E. Wood, Road Corrections Officer, Corrections Department, on 33 years of service.

Motion: Move Item 7, A through I
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May having left the meeting.
Speaker(s): Linda W. McVoy

MINUTES – NOVEMBER 7, 2019

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:
- A. The 5:31 p.m. Public Hearing, advertised in the *Escambia Sun Press* on October 17, 2019, for consideration of the Petition to Vacate a portion of unopened right-of-way known as Hollyhill Road;
 - B. The 5:32 p.m. Public Hearing, advertised in the *Escambia Sun Press* on October 24, 2019, for consideration of the Petition to Vacate a portion of unopened right-of-way known as Beulah Road; and
 - C. The 5:33 p.m. Public Hearing, advertised in the *Pensacola News Journal* on November 4, 2019, for consideration of adopting a resolution amending the Fiscal Year 2019/2020 Budget.

Motion: So moved

For information: Vice Chairman Barry advised that he would entertain a motion to waive the reading. The Board was advised that the Clerk's Office did not receive the affidavit for the Board's weekly meeting schedule. However, the Clerk's Office received a copy of the ad, which was published in the *Pensacola News Journal* on November 2, 2019.

Made by: Commissioner Bergosh

Seconded by: Commissioner Bender

Disposition: Carried 4-0, with Commissioner May having left the meeting

9. Recommendation: That the Board take the following action concerning the Petition to Vacate a Portion of Unopened Right-of-Way Known as Hollyhill Road:
- A. Approve or deny the Petition to Vacate a Portion of Unopened Right-of-Way Known as Hollyhill Road (0.14 acres more or less), as petitioned by Patrick W. Corkill;
 - B. Accept the Hold/Harmless Agreement;
 - C. Adopt the Resolution [R2019-107] 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.

(Continued on Page 5)

MINUTES – NOVEMBER 7, 2019

REGULAR BCC AGENDA – Continued

9. Continued...

The real property mentioned in this Petition to Vacate is located in Commission District 1.

Motion: Approve A and then also B, C, and D
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May having left the meeting

10. Recommendation: That the Board take the following action concerning the Petition to Vacate a Portion of an Opened Right-of-Way Known as Beulah Road, as petitioned by Pate Land Development, Inc., represented by its agent, Frank Fabre:

- A. Approve or deny the Petition to Vacate a Portion of Opened Right-of-Way Known as Beulah Road;
- B. Accept the Hold/Harmless Agreement;
- C. Adopt the Resolution [R2019-108] 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 1.

Motion: Move the Item in the affirmative approving A, and then B, C, and D
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May having left the meeting
Speaker(s): Frank Fabre

11. Recommendation: That the Board take the following action concerning re-budgeting on-going projects that were not completed by the end of Fiscal Year 2018/2019:

- A. Conduct the 5:33 p.m. public hearing on November 7, 2019, amending the Fiscal Year 2019/2020 Budget for the purpose of recognizing prior year Grants and project balances and appropriating these funds for on-going projects;

(Continued on Page 6)

MINUTES – NOVEMBER 7, 2019

REGULAR BCC AGENDA – Continued

11. Continued...

- B. Following a public hearing, adopt the Resolution [R2019-109] approving Supplemental Budget Amendment #001, General Fund (001), Escambia County Restricted Fund (101), Code Enforcement Fund (103), Mass Transit Fund (104), Tourist Promotion Fund (108), Other Grants & Projects (110), Jail Commissary Fund (111), Disaster Recovery Fund (112), Library Fund (113), Article V Fund (115), Development Review Fees Fund (116), Perdido Beach Mouse Fund (117), Gulf Coast Restoration Fund (118), SHIP Fund (120), Law Enforcement Trust Fund (121), Escambia Affordable Housing Fund (124), CDBG/HUD Entitlement Fund (129), Fire Protection Fund (143), E911 Operations Fund (145), HUD CDBG Housing Rehab Fund (146), Community Redevelopment Fund (151), Bob Sikes Toll Fund (167), Transportation Trust Fund (175), MSBU Assessment Program Fund (177), Drainage Basin Funds (181), Series 2017 Capital Project Fund (311), FTA Capital Fund (320), Local Option Sales Tax III Fund (352), Local Option Sales Tax IV Fund (353), Solid Waste Fund (401), Building Inspection Fund (406), Emergency Services Fund (408), and Internal Service Fund (501), in the amount of \$197,330,612.86 to re-budget the funds associated with on-going grants and projects that were not completed by the end of Fiscal Year 2018/2019; and

- C. Approve all associated Fiscal Year 2019/2020 purchase orders for projects with existing Purchase Orders.

Motion: Move the 5:33 in the affirmative A, B, and C
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May having left the meeting

MINUTES – NOVEMBER 7, 2019

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 Investment Portfolio Summary Report for the month ended September 30, 2019, as required by Ordinance Number 95-13; on September 30, 2019, the portfolio market value was \$324,849,160 and portfolio earnings totaled \$359,413 for the month. The short term portfolio achieved a yield of 2.13%. The long-term CORE portfolio achieved a yield of 1.76%.

Motion: Move that we accept the three recommendations in the Clerk’s Report
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

2. Recommendation: That the Board accept, for filing with the Board’s Minutes, Amendment No. 2 to Agreement No. G0409 between Florida Department of Environmental Protection and Escambia County Board of County Commissioners, based on Board action on July 23, 2015, authorizing the Chairman to sign future Agreement-related documents, pending Legal review and approval, without further action of the Board.

Motion: Move that we accept the three recommendations in the Clerk’s Report
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

3. Recommendation: That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board’s Office:
 - A. Accept, for filing with the Board’s Minutes, the Report of the Gary Sansing Public Forum held October 17, 2019; and
 - B. Approve the Minutes of the Regular Board Meeting held October 17, 2019.

Motion: Move that we accept the three recommendations in the Clerk’s Report
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

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

I. ACTION ITEMS

1. **Recommendation:** That the Board take the following action concerning recording of Antietam Phase 2, a Planned Unit Development (PUD) of a multi-phase Subdivision of a 58-lot private residential subdivision, located in the Beulah Community, lying north of West Nine Mile Road (U.S. Highway Alternate 90) and west of and connected to Tower Ridge Road. Owned and developed by Antietam (FL) 2015, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute;
 - A. Approve the final plat for recording;
 - B. Approve the street names “Burnside Loop” and “Cornfield Court”; and
 - C. Authorize the Chairman or Vice Chairman to execute a Conservation Easement.

Motion: Move the Item A, B, and C in the affirmative
Made by: Commissioner Bergosh
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

MINUTES – NOVEMBER 7, 2019

GROWTH MANAGEMENT REPORT – Continued

II. CONSENT AGENDA

1. Recommendation: That the Board authorize the scheduling of the following Public Hearing:

December 5, 2019

5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following rezoning case heard by the Planning Board on November 5, 2019.

Case No.: Z-2019-18
Address: 5524 Tamarack Street and 5404 Bellamy Avenue
Property Reference No.: 35-1S-30-3101-000-001 and 35-1S-30-3101-000-000
From: Com, Commercial district (25 du/acre)
HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)
To:
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 4
Requested by: Wiley C. "Buddy" Page, Agent for Knop Family Trust, Owners

Motion: Move the Consent Agenda
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May having left the meeting

COUNTY ADMINISTRATOR'S REPORT – Janice Gilley, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance 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 Portofino HOA fireworks display to be discharged from a floating platform near Portofino Pier on Pensacola Beach on November 16, 2019, from 9:00 p.m., to 9:15 p.m.

Motion: Move the balance in the affirmative
For information: The "balance" refers to Technical/Public Service Consent Agenda items 1 through 12, with the exception of item 10 which was held for a separate vote, as amended to drop items 11 and 12.
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May having left the meeting

2. Recommendation: That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, for a Fireworks Event to be held at Pensacola Christian College, specifically at 250 Brent Lane, Pensacola, Florida 32503, with the fireworks display presented by Pyrotecnico Fireworks, Inc., on Saturday, December 7, 2019, from 8:45 p.m., to 9:05 p.m.

Motion: Move the balance in the affirmative
For information: The "balance" refers to Technical/Public Service Consent Agenda Items 1 through 12, with the exception of Item 10 which was held for separate vote, as amended to drop items 11 and 12.
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May having left the meeting

3. Recommendation: That the Board take the following action concerning two appointments to the Board of Electrical Examiners:
 - A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures; and

(Continued on Page 11)

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

3. Continued...

B. Reappoint John D. Scapin, II, electrical contractor, and James E. Simmons, electrical contractor, for three-year terms, retroactive to October 1, 2019, through September 30, 2022.

A Community and Media Relations General Alert, posted September 19, 2019, advising "Appointees Sought for Board of Electrical Examiners" received no responses as of the posted deadline of October 3, 2019. The current appointees have indicated that they wish to continue serving on the Board.

Motion: Move the balance in the affirmative
For information: The "balance" refers to Technical/Public Service Consent Agenda Items 1 through 12, with the exception of Item 10 which was held for separate vote, as amended to drop items 11 and 12.
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May having left the meeting

4. Recommendation: That the Board take the following action concerning a reappointment to the Building Services Department Inspections Fund Advisory Board (IFAB):

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

B. Reappoint Thomas Henry, Building Contractor, Thomas Home Corporation, for a three-year term, retroactive to October 1, 2019, through September 30, 2022.

Motion: Move the balance in the affirmative
For information: The "balance" refers to Technical/Public Service Consent Agenda Items 1 through 12, with the exception of Item 10 which was held for separate vote, as amended to drop items 11 and 12.
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May having left the meeting

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

5. Recommendation: That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display, sponsored by the Flora-Bama Lounge and to be discharged from behind the Flora-Bama Lounge on Perdido Key, from 12:00 a.m., to 12:15 a.m., on January 1, 2020.

Motion: Move the balance in the affirmative
For information: The "balance" refers to Technical/Public Service Consent Agenda Items 1 through 12, with the exception of Item 10 which was held for separate vote, as amended to drop items 11 and 12.
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May having left the meeting

6. Recommendation: That the Board accept for filing with the Board's Minutes, the October 3, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion: Move the balance in the affirmative
For information: The "balance" refers to Technical/Public Service Consent Agenda Items 1 through 12, with the exception of Item 10 which was held for separate vote, as amended to drop items 11 and 12.
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May having left the meeting

7. Recommendation: That the Board approve the Request for Disposition of Property Form for the Clerk and Comptroller's Office for property which is described and listed on the Request Form with reason for disposition stated. The items are to be auctioned as surplus or disposed of properly.

Motion: Move the balance in the affirmative
For information: The "balance" refers to Technical/Public Service Consent Agenda Items 1 through 12, with the exception of Item 10 which was held for separate vote, as amended to drop items 11 and 12.
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May having left the meeting

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

8. Recommendation: That the Board take the following action concerning the conveyance of a subordination of County Utility Interests to the Florida Department of Transportation (FDOT) for their planned improvement project for the portion of State Road (SR) 292 (Sorrento Road) at the intersection of State Road 292 (Sorrento Road), Innerarity Point Road, and County Road (CR) 292A (Gulf Beach Highway):

A. Adopt the Resolutions authorizing the conveyances of Subordination of County Utility Interests to FDOT, for their planned improvement project for the portion of SR 292 (Sorrento Road), at the intersection of SR 292 (Sorrento Road) [R2019-110], Innerarity Point Road and CR 292A (Gulf Beach Highway) [R2019-111]; and

B. Authorize the Chairman to execute the Subordination of County Utility Interests and the Resolutions related to these conveyances without further action of the Board.

The two parcels are located in Commission District 2.

Motion: Move the balance in the affirmative
For information: The “balance” refers to Technical/Public Service Consent Agenda Items 1 through 12, with the exception of Item 10 which was held for separate vote, as amended to drop items 11 and 12.
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May having left the meeting

9. Recommendation: That the Board authorize the scheduling of a Public Hearing on November 18, 2019, at 9:01 a.m., to consider adoption of an Ordinance creating the Crimson Pointe Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

Motion: Move the balance in the affirmative
For information: The “balance” refers to Technical/Public Service Consent Agenda Items 1 through 12, with the exception of Item 10 which was held for separate vote, as amended to drop items 11 and 12.
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May having left the meeting

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

10. Recommendation: That the Board schedule a Public Hearing for December 5, 2019, at 5:31 p.m., to consider the Petition to Vacate a private right-of-way known as Cameron Lane, as petitioned by VWSS American, LLC.:

A. Authorize the scheduling of a Public Hearing for December 5, 2019, at 5:31 p.m., to consider the Petition to Vacate a private right-of-way known as Cameron Lane (0.44 acres, more or less), as petitioned by VWSS American, LLC.; 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 2.

Motion: Move the item in the affirmative, 10 A, and B with the change of the 500-foot radius to a 1500-foot radius
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 3-1, with Commissioner Bergosh voting “no” and Commissioner May having left the meeting
Speaker(s): Melissa Pino, Ann M. Kulbeckas, Gail Strickland, Tracy McAdams

11. Recommendation: That the Board approve the appointment of Rafael Lopez to the Board of County Commissioners' seat on the Merit System Protection Board, to serve a two-year term, effective November 7, 2019, through November 6, 2021, to replace Reverend Gene Hudson, whose term expired on September 30, 2019.

Escambia County's Community and Media Relations department posted a General Alert on the County's website from September 20, 2019, through October 4, 2019, to announce that the Board of County Commissioners was seeking Escambia County residents interested in volunteering for appointments to the MSPB. Rafael Lopez's Resume is the only Resume that was received for consideration.

Motion: Move the balance in the affirmative
For information: The “balance” refers to Technical/Public Service Consent Agenda Items 1 through 12, with the exception of Item 10 which was held for separate vote, as amended to drop items 11 and 12.
Made by: Commissioner Underhill Seconded by: Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May having left the meeting

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

12. Recommendation: That the Board take the following action concerning a Resolution supporting the Governor's proposed Water Quality Legislation:
- A. Adopt and authorize the Chairman to sign the Resolution supporting the Governor's proposed legislation to expedite water quality improvements throughout Florida; and
 - B. Authorize the Clerk's Office to forward a Certified copy of the Resolution to Governor Ron DeSantis; Senator Doug Broxson; Representatives Robert Alexander Andrade and Mike Hill; Secretary Noah Valenstein of the Florida Department of Environmental Protection; Director Shawn Hamilton of the Florida Department of Environmental Protection, Northwest District; and Executive Director Brett Cyphers of the Northwest Florida Water Management District.

Motion: Move the balance in the affirmative
For information: The “balance” refers to Technical/Public Service Consent Agenda Items 1 through 12, with the exception of Item 10 which was held for separate vote, as amended to drop items 11 and 12.
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May having left the meeting

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board ratify the following November 7, 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 nine Residential Rehab Grant Program Funding and Lien Agreements:
 1. The Agreements between Escambia County CRA and Catherine V. Barron, owner of residential property located at 6224 Vicksburg Drive, Oakfield Redevelopment District, each in the amount of \$4,772, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;
 2. The Agreements between Escambia County CRA and Joseph R. and Valerie M. Civelli, owners of residential property located at 207 East Camden Road, Ensley Redevelopment District, each in the amount of \$5,724, representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, replacement windows;
 3. The Agreements between Escambia County CRA and Cathy L. Cooksey and Sandra A. Jones, owners of residential property located at 225 Payne Road, Warrington Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;
 4. The Agreements between Escambia County CRA and Margaret A. Cushing, owner of residential property located at 108 South Second Street, Warrington Redevelopment District, each in the amount of \$3,746, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;
 5. The Agreements between Escambia County CRA and Lucas N. Furman, owner of residential property located at 1152 Mills Avenue, Warrington Redevelopment District, each in the amount of \$2,375, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, sanitary sewer connection;

(Continued on Page 17)

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1. Continued...

A. Continued...

6. The Agreements between Escambia County CRA and Mary K. Hall and Dustin M. Reeves as Trustee of the Reeves Revocable Family Trust dated June 6, 2019, owners of residential property located at 2117 Eliasberg Ave E (2119), Warrington Redevelopment District, each in the amount of \$2,845, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;
7. The Agreements between Escambia County CRA and Terry G. and Donna D. Johnson, owners of residential property located at 7003 Dale Street, Oakfield Redevelopment District, each in the amount of \$2,650, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;
8. The Agreements between Escambia County CRA and Jessica D. Knodel, owner of residential property located at 6 Elegans Avenue, Barrancas Redevelopment District, each in the amount of \$2,675, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof;
9. The Agreements between Escambia County CRA and Ernestine Tommasone, owner of residential property located at 1707 North X Street, Brownsville Redevelopment District, each in the amount of \$3,619, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, replacement roof; and

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

<p>Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.</p>
<p>Made by: Commissioner Underhill Seconded by: Commissioner Bender</p>
<p>Disposition: Carried 4-0, with Commissioner May having left the meeting</p>

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board ratify the following November 7, 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 cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellations of four 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
Bama Boyz Properties 17, LLC	1200 Old Corry Field Road	\$6,000
Brian M. Curley, Trustee for Brian M. Curley Trust	13 Ruberia Avenue	\$2,025
Maureen McBride	321 Chattman Street	\$4,143
Patrick D. Penney	126 Rue Max Avenue	\$4,665

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

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

3. Recommendation: That the Board take the following action concerning the Contract Award for Community Development Block Grant (CDBG) Rehabilitation for 1312 Basin Street:

A. Ratify the signature of the County Administrator on the CDBG Housing Rehabilitation Assistance Program Agreement between Escambia County; McDELTA, LLC., Contractor; and Robert I. Smith, Owner; per the terms and conditions of C-R-2019-5, NED CDBG Single Housing Repair for Robert I. Smith, for a base bid of \$42,350, plus Option 1 for \$800 and Option 2 for \$3000, for a total Contract cost of \$46,150 for rehabilitation of 1312 Basin Street; and

B. Authorize the issuance of a Purchase Order.

(Continued on Page 19)

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued...

[Funding: Fund 129/2016 CDBG Rehab, Cost Center 370227]

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

4. Recommendation: That the Board authorize the issuance of a Fiscal Year 2019/2020 Purchase Order to Blue Arbor, Inc., PD Number 17-18.055, in the amount of \$45,000, for temporary labor services for the Neighborhood and Human Services Department at the Brownsville and Ebonwood Community Centers for Afterschool and Summer Youth Programs.

[Funding: Fund 353, NHS Community Centers, LOST IV, Cost Center 370107, Project Code 19NH0389]

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

5. Recommendation: That the Board take the following action concerning a new Residential Income-Based Roof Improvement Program under the Neighborhood & Human Services Department/Community Redevelopment Agency:

A. Approve the Residential Income-Based Roof Improvement Program that will assist income qualifying homeowners to perform retrofit improvements to roof sheathing and roof coverings, strengthening of roof deck attachments, and other minor roof repairs; and

(Continued on Page 20)

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued...

- B. Authorize the County Attorney's office to prepare a 5-year Lien Agreement for the Residential Roof Improvement Program based on income eligible homeowners in the CRA areas, subject to Legal review and sign-off as to form and legal sufficiency to bring back to the Board for approval.

[Funding: Fund 151, CRA TIF Funds]

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

- 6. Recommendation: That the Board approve the extension of the Interlocal Agreement between Escambia County, Florida, and the Santa Rosa Island Authority, relating to Animal Control Officer Services on Santa Rosa Island for one 12-month term.

[Funding: Fund 001, General Fund, Cost Center 250207, Account 51201]

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Recommendation: That the Board take the following action concerning the Application for support of a Residential Substance Abuse Treatment (RSAT) Program for Escambia County Corrections, in the amount of \$75,000:
- A. Approve the acceptance of the residential substance abuse treatment subgrant award, in the amount of \$75,000, related to the Fiscal Year 2018-2019 residential substance abuse treatment project. This Grant requires a 25% match (\$25,000) that will be paid from existing department funds. This Grant will be utilized to support the implementation of a residential substance abuse treatment program within Escambia County Corrections;
 - B. Authorize the Chairman to sign the Certificate of Acceptance of Federal Funding; and
 - C. Authorize the Chairman, as the County's authorized official, to execute any Amendments or other related documents as may be required for the Residential Substance Abuse Treatment (RSAT) Program.

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

8. Recommendation: That the Board take the following action concerning authorization for legal action related to defaulted Contracts for reimbursements of training expenses:
- A. Authorize the County Attorney's Office to file a small claims case against Jonathan Bentley, related to the default of his 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.

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board , for Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements for the Corrections Department, Community Corrections Division as follows:

Vendor/Contractor	Amount	Contract Number
PharmChem, Inc. Vendor Number: 423720 Drug Screening Services Fund: 001 (General) Cost Center: 290307 (Pre-Trial Release)	\$30,000	No contract, awarded in Vendor Registry by quote. Only one quote submitted.

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

10. Recommendation: That the Board take the following action concerning a Purchase Order to Safe Lawn, Inc., for Groundskeeping at Perdido Landfill and Palafox Transfer Station:
- A. Authorize the issuance of a Purchase Order to Safe Lawn, Inc., in the amount of \$31,075, for groundskeeping at Perdido Landfill and Palafox Transfer Station, per the terms provided in the Groundskeeping Scope of Work, for Fiscal Year 2019-2020; and
 - B. Authorize the County Administrator to sign the Purchase Order.

This request for quotations was emailed to 166 registrants in Vendor Registry, representing 99 firms. 51 firms opened and viewed the request for quotations. At closing on 09/27/2019, 12:00 P.M., 5 quotations had been received, with 3 registered through Vendor Registry and 2 Hand Delivered.

(Continued on Page 23)

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Continued...

[Funding:

Fund 401, Solid Waste Fund; Cost Centers 230314, SW Operations; Object Code 53401, Other Contractual Services; \$27,025; and

Fund 401, Solid Waste Fund; Cost Centers 230307, SW Transfer Station; Object Code 53401, Other Contractual Services; \$4,050]

<p>Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.</p>
<p>Made by: Commissioner Underhill Seconded by: Commissioner Bender</p>
<p>Disposition: Carried 4-0, with Commissioner May having left the meeting</p>

11. Recommendation: That the Board take the following action concerning the issuance of a Purchase Order to RBK Security Services, Inc., d/b/a Signal 88 Security, to provide Site Security Patrol Services at Perdido Landfill and Palafox Transfer Station:

A. Authorize the issuance of a Purchase Order to RBK Security Services, Inc., d/b/a/ Signal 88 Security, in the amount of \$30,000, for Site Security Patrol Services at Perdido Landfill and Palafox Transfer Station, for Fiscal Year 2019-2020; and

B. Authorize the County Administrator to sign the Purchase Order.

This request for quotations was emailed to 45 registrants in Vendor Registry representing 22 Firms; 13 Firms opened and viewed the quotation request. Only one response was received.

(Continued on Page 24)

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Continued...

[Funding:

Fund 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services; \$6,000; and

Fund 401, Solid Waste Fund; Cost Center 230314, SW Operations, Object Code 53401, Other Contractual Services; \$24,000]

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

12. Recommendation: That the Board take the following action concerning authorization for legal action related to defaulted Contracts for reimbursement of Paramedic School expenses:

A. Authorize the County Attorney's Office to file a small claims case against James Kenealy related to the default of his respective Contract 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.

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Recommendation: That the Board take the following action regarding the Interlocal Agreement between the Escambia County School Board and Escambia County, Florida:
- A. Approve the Interlocal Agreement between the Escambia County School Board and Escambia County, Florida, outlining operational and financial roles and responsibilities related to the mobilization of hurricane shelter(s) on various School District campuses that will be effective upon filing with Clerk of the Circuit Court of Escambia County, Florida, and will automatically renew unless terminated by either party with 30 days' written notice; and
 - B. Authorize the Chairman or Vice Chairman to execute the Interlocal Agreement.

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

14. Recommendation: That the Board approve and authorize the Chairman to sign the Fiscal Year 2019-2020 State Financial Assistance Recipient Agreement (FDACS Contract #026485), in the amount of \$34,480, with the Florida Department of Agriculture and Consumer Services (FDACS), Division of Administration, for the Mosquito Control Division.

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

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Recommendation: That the Board approve the issuance of a Fiscal Year 2019-2020 Purchase Order and/or Blanket Purchase Order from a previously awarded or approved annual requirement Contract or Contractual Agreement for the Human Resources Department

Vendor/Contractor	Not-To-Exceed Amount	Contract
Behavioral Health Systems, Inc. Vendor #: 022516 Employee Assistance Program Cost Center: 150106 Counseling Services	\$35,000	PD 16-17.049

[Funding: Fund 501, Worker’s Compensation, Health and Life Funds]

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Recommendation: That the Board approve and authorize the County Administrator to execute and ratify the following Change Order 1, in excess of \$50,000, to Blue Cross Blue Shield of Florida, adding funds for medical claims for the County's Self- Funded Health Insurance Plan:

Department:	Human Resources
Division:	Benefits
Type:	Addition
Amount:	\$167,727
Vendor:	Blue Cross/Blue Shield of Florida
Purchase Order:	190622
Change Order:	1
Original Award Amount:	\$22,536,564
Change Order #1 as requested:	\$167,727
Total:	\$22,704,291

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

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Recommendation: That the Board, for the Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, for the Fiscal Year 2019-2020, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Mass Transit Department:

	Vendor/Contractor	Amount	Contract Number
A.	American Facilities Vendor Number: 012106 Contract Custodial Services for Mass Transit Buildings Fund: 104 (Mass Transit) Cost Center: 320401 (Mass Transit Operations)	\$34,080	PD 17-18.014
B.	Bosso's Uniform Vendor Number: 025101 Bus Operator Uniforms Fund: 104 (Mass Transit) Cost Centers: 320401 (Mass Transit Operations)	\$30,000	Blanket Purchase Order - Preferred Vendor
C.	G&S Holdings Vendor Number: 050992 Vehicle Parts Fund: 104 (Mass Transit) Cost Center: 320407 (Mass Transit Fleet Maintenance)	\$25,000	Blanket Purchase Order - Preferred Vendor
D.	Imperial Supplies Vendor Number: 423653 Misc. Shop Supplies Fund: 104 (Mass Transit) Cost Center: 320407 (Mass Transit Fleet Maintenance)	\$25,000	Blanket Purchase Order - Preferred Vendor

(Continued on Page 29)

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Continued...

E.	Key Ford (World Ford) Vendor Number: 233900 Vehicle Parts Fund: 104 (Mass Transit) Cost Center: 320404 (Mass Transit Outside Fleet Maintenance)	\$30,000	Blanket Purchase Order - Preferred Vendor
F.	Grainger Vendor Number: 072015 Shop Supplies, Safety Supplies Fund: 104 (Mass Transit) Cost Center: 320407 (Mass Transit Fleet Maintenance)	\$25,000	Blanket Purchase Order - Preferred Vendor

[Funds are available in the Budget under Mass Transit Fund (104), Cost Center 320401 Mass Transit Operations, and Cost Center 320404 Mass Transit Outside Fleet Maintenance.]

Motion: Move the item as Commissioner Barry just enunciated
For information: Vice Chairman Barry asked that the item be moved with A, B at \$5,000.00, and dropping the rest [C through F]
Made by: Commissioner Bergosh
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

18. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Emerald Coast Constructors, Inc., per the terms and conditions of PD 18-19.084, ADA Modifications to Escambia County Facilities, Task 2A, in the total amount of \$157,100.

[Funding: Fund 129/2017 CDBG Other Activities, Cost Center 370231; Object Code 54601, Repairs and Maintenance]

(Continued on Page 30)

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Continued...

An Invitation to Bid for project PD 18-19.084, Escambia County ADA Modifications Task 2A was publicly noticed via Vendor Registry to 99 registered individuals representing 84 firms. The solicitation was viewed by 43 firms and downloaded by 28.

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

19. Recommendation: That the Board approve and authorize the County Administrator to sign the Revenue Agreement between Escambia County, Florida, and Global Tel*Link Corporation, per the terms and conditions of PD 18-19.075, Inmate Telephone System for Escambia County Jail, for a period of three years, with up to two one-year renewal options, with the total percent of revenue to the County of 88%.

[Funding: Fund 111, Detention/Jail Commissary; Revenue Account 342302]

PD 18-19.075, Inmate Telephone System for Escambia County Jail, was publicly noticed via Vendor Registry to 63 registrants representing 44 firms. A total of 41 firms viewed the solicitation and the solicitation was downloaded by a total of 33 firms.

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

20. Recommendation: That the Board approve and authorize the County Administrator to sign the Purchase Order to Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC (Vendor 091476), for four Nissan Frontiers for Building Services, per the terms and conditions of solicitation PD 18-19.113, Four Nissan Frontiers for Building Services, with a per-unit price of \$24,986, and the total price for four units being \$99,944.

(Continued on Page 31)

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. Continued...

A quote was requested by the Building Services Department from Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC (Vendor 091476). A quote was provided based on pricing from the Florida State Term Contract 25100000-18-1.

In an effort to encourage competition from local businesses, this vehicle purchase was publicly noticed via Vendor Registry on September 19, 2019, to 19 registrants representing 16 firms. The solicitation was viewed by eight firms and downloaded by four firms.

Only one sealed bid was received, and it was from a non-local dealer with a higher price than the one provided by Alan Jay Chevrolet on State Contract. Alan Jay Chevrolet provided the lowest total price of \$99,944 for the four units.

[Funding: Fund 406, Cost Center 250109/250111 Building Services/Building Inspection Admin, Object Code 56401, Machinery and Equipment]

<p>Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.</p>
<p>Made by: Commissioner Underhill Seconded by: Commissioner Bender</p>
<p>Disposition: Carried 4-0, with Commissioner May having left the meeting</p>

21. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Little Tire Hauling, Inc., per the terms and conditions of solicitation PD 18-19.108, Re-Solicitation Waste Tire Removal and Recycling/Disposal Services for the Escambia County Waste Service Waste Tire Collection Center, for a period of one year, with options for up to two additional one-year renewals, for a total of 36 months, effective upon execution of the Agreement for an indefinite quantity, indefinite amount of \$80 per ton.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services]

(Continued on Page 32)

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Continued...

This solicitation was issued to 85 registrants in Vendor Registry representing 63 firms, 19 firms viewed the solicitation and 14 firms downloaded the solicitation. Two bid responses were received.

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.

Made by: Commissioner Underhill Seconded by: Commissioner Bender

Disposition: Carried 4-0, with Commissioner May having left the meeting
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22. Recommendation: That the Board approve and authorize the County Administrator to execute the Amendment and Assignment of Agreement for Professional Consulting Services between Escambia County, Florida, and Jehle-Halstead, Inc., to McKim & Creed, Inc., providing for an administrative change to:

A. PD 11-12.030, Beach Haven Northeast Drainage and Sanitary Sewer Project; and

B. PD 15-16.049, Design Services CR 295A (Old Corry) Sidewalk Project,

Assigning all of the rights and obligations of Jehle-Halstead, Inc., to McKim & Creed, Inc.

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.

Made by: Commissioner Underhill Seconded by: Commissioner Bender

Disposition: Carried 4-0, with Commissioner May having left the meeting
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MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

23. Recommendation: That the Board, for Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders in excess of \$25,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Engineering Department:

Vendor/Contractor	Amount	Contract Number
Cellco Partnership dba Verizon Wireless Fund: 175 (Transportation Trust Fund) Cost Center: 211101 (\$1,000) Cost Center: 211602 (\$13,200) Cost Center: 211201 (\$16,500)	\$30,700	General Services Administration Federal Supply Service Authorized Federal Supply Schedule Pricelist GSA Schedule 70: Contract GS-35F-0119P

<p>Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.</p> <p>Made by: Commissioner Underhill Seconded by: Commissioner Bender</p> <p>Disposition: Carried 4-0, with Commissioner May having left the meeting</p>

24. Recommendation: That the Board authorize the issuance of a Fiscal Year 2019/2020 Purchase Order to Miovision Technologies, in the amount of \$36,000, for the TrafficLink Signal Communications, Traffic Operations, and Performance Software

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201 Transportation and Traffic Operations, Object Code 55201]

<p>Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.</p> <p>Made by: Commissioner Underhill Seconded by: Commissioner Bender</p> <p>Disposition: Carried 4-0, with Commissioner May having left the meeting</p>

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

25. Recommendation: That the Board approve the reallocation of funds as indicated below:

	FROM	TO	FUND	DISTRICT	PROJECT NAME	AMOUNT
A	FY 2021	FY 2020	353	3	Chemstrand Road (South) Sidewalks	\$1,000,000
B	FY 2022	FY 2020	353	5	Chemstrand Road (Central) Sidewalks	\$1,000,000
C	FY 2021	FY 2020	353	5	Old Chemstrand Road/County Road 95A	\$300,000
D	N/A	FY 2020	353	9	ADA Upgrades for Compliance	\$100,000
E	Various	FY 2020	352	9	Bob Sikes Bridge Rehabilitation	\$478,584
F	FY 2020	FY 2020	108	9	Bob Sikes Bridge Rehabilitation	\$681,416

[Funding Sources are indicated below:

Fund 353, Local Option Sales Tax (LOST) IV, Cost Center 210106, Transportation and Drainage \$2,400,000 (Items A-D)

Fund 352, Local Option Sales Tax (LOST) III, Various Cost Centers, \$478,584 (Item E)

Fund 108, Tourist Development Tax Reserves, Cost Center 360101, \$681,416 (Item F)]

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

26. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order to Roads, Inc. of NWF, in the amount of \$112,739.62, on Contract PD 17-18.068, South Old Corry Field Road Bridge Replacement and Sidewalk and Drainage Project:

(Continued on Page 35)

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

26. Continued...

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	\$112,739.62
Vendor:	Roads, Inc. of NWF
Project Name:	South Old Corry Field Road Bridge Replacement and Sidewalk and Drainage Project
Contract:	PD 17-18.068
PO#:	181437
CO#:	4
Change Order 1	(\$452,846.58) Owner Direct Purchase
Change Order 2	\$5,427.30 Adds Junction Box and pipe for utility conflict
Change Order 3	Time Only
Change Order 4	\$112,739.62 CRA request for additional lighting and irrigation
Original Contract Amount:	\$3,406,316.92
Cumulative Amount of Change Orders Through this CO:	(\$334,679.66)
New Contract Amount:	\$3,071,637.26

[Funding Source: Fund 151 Community Redevelopment, Cost Center 370114 CRA Warrington, Object Code 56301]

This project is located in Commission District 2.

Motion: Move the item in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting
Speaker(s): Melissa Pino, Gail Strickland, Tracy McAdams

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

27. Recommendation: That the Board authorize and approve the issuance of a Purchase Order to Dynamic Security, Inc., in the amount of \$458,000, for the purchase of security services to be utilized at entrances to the M.C. Blanchard Judicial Building and the Theodore Bruno Juvenile Justice Center. Dynamic Security, Inc., is the current provider of security services at both locations.

This purchase will not impact the General Revenue Fund.

[Funding: Fund 115, Court Security, Article V, Cost Center 410505, Object Code 53401, Other Contractual Services]

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

28. Recommendation: That the Board approve the funding of \$2500 to Water and Youth Safety Pensacola - "Project Life Rings", from Commissioner Jeff Bergosh's discretionary funds.

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

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

29. Recommendation: That the Board approve the Funding Allocation of \$500 from Commissioner Jeff Bergosh's discretionary funds, for the Epps Christian Center Ministries to support their Thanksgiving Meal for the Community.

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

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

30. Recommendation: That the Board approve a funding allocation, in the amount of \$1,000, from Commissioner Robert Bender's discretionary funds to Epps Christian Ministries to assist them with their Thanksgiving Meal for the Community.

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

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

31. Recommendation: That the Board approve the Funding Allocation of \$500 from Commissioner Lumon May's Discretionary Fund to sponsor Epps Christian Center Ministries annual Thanksgiving Meal.

(Continued on Page 38)

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

31. Continued...

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

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

32. Recommendation: That the Board approve the Funding Allocation of \$500 from Commissioner Lumon May’s Discretionary Fund to sponsor the Pine Forest High School Boys Basketball Team.

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

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

33. Recommendation: That the Board approve the Funding Allocation of \$1,000 from Commissioner Lumon May’s Discretionary Fund to sponsor the Washington High School Boys’ Basketball Team.

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

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

34. Recommendation: That the Board approve the funding allocation of \$2,000, to be funded from Commissioner Steven Barry's Discretionary Fund, for the Northview Softball Team, and approve the Purchase Order for this purpose.

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

35. Recommendation: That the Board That the Board approve a Purchase Order to Blue Arbor in the amount of \$60,000 to cover temporary staffing assistance to the following departments: County Administration, Veteran's Services, Community and Media Relations.

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

36. Recommendation: That the Board take the following action concerning the surplus and sale of County-owned real property located at 7700 Block Pontiac Drive:
- A. Upon written request by the County Administrator, authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property;
 - B. Declare surplus the Board's real property at 7700 Block Pontiac Drive located in District 1; Account #: 10-1685-000; Reference #: 37-2S-31-4101-260-002; Property Appraiser's current assessed value: \$1;

(Continued on Page 40)

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

36. Continued...

- C. Make a factual determination, in accordance with Section 46.131 of the Escambia Code of Ordinances, that (1) the value of the property is \$15,000 or less, as determined by the records of the Escambia County Property Appraiser, and (2) the size, shape, location, and value of the property would make it of use to only one or more adjacent property owners;
- D. Offer this property by private sale to the adjacent property owners, and authorize the sale of the property to the bidder with the highest offer received at or above \$500, without further action of the Board. This property has been reviewed by County departments and it has been determined that the County does not have a need for this property; and
- E. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

37. Recommendation: That the Board take the following action concerning the surplus and sale of a portion of County-owned real property located at 500 Block East Ten Mile Road:
- A. Upon written request by the County Administrator, authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property;
 - B. Declare surplus the portion of the Board's real property, located at 500 Blk East Ten Mile Road (as shown on the Boundary Survey - Exhibit A), located in District 5; Account #:11-1013-000; Reference #: 23-1N-30-3304-000-000; Property Appraiser's current assessed value: \$21,955;
 - C. Authorize an appraisal be performed to determine the current market value of the property;

(Continued on Page 41)

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

37. Continued...

- D. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the appraised value. It has been determined that the County does not have a need for this property; and
- E. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

38. Recommendation: That the Board take the following action concerning the surplus and sale of County-owned real property located at 1820 North 60th Avenue:

- A. Upon written request by the County Administrator, authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property;
- B. Declare surplus the Board's real property at 1820 North 60th Avenue, located in District 2; Account #: 05-4317-000; Reference #: 14-2S-30-6000-000-014; Property Appraiser's current assessed value: \$22,440;
- C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the Property Appraiser's current assessed value. It has been determined that the County does not have a need for this property; and

(Continued on Page 42)

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

38. Continued...

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

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

39. Recommendation: That the Board take the following action concerning the surplus and sale of a portion of County-owned real property located at Merritt Street:

- A. Upon written request by the County Administrator, authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property;
- B. Declare surplus the portion of the Board's real property, located at Merritt Street (as shown on the Boundary Survey - Exhibit A), located in District 2; Account #: 08-1366-000; Reference #: 50-2S-30-5090-014-001; Property Appraiser's current assessed value: \$2,100;
- C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the Property Appraiser's current assessed value. It has been determined that the County does not have a need for this property; and
- D. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

40. Recommendation: That the Board take the following action concerning the surplus and sale of County-owned real property located at 102 Madrid Road:
- A. Upon written request by the County Administrator, authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property;
 - B. Declare surplus the Board's real property at 102 Madrid Road, located in District 5; Account #: 11-2738-500; Reference #: 09-1N-31-1000-345-004; Property Appraiser's current assessed value: \$11,400;
 - C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the Property Appraiser's current assessed value. It has been determined that the County does not have a need for this property; and
 - D. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative
For information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

41. Recommendation: That the Board take the following action concerning the surplus and sale of an unopened section of Denton Road depicted in the survey dated May 10, 2019:
- A. Upon written request by the County Administrator, authorize the County Attorney's Office to take such action necessary to evict occupants of the unopened section of Denton Road depicted by the survey dated May 10, 2019;
 - B. Declare surplus the unopened section of Denton Road depicted in the survey dated May 10, 2019;
 - C. Make a factual determination, in accordance with Section 46.131 of the Escambia County Code of Ordinances, that (1) the property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on, (2) the value of the property is \$15,000 or less, and (3) the parcel is of use to only one or more adjacent property owners;

(Continued on Page 44)

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

41. Continued...

- D. Authorize this property to be offered via private sale to the adjacent property owners, and authorize sale of the property to the bidder with the highest offer received at or above \$7,492, as calculated by Engineering staff, without further action of this Board. Engineering asked internal staff to review the potential sale of this parcel and there were no objections. The successful bidder will pay all closing costs; and
- E. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

42. Recommendation: That the Board take the following action concerning an Agreement to provide required medical examinations of allegedly abused, abandoned, or neglected children:
- A. Approve the Agreement between Escambia County, Florida, and Gulf Coast Kid's House, Inc., for Child Protection Team Services, a Florida Department of Health designated Child Protection Team Provider, in the amount of \$135,000, effective upon the date last executed by the parties and expiring on September 30, 2020, to fund medical examinations of allegedly abused, abandoned, or neglected children, at the rate of \$300 per examination, pursuant to Florida Statute 39.304(5);
 - B. Authorize the Chairman to sign the Agreement; and
 - C. Approve the preparation of any necessary vouchers and Budget Amendments for the remainder of Fiscal Year 2019/2020, in the event the cost of medical examinations exceeds the previously appropriated sum.

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

<p>Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.</p>
<p>Made by: Commissioner Underhill Seconded by: Commissioner Bender</p>
<p>Disposition: Carried 4-0, with Commissioner May having left the meeting</p>

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: 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 2019/2020:
 - A. Escambia High School, in the amount of \$1,000;
 - B. Gonzalez UMC Child Enrichment Center, in the amount of \$1,000;
 - C. Pensacola Children's Business Fair, in the amount of \$2,000;
 - D. Big Brothers Big Sisters of Northwest Florida, in the amount of \$25,000;
 - E. AMIkids Pensacola Inc., in the amount of \$10,000;
 - F. West Florida Hammerheads Corporation, in the amount of \$1,000;
 - G. West Florida High School Baseball Booster Club, in the amount of \$3,000;
 - H. Epps Christian Center, Inc., in the amount of \$3,000; and
 - I. Covenant Alzheimer's Services, in the amount of \$7,500.

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]

Motion: Move approval for A through I
For information: Commissioner Barry disclosed that his family has a relationship with the entity in item B, but it does not prevent him from voting on the item.
Made by: Commissioner Bender
Seconded by: Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May having left the meeting

MINUTES – NOVEMBER 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

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

A. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule to install 187 LED streetlights (Phase 1) along Palafox Street, Hancock Lane, Majors Road, St. Benedict Avenue, St. Elmo Street, and Stumpfield Road in the Oakfield Redevelopment Area;

B. Approve one of the following payment plans:

1. Pay upfront cost of \$147,291, which includes 1 year of energy cost;

OR

2. Pay no upfront cost, and the monthly cost will be \$3,035; and

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

Project located in District 3.

[Funding: Fund 101, CRA SN, Cost Center 370101 and Fund, 151, CRA Oakfield TIF, Cost Center 370121]

Motion: Move A, B 2, and C in the affirmative
Made by: Commissioner Bender
Seconded by: Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May having left the meeting

COUNTY ATTORNEY’S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board take the following action:
 - A. Authorize the settlement of the pending lawsuit in the total sum of \$29,250.00 to be paid to William R. Kibbe in exchange for a general release, hold harmless agreement and Medicare addendum; and
 - B. Authorize the County Attorney's Office to execute a stipulation for dismissal with prejudice of the pending lawsuit.

Motion: Move all three [County Attorney Action items] in the affirmative
For information: This recommendation is in reference to the settlement case of William R. Kibbe v. Escambia County Board of County Commissioners Case No. 2018 CA 001900
Made by: Commissioner Bergosh
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

2. Recommendation: That the Board take the following action:
 - A. Amend Resolution R2019-60 establishing a user fee for cremation authorization services rendered by District I Medical Examiner; and
 - B. Adopt and authorize the Chairman to sign Amended Resolution [R2019-112] which provides for a retroactive date to collect the user fees.

Motion: Move all three [County Attorney Action items] in the affirmative
Made by: Commissioner Bergosh
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

3. Recommendation: That the Board authorize the County Attorney’s Office to send a letter to PADP ensuring that the County will exercise confidentiality pursuant to §255.065(15), Fla. Stat., for a written P3 proposal up to the point of Board of County Commissioners consideration.

Motion: Move all three [County Attorney Action items] in the affirmative
Made by: Commissioner Bergosh
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

MINUTES – NOVEMBER 7, 2019

COUNTY ATTORNEY’S REPORT – Continued

II. FOR DISCUSSION

1. Recommendation: At the request of Commissioner Doug Underhill, that the Board discuss:

Whether the Board will pay the McDonald Fleming law firm for attorney's fees and costs incurred during the successful defense of County Commissioner Doug Underhill in a defamation action brought against him by Scott Miller in Escambia County Circuit Court case 2019 CA 000931.

[Contingent on the Board's approval, funds will come from the General Fund 001, Cost Center 110201.]

Disposition: No action taken
Speaker(s): Melissa Pino, Scott Miller, Tracy McAdams, Ed Fleming

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Recommendation: That the Board approve the funding of \$1,000 to R.C. Lipscomb Elementary School – “Veteran’s Day Celebration,” from Commissioner Jeff Bergosh’s discretionary money.

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

Motion: “I’m going to sponsor with a \$1,000 contribution to that event from my discretionary fund”
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May having left the meeting

2. Recommendation: That the Board approve the funding of \$350 for Traditional Hymn Singing Pensacola, from Commissioner Jeff Bergosh’s discretionary money.

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

Motion: “I’m going to allocate \$350 from my discretionary fund for the Traditional Hymn Singing Pensacola group”
Made by: Commissioner Bergosh
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

ITEMS ADDED TO THE AGENDA – COMMISSIONER ROBERT D. BENDER

1. Recommendation: That the Board adopt the Proclamation declaring November 10 – 16, 2019, as Nurse Practitioner Week in Escambia County.

Motion: Move the two proclamations as stated
For information: Vice Chairman Barry advised that he would entertain a motion to adopt a proclamation that is Item 6, containing the Employee of the Month, as well as Commissioner Bender's add-on.
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May having left the meeting.
Speaker(s): Ameei Pizzo and Monica Sanford

2. Recommendation: That the Board approve Commissioner Robert Bender's participation in the National Association of Counties (NACo) Gulf States Counties and Parishes Caucus and associated travel expenditures during Fiscal Year 2019-2020.

Motion: Approve my participation in the National Association of Counties Gulf States Counties and Parishes Caucus
Made by: Commissioner Bender
Seconded by: Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May having left the meeting

ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1. Recommendation: That the Board approve funding in the amount of \$300 from Commissioner May's discretionary fund to Mr. Robbins Neighborhood Super Bowl Bonanza Event.

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

Motion: Move his [the Chairman's] add-on recommendation concerning funding allocation to Mr. Robbins Neighborhood Super Bowl Bonanza, with an additional \$700 from Commissioner Barry's District 5 discretionary funds for a total of \$1,000.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

MINUTES – NOVEMBER 7, 2019

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Vice Chairman Barry declared the Regular Meeting of the Board of County Commissioners adjourned at 7:25 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

Deputy Clerk

Approved: November 18, 2019



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17146 **Growth Management Report 8.1.**
BCC Regular Meeting **Consent**
Meeting Date: 11/18/2019
Issue: Schedule a Public Hearing
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:

December 5, 2019

A. 5:46 p.m.- A Public Hearing - Large Scale Map Amendment, LSA-2019-02 - 11999 Pate Rd (second of two public hearings)

Summary: A request to change the Future Land Use from Mixed-Use Urban (MU-U) to Industrial (I).

B. 5:47 p.m. - A Public Hearing to amend the official zoning Map to include the following Rezoning case heard by the Planning Board on September 3, 2019.

Case No.: **Z-2019-15**
Address: 11999 Pate Rd
Property Reference No.: 25-1N-30-1003-000-000; 25-1N-30-1006-000-000;
25-1N-30-1006-000-001
Property Size: 36.1 (+/-) acres
From: HC/LI, Heavy Commercial and Light Industrial (25 du/acre)
To: I, Industrial (du density limited to residential development)
FLU Category: MU-U (pending Industrial proposed)
Commissioner District 5
Requested by: Allara Mills-Guther, Agent for Gulf Power Company, owner

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16898

County Administrator's Report 8. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/18/2019

Issue: Community Transportation Coordinator for Escambia County

From: TONYA ELLIS, Interim Director

Organization: Mass Transit

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Transportation Coordinator for Escambia County - Tonya Ellis, Interim Director, Mass Transit Department

That the Board authorize the County Administrator to sign a letter responding to the Emerald Coast Regional Florida-Alabama Transportation Planning Organization (TPO) Transportation Disadvantaged Coordinator, accepting to continue as the Community Transportation Coordinator, in accordance with Chapter 427, Florida Statutes.

BACKGROUND:

Escambia County was designated as the CTC beginning July 1, 2014. The Commission for the Transportation Disadvantaged contract for CTC runs on the state fiscal year, July 1 through June 30, 2020, with a new five year contract beginning July 1, 2020.

The County has the right to remain as the CTC without a competitive bid, if the county chooses to continue to serve in this capacity. If the county declines to serve, TPO staff will initiate a competitive procurement process to secure another entity to assume this role.

BUDGETARY IMPACT:

There is no Budgetary Impact at this time.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Upon approval of this Recommendation, Mass Transit staff will continue to pursue any actions required to have the Escambia County BOCC continue as the designated as Community Transportation Coordinator.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with Escambia County, Florida Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, Mass Transit Department staff will continue to pursue any actions required to have the Escambia County BOCC officially designated as Community Transportation Coordinator.

Attachments

CTC Response Letter

Escambia County CTC Interest Letter



Board of County Commissioners • Escambia County, Florida

Janice P. Gilley
County Administrator

November 18, 2019

Transportation Disadvantaged Coordinating Board
Staff to the Board: Florida-Alabama Transportation Planning Organization
Attn: Howard Vanselow, Transportation Disadvantaged Coordinator
P O Box 11399
Pensacola, FL 32524-1399

Dear Mr. Vanselow:

Escambia County is in receipt of your letter dated September 9, 2019, soliciting the County's interest in remaining the single designated Community Transportation Coordinator (CTC) for Escambia County.

I am pleased to inform you that Escambia County is extremely interested in this opportunity.

Please let us know the next steps that need to be taken in order for Escambia County to remain in the role of the CTC. You may coordinate with Tonya Ellis in our Mass Transit Department at (850) 595-3229.

If I can be of further service for this project, please do not hesitate to contact me.

Sincerely,

Janice P. Gilley
County Administrator

Cc: Escambia County Commissioner Lumon May (Chairman, TDC)
Tonya Ellis, Mass Transit Interim Director



**ESCAMBIA COUNTY
TRANSPORTATION DISADVANTAGED
COORDINATING BOARD**



Mailing: **P.O. Box 11399; Pensacola, FL 32524-1399**
Street: **4081 E. Olive Rd., Ste. A; Pensacola, FL 32514**
(850) 332-7976 Fax: **637-1923** Toll Free: **1-800-226-8914**

Lumon May
Chairperson

Web Site: www.ECRC.org

John Clark
Vice-Chair

September 9, 2019

Dear Commissioner May,

This letter is to ascertain the county's interest in continuing the responsibility as the Community Transportation Coordinator (CTC) for Escambia County. The Commission for the Transportation Disadvantaged contract for CTC runs on the state fiscal year, July 1 through June 30. The current contract with the Commission for the Transportation Disadvantaged is scheduled to end June 30, 2020, with a new five-year contract beginning July 1, 2020.

The county has the right to remain the CTC function without a competitive bid, if the county chooses to continue to serve in this capacity. If the county declines to serve, TPO staff will initiate a competitive procurement process to secure another entity to assume this role.

The Escambia County Transportation Disadvantaged Coordinating Board, which is staffed by TPO staff, advises and guides the CTC for Escambia County. The TPO shall recommend an entity to serve as the Community Transportation Coordinator to the Florida Commission for the Transportation Disadvantaged who has approval authority, including executing the Memorandum of Agreement directly with the CTC.

For more information on Community Transportation and the role of the CTC, please contact Howard Vanselow, TPO staff, by phone at 1-800-226-8914, Extension 231 or email howard.vanselow@ecrc.org. Please let me know the county's preference by October 15, 2019.

Thank you for your assistance.

Sincerely,

Howard K. Vanselow, Transportation Disadvantaged Coordinator

Copy:
Chair Sam Parker, FL-AL Transportation Planning Organization Chair
Janice P. Gilley, County Administrator
Tonya Ellis, Transit Division Manager



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17120

County Administrator's Report 8. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/18/2019

Issue: Mutual Aid Agreement between Escambia County, FL, and Lillian Volunteer Fire Department

From: JOHN DOSH, Interim Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Mutual Aid Agreement Between Escambia County Fire Rescue and the Lillian Volunteer Fire Department - John Dosh, Interim Public Safety Department Director

That the Board take the following action concerning the Mutual Aid Agreement between Escambia County Fire Rescue and the Lillian Volunteer Fire Department:

A. Approve the Mutual Aid Agreement to enable the Lillian Volunteer Fire Department (VFD) to respond to specific requests or automatic alarm assignments to any emergency with available personnel and equipment, commencing upon the date last executed by the parties and continuing unless terminated as provided in the Agreement. The Agreement shall remain in effect until terminated at the request of either party and upon notification of such request to the other party and the Board of County Commissioners (BCC); and

B. Authorize the Interim Fire Chief, J. Paul Williams to sign the Agreement.

BACKGROUND:

The Paradise Beach fire station, located at 1425 Bauer Road, closed due to the termination of a land use Agreement. The closing of the fire station caused the Public Protection Classification for the Paradise Beach area to go from a 4 to a 10 because the residents were now exceeding the five miles from a fire station requirement of ISO. The change in the PPC has caused the insurance premiums of residents to experience a significant increase. As a means to help reduce the increased premiums, Escambia County Fire Rescue is requesting to sign an automatic aid Agreement with the Lillian Volunteer Fire Department for structural fires in the Paradise Beach community. If authorized, this will allow ISO to evaluate and consider allowing Escambia County to utilize the Lillian VFD for ISO purposes. The Lillian VFD, located at 12655 Santa Piedro

Street, is just across the Lillian bridge and would cover a majority of Paradise Beach being within five miles of the station. Escambia County Fire Rescue requests authorization to proceed with the process and work with ISO to determine if credit can be utilized.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Senior Assistant County Attorney Kristin Hual made necessary changes to the Mutual Aid Agreement however the legal stamp is not required due to Interim Fire Chief signing the document.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon BCC approval and proper execution, Tamika L. Williams, Public Safety Business Operations Division Manager, will ensure the appropriate originals are returned for file. J. Paul Williams, Interim Fire Chief, will oversee implementation of the Agreement and work in close cooperation with Lillian Volunteer Fire Department representatives.

Attachments

Mutual Aid Agreement

MUTUAL AID AGREEMENT

Between

Escambia County Fire Rescue and Lillian Volunteer Fire Department

We, the undersigned authorized representatives of Escambia County, Florida, by and through its Department of Public Safety, Fire Rescue Division (hereinafter referred to as "ECFR"), and the Lillian Volunteer Fire Department (hereinafter referred to as "LVFD"), do hereby agree to cooperate at the scene of any fire or emergency. We further agree to abide by the rules and regulations as set forth below:

1. ECFR and LVFD agree to provide mutual aid, both upon specific request or automatic alarm assignment, to any emergency with available personnel and equipment. Mutual aid or automatic aid will not be provided if either party determines that rendering such aid will place its own jurisdiction or operations in jeopardy.
2. The request for assistance should be made by an officer or the incident commander of the party requiring such aid. Such requests are to be made through each department's Emergency Communications Center (ECC).
3. ECFR and LVFD agree that assistance in the form of manpower and/or specialized equipment will only be rendered when specifically requested, except as follows:
 - A. Preplanned automatic alarm assignments (run orders) as may be established by separate written agreement on file with the ECC;
 - B. Established run orders indicating the locations, incident types, and type(s) and kind(s) of resources required may be established by mutual agreement. Modifications to established run orders resulting in increased response area or frequency shall only be made by mutual agreement of the parties; or
 - C. If either agency happens upon an incident within the jurisdiction of the other or is located in the immediate vicinity of an incident upon dispatch, the agency shall render such aid as is appropriate, and provide such information to the ECC until relieved by the party having jurisdiction.
4. If an incident occurs wherein the exact location is not known, or the department having jurisdiction cannot be immediately determined, the department that was originally dispatched shall respond to and manage the incident, subject to the following provisions:

- A. Upon arrival, if the incident is determined to be in another jurisdiction, the first unit on the scene will immediately notify the ECC dispatcher, who will notify the appropriate department. The on-scene unit(s) from the responding department will continue to handle the incident until the appropriate department arrives.
 - B. Should the incident not warrant further response, the on-scene unit(s) from the responding department will notify the ECC dispatcher, who will notify the department having jurisdiction.
 1. The chief or senior officer of the department having jurisdiction will decide whether to respond and notify the ECC dispatcher of the decision.
 2. Notwithstanding, if on-scene unit(s) from the responding department determine that a representative of the department having jurisdiction is needed at the scene, the incident commander will notify the ECC dispatcher.
5. If an incident is assigned to a department and, prior to arrival of any unit(s), it is determined to be located within another department's jurisdiction, the ECC dispatcher will immediately alert the appropriate department. The original responding department will not be cancelled unless it is determined that units from the department having jurisdiction will arrive on scene prior to units from the original responding department and such response will not be needed.
 6. When mutual aid has been requested and is subsequently determined to be unnecessary, the incident commander will cancel the responding mutual aid department(s).
 7. Whenever a department is unable to respond to a request for aid, that department shall immediately notify their ECC who shall advise the requesting department so that alternative arrangements can be made.
 8. The department requesting mutual aid will make every attempt to accurately describe the location, the equipment needed, number of personnel requested, and the condition of the emergency. The responding department(s) will make every effort to follow all instructions.
 9. Unless directed otherwise, responding apparatus will assume level I staging upon arrival at the incident scene, and the officer in charge (OIC) of the mutual aid resources will await direction from the incident commander (IC) for assignment. The OIC will deploy his personnel and equipment as directed by the IC. The first department on scene will

establish incident command and direct on-scene operations until relieved by an authorized representative of the department having jurisdiction.

10. Once on scene of any incident, mutual aid units shall not secure their operations (leave the scene) until the IC has released such units from the scene. If the personnel, equipment, or jurisdiction of the department providing mutual aid is in jeopardy, the on-scene OIC of such department shall immediately notify the IC of the need to secure their operations and return to district. In this event, the IC shall make arrangements to release such units as quickly and safely as possible.

11. The department providing mutual aid shall be responsible for maintaining appropriate certification and insurance for all personnel providing mutual aid. During the first twelve (12) hours of an incident, the personnel costs, and the costs of repairs and maintenance of equipment used while rendering assistance under this agreement will be borne by the department owning the equipment. After the first twelve (12) hours of operations, costs for personnel and equipment may be billed in accordance with the terms of the prevailing Florida Statewide Mutual Aid Agreement. Consumable resources (foam, etc.) shall be reimbursed or replaced at the request of the providing department.

12. This agreement shall remain in full force and effect until terminated at the request of either party and upon notification of such request to the other party and the ECC. It is further agreed that any changes, alterations, amendments to this document will be made in writing by mutual agreement of the parties.

Notwithstanding any of the above, the parties hereby agree to work in harmony for the good of the fire service and for the protection of life and property throughout Escambia County, Florida and Baldwin County, Alabama. The parties hereto have caused this agreement to be executed on the respective dates under each signature.

ESCAMBIA COUNTY, FLORIDA
Escambia County Fire Rescue

Lillian Volunteer Fire Department

Jon P Williams, Interim Fire Chief

Nick Dewhurst, Fire Chief

Date: _____

Date: _____

N/A

Attachments

2020 Holiday Calendar



BCC 2020 HOLIDAY CALENDAR

New Year's Day	Wednesday, January 1, 2020
Martin Luther King, Jr. Day	Monday, January 20, 2020
Presidents' Day	Monday, February 17, 2020
Good Friday	Friday, April 10, 2020
Memorial Day	Monday, May 25, 2020
Independence Day	Friday, July 3, 2020
Labor Day	Monday, September 7, 2020
Veterans Day	Wednesday, November 11, 2020
Thanksgiving	Thursday, November 26, 2020 Friday, November 27, 2020
Christmas	Thursday, December 24, 2020 Friday, December 25, 2020
New Year's Eve	Thursday, December 31, 2020
New Year's Day	Friday, January 1, 2021
Martin Luther King, Jr. Day	Monday, January 18, 2021

In accordance with the BCC Human Resources Policies and Procedures, Section 4.4, subject to the approval of the County Administrator, one holiday may be exchanged for another provided the total number of holidays is kept equitable among all employees.

www.myescambia.com/events



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17066

County Administrator's Report 8. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/18/2019

Issue: RESTORE Direct Component Multi-Year Implementation Plan Amendment #1

From: Matt Posner, RESTORE Program Manager

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the RESTORE Act Direct Component Multi-Year Implementation Plan Amendment #1 - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning Amendment #1 to the RESTORE Act Direct Component (Pot 1) Multi-Year Implementation Plan:

- A. Approve the 11 projects and funding amounts identified in the backup for inclusion in Amendment #1 to the Multi-Year Implementation Plan;
- B. Authorize staff to finalize the Multi-Year Implementation Plan draft Amendment #1; and
- C. Authorize staff to conduct the U.S. Department of Treasury required 45-day public comment period for the Multi-Year Implementation Plan draft Amendment #1 and incorporate U.S. Department of Treasury comments and meaningful public comments into the Plan.

BACKGROUND:

Escambia County will receive approximately \$70 million through 2031 in RESTORE Act Direct Component (Pot 1) funds as a result of the Deepwater Horizon Oil Spill. The U.S. Department of Treasury administers the RESTORE Act Direct Component Program to ensure compliance with the RESTORE Act. The RESTORE Act requires a Multi-Year Implementation Plan (MYIP) be approved by the Treasury Department prior to submittal of individual project Grant Applications and dispersal of funds. The Treasury Department also requires a 45-day public

comment period for the MYIP, and the incorporation of meaningful comments received, prior to submittal of the Plan to the Treasury Department for their review and approval.

Amendment #1 to the MYIP includes a total of 11 projects consisting of eight new projects and revisions to three projects included in the initial MYIP approved by Treasury on October 20, 2017. Project revisions include revising the scope of work for the SOAR with RESTORE Workforce Development Program; revising the scope of work and increasing the budget for the Perdido Key Multi-Use Path, and revising the scope of work and increasing the budget for the Eleven Mile Creek Regional Stormwater Ponds project. MYIP Amendment #1 allocation totals \$12,140,000.

Per RESTORE Act and U.S. Department of Treasury requirements, staff will conduct the required 45-day public comment period. Staff will review and address meaningful public comments and bring the final MYIP Amendment #1 back to the Board at future Board meeting for approval.

The U.S. Department of Treasury has not yet reviewed the draft MYIP Amendment #1 which may necessitate revisions to the enclosed projects prior to submittal and approval by Treasury.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management staff, in coordination with Community and Media Relations, will conduct the 45-day public comment period.

Attachments

RESTORE Act MYIP Amendment 1 Draft Project Descriptions



RESTORE ACT MULTI-YEAR IMPLEMENTATION PLAN

Draft Amendment 1

November 18, 2019

**ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS**



**District 1: Commissioner
Jeff Bergosh**



**District 2: Commissioner
Doug Underhill**



**District 3: Commissioner
Lumon J. May, Chairman**



**District 4: Commissioner
Robert Bender**



**District 5: Commissioner
Steven Barry, Vice-Chair**

STAFF

Janice P. Gilley, County Administrator

Taylor "Chips" Kirschenfeld, Director, Natural Resources Management Department

Matt Posner, RESTORE Program Manager, Natural Resources Management Department

Multi-Year Implementation Plan Amendment 1

Executive Summary

On September 7, 2017, the Escambia County Board of County Commissioners approved the 2016-17 Escambia County RESTORE Direct Component (Pot 1) Multi-Year Implementation Plan (MYIP) and authorized staff to submit the MYIP to the U.S. Department of Treasury for approval after conducting the required 45-day public comment period per RESTORE Act requirements. The U.S. Department of Treasury approved the MYIP on October 20, 2017, finding the MYIP to be complete and conforming to the RESTORE Act regulations. The 2016-17 MYIP includes ten projects selected by the Escambia County Board of County Commissioners.

In July 2019, the Board of County Commissioners directed staff to begin developing Amendment 1 to the MYIP. Escambia County's MYIP Amendment 1 includes revisions to three projects included in the approved MYIP and eight new projects.

MYIP Amendment 1 is necessary to satisfy the requirements of the RESTORE Act regulations and the U.S. Department of Treasury's rules as it relates to the proposed revisions to SOAR with RESTORE's project description. County staff will conduct the required 45-day public comment period to obtain broad-based participation from the public. After reasonable consideration of public comment and final approval by the Board of County Commissioners, the County will submit MYIP Amendment 1 to the U.S. Department of Treasury for approval.

MYIP Amendment 1 does not propose any alternations, additions, or deletions to any other projects identified in the 2016-17 MYIP.

For additional information regarding Escambia County's RESTORE Program or MYIP, please visit myescambia.com/restore.

PROJECT	POT 1 CYCLE 1 ALLOCATION	AMENDMENT 1 ALLOCATION
SOAR with RESTORE	\$900,000	<i>No Change</i>
Perdido Key Multi-Use Path	\$960,000	\$3,540,000
Eleven Mile Creek Regional Stormwater Ponds	\$268,800	\$1,000,000
Pensacola International Airport MRO Campus Expansion	\$1,524,000	<i>Replaces OLF8 Master Plan</i>
Perdido Bay Boat Ramp		\$2,500,000
Beulah Master Plan		\$300,000
Brownsville Community Center Renovation		\$300,000
CRA Community Center		\$500,000
CRA Economic Development Program		\$1,500,000
Little Sabine Bay Restoration Program		\$2,000,000
Town of Century Wastewater Improvements		\$500,000
	Total:	\$12,140,000



SOAR with RESTORE Workforce Development Program

AWARD AMOUNT

\$900,000

LEVERAGE AMOUNT

N/A

PURPOSE

Workforce Development Program

DURATION

3 Years

ELIGIBLE ACTIVITY

Workforce Development

MEASURE OF SUCCESS

75 graduates per year

PRIMARY BENEFITS

Fills workforce development gap in Escambia County by establishing a workforce development program targeting Escambia County workforce eligible residents.

The RESTORE Act, signed into law in 2012, directs 80% of civil penalties received as a result of the 2010 Deepwater Horizon Gulf of Mexico oil spill be deposited in the Gulf Coast Restoration Trust Fund. Escambia County will receive approximately \$70 million through 2031 from the RESTORE Act Direct Component (Pot 1) allocation. For more information on the County's RESTORE Program, please visit myescambia.com/RESTORE.

The SOAR with RESTORE Workforce Development Program is one of ten projects identified in Escambia County's initial Multi-Year Implementation Plan (MYIP). The MYIP SOAR with RESTORE project description identified three specific training programs – cybersecurity, environmental hazard remediation, and re-entry. SOAR with RESTORE was initially proposed by a group of non-profit and for-profit organizations in 2015 and was later revised by the County to be consistent with the RESTORE Act and Escambia County's mission. Since that time, demand occupation training needs have changed in Escambia County and across Northwest Florida. Staff has revised the project scope in order to provide the greatest flexibility to meet demand occupation training needs, specifically those in the construction trades. There are no budgetary revisions proposed with this amendment.

SOAR with RESTORE Workforce Development Program will establish a new workforce development program, managed by Escambia County, for demand occupation training needs in Escambia County and Northwest Florida. The program will provide no-cost demand occupation training and certification to Escambia County workforce eligible residents. Demand occupation training needs are regionally specific and fluctuate based on market conditions. The Florida Department of Economic Opportunity (DEO) releases an annual Workforce Statistics Report, which highlights regionally specific workforce demand data. As such, specific training programs will be identified in the Direct Component Application Form based on the Florida DEO's Regional Demand Occupation List.

The RESTORE Act's legislative history explains that workforce development "is intended to include non-profit, university, and community college-based workforce, career and technical training programs. This would also include the identification of projects, research, programs and partnerships with federal, state and local workforce agencies, industry and local stakeholders from economically and socially disadvantaged communities." S. Rep. No. 112-100, at 8 (2011). This list of activities, while not exclusive, describes the kinds of activities that are eligible for funding. The Program may specifically focus on construction trade training the initial year of operation. The program will avoid program and training redundancy by coordinating with existing workforce development programs to ensure graduates have the greatest opportunities to secure regional employment.





PERDIDO KEY MULTI-USE PATH

AWARD AMOUNT

\$4.5 million

LEVERAGE AMOUNT

\$1.6 million — FDOT

PURPOSE

Construction

DURATION

2 Years

ELIGIBLE ACTIVITY

Infrastructure benefiting the economy

MEASURE OF SUCCESS

PKMUP East Segment Completed

PRIMARY BENEFITS

Fills multimodal transportation need on Perdido Key as identified in the 2016 Perdido Key Master Plan.

The Perdido Key Multi-Use Path (PKMUP) is one of ten projects identified in Escambia County’s initial Multi-Year Implementation Plan (MYIP). The MYIP PKMUP project description indicated Direct Component funding would be utilized to fund construction of approximately one mile of the east segment of the Perdido Key Multi-Use Path. The project scope has been expanded to complete construction of the entire east segment of the project, from the western boundary of Perdido Key State Park to River Road, at a length of approximately 4.3 miles. Direct Component fund contributions will increase in the amount of \$3.54 million as a result of the project scope enhancements.

Direct Component funding will complete construction of the east segment of the Perdido Key Multi-Use Path from the western boundary of Perdido Key State Park to River Road for a length of approximately 4.3 miles. When complete, the multi-use path will extend approximately 6.2 miles from the Alabama-Florida state line eastward through Perdido Key State Park to River Road. The design includes a eight foot wide paved path along the north side of Perdido Key Drive, State Road-292.

Perdido Key is experiencing pressure on the confined transportation network. This project will allow for alternative means of transportation, such as walking or biking, to move people along Perdido Key and increase access to local businesses. Identified as a priority in the Perdido Key Master Plan, the path will establish connectivity throughout Perdido Key. Project design has been funded by the Shared Use Non-motorized (SUN) Trail Grant, Florida Department of Transportation (FDOT), and the Florida-Alabama Transportation Planning Organization (TPO) Bicycle and Pedestrian Program. Construction of the west segment has been programmed for fiscal year 2020 by SUN Trail, FDOT, and the TPO. Funding for this project will be used for the construction of the east segment of the path. The Perdido Key Multi-Use Path is the number one recommended Florida-Alabama TPO Bike/Pedestrian project. Design and Permitting will be completed by the Florida Department of Transportation.



The RESTORE Act, signed into law in 2012, directs 80% of civil penalties received as a result of the 2010 Deepwater Horizon Gulf of Mexico oil spill be deposited in the Gulf Coast Restoration Trust Fund. Escambia County will receive approximately \$70 million through 2031 from the RESTORE Act Direct Component (Pot 1) allocation. For more information on the County’s RESTORE Program, please visit myescambia.com/RESTORE.



ELEVEN MILE CREEK REGIONAL STORMWATER PONDS

AWARD AMOUNT

\$500,000 (Design/Permitting)

\$500,000 (Land Acquisition)

LEVERAGE AMOUNT

N/A

PURPOSE

Land acquisition, design, and permitting

DURATION

3 Years

ELIGIBLE ACTIVITY

Land acquisition and planning assistance to eventually construct infrastructure that benefits the economy and environment.

MEASURE OF SUCCESS

Land acquisition for stormwater pond siting; 100% design and permits for stormwater ponds

PRIMARY BENEFITS

Will acquire property, design, and permit one or more stormwater ponds in the Eleven Mile Creek basin for stormwater attenuation and treatment.

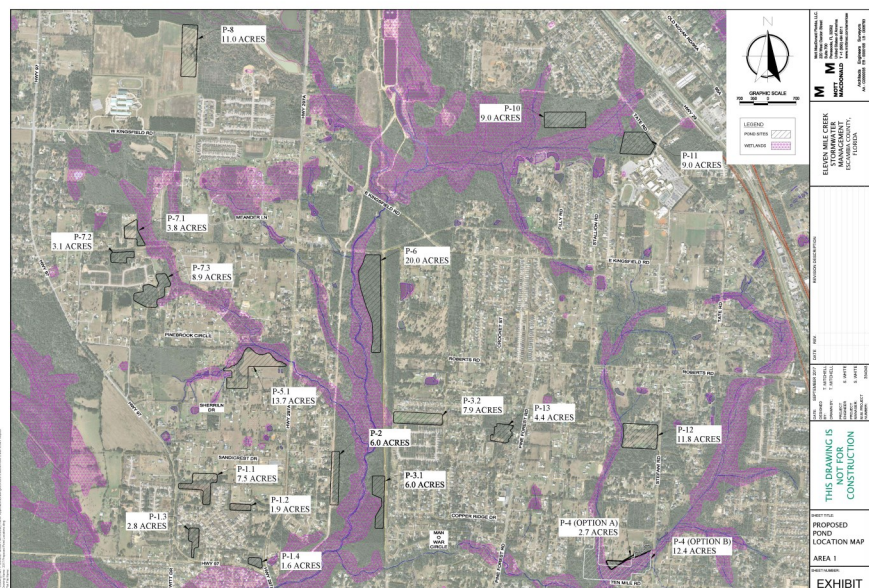
The RESTORE Act, signed into law in 2012, directs 80% of civil penalties received as a result of the 2010 Deepwater Horizon Gulf of Mexico oil spill be deposited in the Gulf Coast Restoration Trust Fund. Escambia County will receive approximately \$70 million through 2031 from the RESTORE Act Direct Component (Pot 1) allocation. For more information on the County's RESTORE Program, please visit myescambia.com/RESTORE.

The Eleven Mile Creek Regional Stormwater Ponds project was one of ten projects included in the initial MYIP, which budgeted \$268,800 for planning, design, and permitting for two stormwater ponds in the Eleven Mile Creek basin. The MYIP Amendment increases the project scope of work and budget to fund land acquisition for pond siting (\$500,000) and design and permitting (\$500,000) for additional stormwater ponds in the Eleven Mile Creek basin.

Direct Component funds will be utilized to acquire one or more parcels in the Eleven Mile Creek basin for future stormwater pond siting. The Eleven Mile Creek Due Diligence Report completed in 2017 identified 14 possible pond sites in the basin. The Report will be utilized as initial guidance in prioritizing acquisition needs. If the sites identified in the Report are no longer available or viable, staff will identify alternative available sites in the basin that attain the same goals.

The Eleven Mile Creek Regional Stormwater Ponds project will design and permit one or more new stormwater ponds in the Eleven Mile Creek basin which will provide stormwater attenuation, improve water quality, and have a direct positive impact on coastal areas of Escambia County in the Eleven Mile Creek watershed and downstream impact on Perdido Bay. Construction of new stormwater ponds will directly improve water quality, reduce downstream flooding, and reduce the amount of sedimentation and pollutants entering Eleven Mile Creek and Perdido Bay.

In 2017, the County's consultant, Mott MacDonald, completed the Eleven Mile Creek Due Diligence Report to identify and prioritize viable pond sites in the watershed. Stormwater attenuation is needed to protect the surrounding and downstream infrastructure. Eleven Mile Creek is a 303(d) listed impaired waterbody. Total Maximum Daily Loads (TMDLs) exist for fecal coliform bacteria, low dissolved oxygen, excess nutrients, elevated biological oxygen demand, and unionized ammonia. Stormwater attenuation and treatment will improve coastal flood protection and water quality.





PENSACOLA INTERNATIONAL AIRPORT MRO CAMPUS EXPANSION

AWARD AMOUNT

\$1,524,000

LEVERAGE AMOUNT

\$66 million — Triumph

\$35 million — ST Engineering

\$45 million — FDOT

\$15 million — City of Pensacola

\$13.7 million — County

PURPOSE

Construction

DURATION

2 Years

ELIGIBLE ACTIVITY

Infrastructure benefiting the economy

MEASURE OF SUCCESS

Construction and occupancy of the Pensacola International Airport MRO Campus.

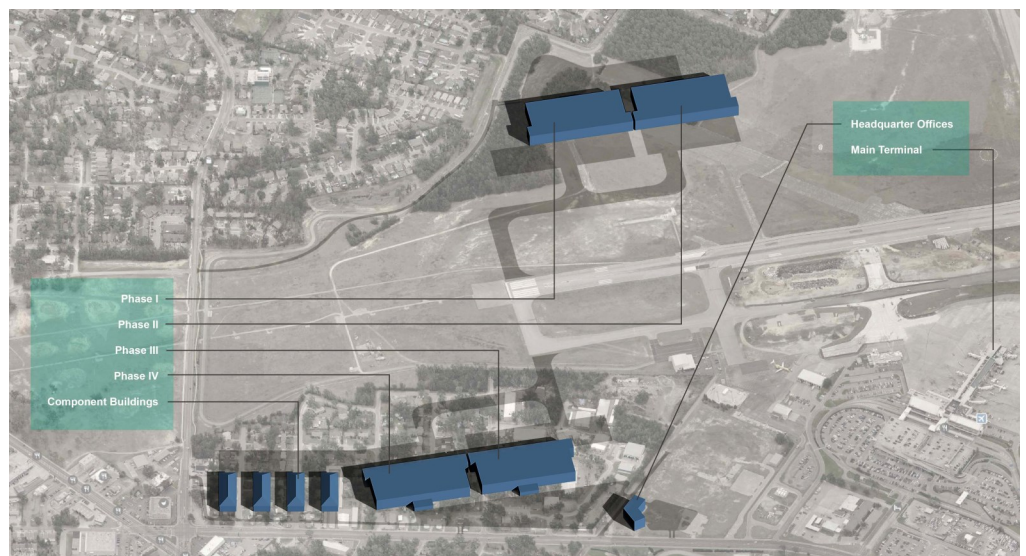
PRIMARY BENEFITS

Expansion of the MRO campus will provide infrastructure and facilities necessary for aviation sector job growth.

The RESTORE Act, signed into law in 2012, directs 80% of civil penalties received as a result of the 2010 Deepwater Horizon Gulf of Mexico oil spill be deposited in the Gulf Coast Restoration Trust Fund. Escambia County will receive approximately \$70 million through 2031 from the RESTORE Act Direct Component (Pot 1) allocation. For more information on the County's RESTORE Program, please visit myescambia.com/RESTORE.

This project will expand the Aviation Maintenance, Repair, and Overhaul (MRO) campus located on the grounds of Pensacola International Airport, owned by the City of Pensacola. Pensacola International Airport currently leases the existing \$46 million, 173,000 square foot MRO facility to ST Engineering Aerospace, employing nearly 400 people. Expansion of the MRO campus includes the construction of three additional hangars, office building, support facilities, taxiways, ramps, etc. and the commitment by ST Engineering to create 1,325 direct new, high paying jobs. Direct Component funds are included as part of Escambia County's \$15 million financial commitment to the project. Direct Component funds will be utilized in 2023/2024 for the final phase of the MRO campus expansion to support aviation sector job growth.

As part of the Aerospace targeted industry, this project enhances aerospace industry presence in Pensacola creating at least 1,325 direct new, high paying jobs in Northwest Florida. The expansion of the MRO campus would provide the targeted aerospace industry growth by expanding current infrastructure for additional MRO development sites. This expansion will provide an additional 573,000 square feet of MRO Hangar space on 53 acres of existing airport property providing the infrastructure and facilities necessary for aviation sector job growth.





PERDIDO BAY BOAT RAMP

AWARD AMOUNT

\$2.5 million

LEVERAGE AMOUNT

\$500,000 — FDEP

PURPOSE

Construction

DURATION

2 Years

ELIGIBLE ACTIVITY

Infrastructure benefiting the economy

MEASURE OF SUCCESS

Construction and opening of the Perdido Bay Boat Ramp.

PRIMARY BENEFITS

Construction will provide enhanced public waterway access to Perdido Bay.

The RESTORE Act, signed into law in 2012, directs 80% of civil penalties received as a result of the 2010 Deepwater Horizon Gulf of Mexico oil spill be deposited in the Gulf Coast Restoration Trust Fund. Escambia County will receive approximately \$70 million through 2031 from the RESTORE Act Direct Component (Pot 1) allocation. For more information on the County's RESTORE Program, please visit myscambia.com/RESTORE.

The Florida Fish and Wildlife Conservation Commission awarded a cost-share grant to Escambia County for design, engineering, and environmental permitting associated with the Perdido Bay Boat Ramp project. In 2019, the Natural Resource Damage Assessment (NRDA) Florida Trustee Implementation Group (TIG) awarded \$500,000 to fund construction of the entrance roadway, parking, and camping shelters. Escambia County will utilize Direct Component funds to construct a publicly accessible boat ramp, paddle-craft launch, and associated dredging and infrastructure on an approximately 39+ acre County-owned parcel off Lillian Highway on Herron Bayou and Perdido Bay. Design and permitting is currently in progress.

In 2007, Escambia County directed the Escambia County Marine Advisory Committee (MAC) to conduct a search and identify suitable waterfront properties for acquisition for public waterway access. The MAC conducted monthly public meetings and identified Perdido River and Perdido Bay as the waterways in greatest need for public access. Only three small boat ramps (one of which is owned by Escambia County) existed along the approximately 50-mile Perdido River/Bay shoreline. The MAC investigated more than 130 properties and recommended the 39+ acre Lillian Highway parcel on Herron Bayou and Perdido Bay as their preferred site for a boat ramp, paddle-craft launch, and other water-dependent recreation activities. The site was previously permitted as a residential subdivision, and Escambia County purchased the property in 2012. Direct Component funding will supplement NRDA Florida TIG funding for construction of the boat ramp, dredging, and associated infrastructure.





BEULAH MASTER PLAN

AWARD AMOUNT

\$300,000

LEVERAGE AMOUNT

N/A

PURPOSE

Master planning

DURATION

2 Years

ELIGIBLE ACTIVITY

Planning Assistance

MEASURE OF SUCCESS

Implementation of the Beulah Master Plan and/or zoning overlay district.

PRIMARY BENEFITS

Growth management for the preservation of natural resources while allowing for economic development.

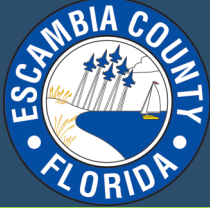
The RESTORE Act, signed into law in 2012, directs 80% of civil penalties received as a result of the 2010 Deepwater Horizon Gulf of Mexico oil spill be deposited in the Gulf Coast Restoration Trust Fund. Escambia County will receive approximately \$70 million through 2031 from the RESTORE Act Direct Component (Pot 1) allocation. For more information on the County's RESTORE Program, please visit myescambia.com/RESTORE.

Escambia County will procure the services of an urban/land-use planning firm to develop a master plan for approximately 30,000 acres in the Beulah community of Escambia County. The master plan will be based on the University of West Florida HAAS Center Citizen Survey, an existing conditions analysis, technical analysis, and on stakeholder engagement and community participation.

The Beulah Master Plan will establish a vision for allowing for the continued growth in the area while preserving the quality of life and sense of place enjoyed by the current residents. The final deliverable will be a master plan and/or zoning overlay district and implementation plan, dependent on the technical guidance provided by the procured consultant and concurrence provided by Escambia County Developmental Services staff.

The Beulah community has experienced extensive growth resulting from improved economic conditions and the expansion of Navy Federal Credit Union's Beulah campus, which is expected to employ over 10,000 people by 2022. Subdivision development orders in Beulah have increased exponentially, with 7,000 residences permitted for development since 2010. Beulah does not currently have a master plan nor zoning overlay district to effectively plan or manage growth. Development of the Beulah Master Plan will balance the highest and best land uses of the subject area with the needs of the County, region, and the Beulah community in creating a plan for sustaining growth while preserving the character of the community.





BROWNSVILLE COMMERCIAL INCUBATOR & COMMUNITY CENTER RENOVATION

AWARD AMOUNT

\$350,000

LEVERAGE AMOUNT

N/A

PURPOSE

Design & Construction

DURATION

2 Years

ELIGIBLE ACTIVITY

Infrastructure benefitting the economy

MEASURE OF SUCCESS

Economic development in Brownsville CRA.

PRIMARY BENEFITS

Project will provide incubator retail space and renovate the Brownsville Community Center to serve as the community hub for the revitalization of the Brownsville community.

The RESTORE Act, signed into law in 2012, directs 80% of civil penalties received as a result of the 2010 Deepwater Horizon Gulf of Mexico oil spill be deposited in the Gulf Coast Restoration Trust Fund. Escambia County will receive approximately \$70 million through 2031 from the RESTORE Act Direct Component (Pot 1) allocation. For more information on the County's RESTORE Program, please visit myescambia.com/RESTORE.

The Project will renovate the interior and exterior of the Brownsville Community Center to better serve the Brownsville community. Project will also construct an incubator retail space on County owned vacant lots immediately adjacent to the Community Center. Project is modeled after a Charleston, SC project implemented under former Mayor Joe Riley. Project will enhance economic development and recognize Brownsville Community Center as the community hub for the revitalization of the Brownsville community.

The specific and primary purpose for which the Community Redevelopment Agency is formed is to revitalize and enhance the quality of life within the CRA areas by encouraging private sector reinvestment, promoting economic development and providing public sector enhancements. The CRA administers plans for nine designated redevelopment districts.

Under Florida Law, Escambia County has established a Finding of Necessity for each designated Redevelopment District identifying pervasive conditions of blight which may include the presence of substandard or inadequate structures, a shortage of affordable housing and/or inadequate infrastructure, amongst other conditions.

To remedy these conditions, Escambia County Community Redevelopment Agency provides services and support to enhance the quality of life within Escambia County's designated redevelopment districts by encouraging private sector investment, promoting economic development and providing public sector enhancements within these areas.





COMMUNITY REDEVELOPMENT AREA COMMUNITY CENTER

AWARD AMOUNT

\$500,000

LEVERAGE AMOUNT

N/A

PURPOSE

Design & Permitting

DURATION

2 Years

ELIGIBLE ACTIVITY

Planning Assistance

MEASURE OF SUCCESS

Completion of Design

PRIMARY BENEFITS

Project will design a new community center in a Community Redevelopment Area.

This project will fund planning, design, and permitting of a new community center in one of Escambia County's Community Redevelopment Areas (CRA). Project features will include a multi-purpose indoor facility and outdoor rubber track to serve the emerging sports tourism market. Exact location will be determined based on proximity to the needs of the community, but will likely be located in the Palafox CRA.

The specific and primary purpose for which the Community Redevelopment Agency is formed is to revitalize and enhance the quality of life within the CRA areas by encouraging private sector reinvestment, promoting economic development and providing public sector enhancements. The CRA administers plans for nine designated redevelopment districts.

Under Florida Law, Escambia County has established a Finding of Necessity for each designated Redevelopment District identifying pervasive conditions of blight which may include the presence of substandard or inadequate structures, a shortage of affordable housing and/or inadequate infrastructure, amongst other conditions.

To remedy these conditions, Escambia County Community Redevelopment Agency provides services and support to enhance the quality of life within Escambia County's designated redevelopment districts by encouraging private sector investment, promoting economic development and providing public sector enhancements within these areas.



The RESTORE Act, signed into law in 2012, directs 80% of civil penalties received as a result of the 2010 Deepwater Horizon Gulf of Mexico oil spill be deposited in the Gulf Coast Restoration Trust Fund. Escambia County will receive approximately \$70 million through 2031 from the RESTORE Act Direct Component (Pot 1) allocation. For more information on the County's RESTORE Program, please visit



CRA INFRASTRUCTURE ECONOMIC DEVELOPMENT PROGRAM

AWARD AMOUNT

\$1.5 million

LEVERAGE AMOUNT

N/A

PURPOSE

Design & Construction

DURATION

3 Years

ELIGIBLE ACTIVITY

Infrastructure benefitting the economy

MEASURE OF SUCCESS

Implementation of complete streets to revitalize targeted Community Redevelopment Areas.

PRIMARY BENEFITS

Project will target Community Redevelopment Areas for infrastructure improvements to stimulate redevelopment in economically depressed and blighted areas by instituting complete street concepts.

The RESTORE Act, signed into law in 2012, directs 80% of civil penalties received as a result of the 2010 Deepwater Horizon Gulf of Mexico oil spill be deposited in the Gulf Coast Restoration Trust Fund. Escambia County will receive approximately \$70 million through 2031 from the RESTORE Act Direct Component (Pot 1) allocation. For more information on the County's RESTORE Program, please visit myescambia.com/RESTORE.

The project will target a neighborhood collector street in either the Brownsville, Palafox, Englewood, Oakfield, or Ensley Community Redevelopment Area (CRA) for implementing complete street concepts, including street lighting, sidewalks, bike lanes, and incorporation of green infrastructure for stormwater management. The project will also target and implement lighting and sidewalk improvements to fill critical infrastructure gaps.

Complete streets help create livable communities by improving or redeveloping the public realm to support multi-modal transportation to support improvements to equity, safety, and public health. This project will support redevelopment and economic development in Escambia County's pockets of poverty.

The specific and primary purpose for which the Community Redevelopment Agency is formed is to revitalize and enhance the quality of life within the CRA areas by encouraging private sector reinvestment, promoting economic development and providing public sector enhancements. The CRA administers plans for nine designated redevelopment districts.

Under Florida Law, Escambia County has established a Finding of Necessity for each designated Redevelopment District identifying pervasive conditions of blight which may include the presence of substandard or inadequate structures, a shortage of affordable housing and/or inadequate infrastructure, amongst other conditions.

To remedy these conditions, Escambia County Community Redevelopment Agency provides services and support to enhance the quality of life within Escambia County's designated redevelopment districts by encouraging private sector investment, promoting economic development and providing public sector enhancements within these areas.





LITTLE SABINE BAY RESTORATION PROGRAM

AWARD AMOUNT

\$2 million

LEVERAGE AMOUNT

N/A

PURPOSE

Design/Permitting/Implementation

DURATION

2 Years

ELIGIBLE ACTIVITY

Planning assistance and restoration and protection of natural resources in the Gulf Coast Region

MEASURE OF SUCCESS

Preservation and restoration of submerged aquatic vegetation in Little Sabine Bay.

PRIMARY BENEFITS

Project will improve water quality and submerged aquatic vegetation habitat in Little Sabine Bay through a multi-tiered restoration/preservation approach.

The RESTORE Act, signed into law in 2012, directs 80% of civil penalties received as a result of the 2010 Deepwater Horizon Gulf of Mexico oil spill be deposited in the Gulf Coast Restoration Trust Fund. Escambia County will receive approximately \$70 million through 2031 from the RESTORE Act Direct Component (Pot 1) allocation. For more information on the County's RESTORE Program, please visit myescambia.com/RESTORE.

This project will fund planning, design, permitting, and implementation of a multi-tiered restoration approach to improve both water quality and submerged aquatic vegetation habitat in Little Sabine Bay. Little Sabine Bay is a waterbody that has historically been impacted by untreated stormwater runoff, mismanagement of vessel holding tanks, oily bilge discharges, prop-scarring of submerged aquatic vegetation, and lack of water circulation because of a narrow restricted inlet. This proposed suite of water quality and habitat improvement projects will:

- 1 — provide new stormwater treatment for the runoff from large asphalt parking lots;
- 2 — upgrade the existing water circulation pumping system to increase dissolved oxygen;
- 3 — reduce prop-scarring and damage to submerged aquatic vegetation habitat with signage and buoys;
- 4 — install a vessel holding tank and bilge pump-out system to reduce fecal coliform bacteria levels and oily discharges;
- 5 — install vessel anchorage moorings to reduce resuspension of sediment and damage to benthic habitat caused by frequent anchoring; and
- 6 — remediate areas of contaminated sediment and muck.

Phase I includes planning, design, and permitting of the restoration program. A Best Available Science review will be conducted as part of the Phase I due diligence. Phase II includes the implementation and construction of the identified restoration strategies.





TOWN OF CENTURY WASTEWATER IMPROVEMENTS

AWARD AMOUNT

\$500,000

LEVERAGE AMOUNT

N/A

PURPOSE

Design & Permitting

DURATION

2 Years

ELIGIBLE ACTIVITY

Planning Assistance

MEASURE OF SUCCESS

100% Design and Permits

PRIMARY BENEFITS

Will design and permit wastewater treatment and collection system improvements necessary for compliance with Florida Department of Environmental Protection standards.

The RESTORE Act, signed into law in 2012, directs 80% of civil penalties received as a result of the 2010 Deepwater Horizon Gulf of Mexico oil spill be deposited in the Gulf Coast Restoration Trust Fund. Escambia County will receive approximately \$70 million through 2031 from the RESTORE Act Direct Component (Pot 1) allocation. For more information on the County's RESTORE Program, please visit myescambia.com/RESTORE.

The Town of Century is located in northeastern Escambia County. The wastewater treatment and collection system has fallen into disrepair as the Town has struggled financially for the last decade to keep pace with maintenance and replacement activities. Direct Component funds will be utilized to fund planning, design, and permitting associated with wastewater treatment and collection system improvements, including lift station, treatment plant, and piping repairs and replacements.

The Town's water and wastewater utility comprises critical infrastructure. The utility provides essential services for the community—safe drinking water and treated wastewater. Proper provision of these services protects the public health and the environment. The Florida Department of Environmental Protection (FDEP) has strict requirements for the proper operation and maintenance of the utility system, and the Town is responsible for meeting these requirements. Funding design and permitting of wastewater treatment and collection system improvements will allow the Town to work with FDEP to secure funding to implement the improvements from the State's Revolving Loan Fund as a rural, disadvantaged community.





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17023

County Administrator's Report 8. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/18/2019

Issue: Second Renewal of Lease Agreement between Escambia County and Escambia County Healthy Start Coalition, Inc.

From: Robert E. Dye, Interim Facilities Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Second Renewal of Lease Agreement Between Escambia County and Escambia County Healthy Start Coalition, Inc., for County-Owned Property at 511 Church Street, Century, Florida - Robert E. Dye, Interim Director, Facilities Management

That the Board approve and authorize the Chairman to sign the Second Renewal of Lease Agreement between Escambia County and Escambia County Healthy Start Coalition, Inc. (Healthy Start), for property located at 511 Church Street, Century, Florida.

BACKGROUND:

On November 17, 2014, the Board approved a Lease Agreement with Escambia County Healthy Start Coalition, Inc., for real property located at 511 Church Street, Century, Florida, 32535. The initial term of the lease was for three years commencing on December 1, 2014, and allows for the Lease to be renewed by Healthy Start for two additional two year terms.

On November 2, 2017, the Board approved the First Renewal of the Lease Agreement with the term of the lease from December 1, 2017, and ending on November 30, 2019.

Healthy Start Coalition, Inc., has requested to renew the lease for the second and final additional two year term which will start on December 1, 2019 and end on November 30, 2021.

BUDGETARY IMPACT:

Escambia County Healthy Start Coalition, Inc., will pay rent of one dollar (\$1.00) per year.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has prepared the Second Renewal of Lease Agreement and has approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

All Leases have to be approved by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

2nd Renewal

Proof of Insurance

1st Renewal

Signed Resolution and Lease

**SECOND RENEWAL OF LEASE AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
ESCAMBIA COUNTY HEALTHY START COALITION, INC.**

This Second Renewal of Lease (Second Renewal) is made and entered this 19 day of September 2019 by and between Escambia County, a political subdivision of the State of Florida (County) and Escambia County Healthy Start Coalition, Inc., a Florida non-profit corporation (Healthy Start).

WITNESSETH

WHEREAS, the County and Healthy Start entered that certain Lease dated November 17, 2014, for real property located at 511 Church Street, Century, Florida 32535; and

WHEREAS, Section 3 of the Lease provides that it may be renewed for two additional two (2) year terms, provided that Healthy Start delivers to the County written notice of its intent to renew at least thirty (30) days prior to expiration of the current term; and

WHEREAS, the County and Healthy Start entered into that certain First Renewal of Lease Agreement dated November 2, 2017; and

WHEREAS, Healthy Start has timely requested to renew the term of the Lease for a final two (2) year term; and

WHEREAS, the County has determined that it is in the best interest of the public to renew the term of the Lease as provided below;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The term of the Lease, as amended by the First Amendment of Lease Agreement dated March 29, 2016, shall be renewed for a final two (2) years commencing on December 1, 2019 and ending on November 30, 2021.
3. In all other respects, the provisions of the Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the County and Healthy Start have caused this Second Renewal to be executed on the day and year first written above.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of Circuit Court

Lumon J. May, Chairman

By: _____
Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: Escambia County Attorney
Date: Oct. 17, 2019

Escambia County Healthy Start Coalition,
Inc.

Witness Y.C. G. Ives

Print Name Y.C. G. Ives

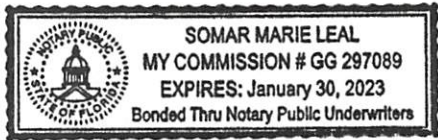
Witness [Signature]

Print Name OLON HYDE

Rex L. Northup, M.D.
Rex Northup, MD, President

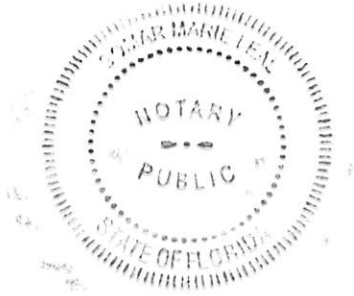
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of September, 2019, by Rex Northup, MD as President of Escambia County Healthy Start Coalition, Inc., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me, or has produced _____ as identification and who did / did not did take an oath.



Somar Marie Leal
NOTARY PUBLIC
Print Name: Somar Marie Leal
Commission Number: GG 297089
My commission expires: January 30, 2023

(NOTARY SEAL)





ESCACOU-03

DHEAD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Zarahn Insurance Agency, Inc. PO Box 17105 Pensacola, FL 32522	CONTACT NAME:	FAX (A/C, No): (850) 208-2008
	PHONE (A/C, No, Ext): (850) 438-9169	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lloyds of London	
INSURED Escambia County Heathy Start Coalition, Inc. 1201 N Tarragona St Pensacola, FL 32501	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			LOL025098	4/15/2019	4/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included OTHER \$
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/>						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>	Y/N		N/A			
	If yes, describe under DESCRIPTION OF OPERATIONS below						


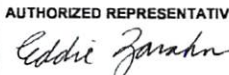
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Escambia County is listed as additional insured with respect to General Liability

RE: 501 Church Street and 511 Church Street Century, FL 32535

APPROVED

By Bob Dye at 4:05 pm, Oct 29, 2019

CERTIFICATE HOLDER**CANCELLATION**

 Escambia County PO Box 1591 Pensacola, FL 32597	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

**Escambia County
Clerk's Original**

11/2/2017 CAR II-6

**FIRST RENEWAL OF LEASE AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
ESCAMBIA COUNTY HEALTHY START COALITION, INC.**

This First Renewal of Lease (First Renewal) is made and entered this 2nd day of November 2017 by and between Escambia County, a political subdivision of the State of Florida (County) and Escambia County Healthy Start Coalition, Inc., a Florida non-profit corporation (Healthy Start).

WITNESSETH

WHEREAS, the County and Healthy Start entered that certain Lease dated November 17, 2014, for real property located at 511 Church Street, Century, Florida 32535; and

WHEREAS, Section 3 of the Lease provides that it may be renewed for two additional two (2) year terms, provided that Healthy Start delivers to the County written notice of its intent to renew at least thirty (30) days prior to expiration of the current term; and

WHEREAS, Healthy Start has timely requested to renew the term of the Lease for an additional two (2) year term; and

WHEREAS, the County has determined that it is in the best interest of the public to renew the term of the Lease as provided below;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.
2. The term of the Lease shall be renewed for an additional two (2) years commencing on December 1, 2017 and ending on November 30, 2019.
3. In all other respects, the provisions of the Lease remain unchanged and in full force and effect.

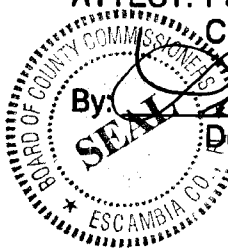
Date: 11/6/2017 Verified By: 

IN WITNESS WHEREOF, the County and Healthy Start have caused this First Renewal to be executed on the day and year first written above.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS

[Signature]
D.B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of Circuit Court



By: [Signature]
Deputy Clerk

Date Executed

11/21/2017

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Att. County Attorney
Date: Oct. 6, 2017

Escambia County Healthy Start Coalition, Inc.

Witness [Signature]

Print Name Madeline Chmiel

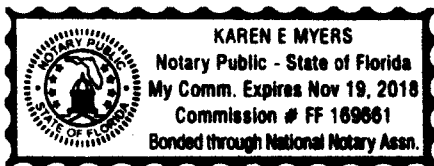
[Signature]
Rex Northup, MD, President

Witness [Signature]

Print Name KAREN MYERS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5 day of October, 2017, by Rex Northup as President of Escambia County Healthy Start Coalition, Inc., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me, or has produced _____ as identification and who did / did not take an oath.



(NOTARY SEAL)

[Signature]
NOTARY PUBLIC
Print Name: KAREN E MYERS
Commission Number: FF169861
My commission expires: Nov 19, 2018

BCC Approved 11-02-2017



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13101 County Administrator's Report 10. 6.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/02/2017

Issue: First Renewal of Lease Agreement between Escambia County and
Escambia County Healthy Start Coalition, Inc.

From: Robert E. Dye, Interim Facilities Director

Organization: Facilities Management

CAO Approval:

A handwritten signature in black ink, appearing to read "Robert E. Dye", is written over the "CAO Approval:" label.

RECOMMENDATION:

Recommendation Concerning First Renewal of Lease Agreement between Escambia County and Escambia County Healthy Start Coalition Inc., for County-Owned Property at 511 Church Street, Century, Florida - Robert E. Dye, Interim Director, Facilities Management

That the Board approve and authorize the Chairman to sign the First Renewal of Lease Agreement between Escambia County and Escambia County Healthy Start Coalition, Inc. (Healthy Start), for property located at 511 Church Street, Century, Florida.

BACKGROUND:

On November 17, 2014 the Board approved a Lease Agreement with Escambia County Healthy Start Coalition, Inc. for real property located at 511 Church Street, Century, Florida, 32535. The initial term of the lease was for three (3) years commencing on December 1, 2014 and allows for the Lease to be renewed by Healthy Start for two additional two (2) year terms, Healthy Start Coalition, Inc. has requested to renew the lease for the first additional two (2) year term.

BUDGETARY IMPACT:

Escambia County Healthy Start Coalition, Inc. will pay rent of one dollar (\$1.00) per year.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has prepared the First Renewal of Lease Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

1st Renewal & BCC Backup

**FIRST RENEWAL OF LEASE AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
ESCAMBIA COUNTY HEALTHY START COALITION, INC.**

This First Renewal of Lease (First Renewal) is made and entered this ____ day of _____ 2017 by and between Escambia County, a political subdivision of the State of Florida (County) and Escambia County Healthy Start Coalition, Inc., a Florida non-profit corporation (Healthy Start).

WITNESSETH

WHEREAS, the County and Healthy Start entered that certain Lease dated November 17, 2014, for real property located at 511 Church Street, Century, Florida 32535; and

WHEREAS, Section 3 of the Lease provides that it may be renewed for two additional two (2) year terms, provided that Healthy Start delivers to the County written notice of its intent to renew at least thirty (30) days prior to expiration of the current term; and

WHEREAS, Healthy Start has timely requested to renew the term of the Lease for an additional two (2) year term; and

WHEREAS, the County has determined that it is in the best interest of the public to renew the term of the Lease as provided below;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.
2. The term of the Lease shall be renewed for an additional two (2) years commencing on December 1, 2017 and ending on November 30, 2019.
3. In all other respects, the provisions of the Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the County and Healthy Start have caused this First Renewal to be executed on the day and year first written above.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of Circuit Court

D.B. Underhill, Chairman

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: Johanna
Title: Asst. County Attorney
Date: Oct. 6, 2017

Escambia County Healthy Start Coalition,
Inc.

Witness M. L. Auld

Print Name Madeline Chmiel

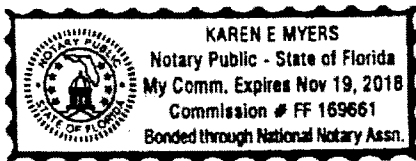
Rex L. Northup, M.D.
Rex Northup, MD, President

Witness Karen Myers

Print Name KAREN MYERS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5 day of October, 2017, by Rex Northup as President of Escambia County Healthy Start Coalition, Inc., a Florida non-profit corporation, on behalf of the corporation. He () is personally known to me, or () has produced _____ as identification and who did / did not take an oath.



(NOTARY SEAL)

Karen E Myers
NOTARY PUBLIC
Print Name: KAREN E MYERS
Commission Number: FF169661
My commission expires: Nov 19, 2018

Escambia County Healthy Start Coalition, Inc.
1201 N. Tarragona Street
Pensacola, FL, 32501

08/15/17

Jack Brown, County Administrator
Escambia County Florida
221 Palafox Place
Pensacola, FL, 32502

Robert Dye, Interim Facilities Management Director
Escambia County Facilities Management
100 E. Blount Street
Pensacola, FL, 32501

RE: Property located at 511 Church Street Pensacola FL, 32535

Dear Sirs:

This letter is a formal request to renew the lease on the property at the above address for another two years. The lease expires on 11/30/17 and I would like to renew it until 11/30/19.

I hope you will favorably consider my request. I can be reached at 850.696.2291 or at theresa@healthystart.info if you have any questions.

Sincerely,



Theresa Chmiel, Executive Director

**Escambia County
Clerk's Original**

11/17/2014 CAR II-1

RESOLUTION NUMBER R2014-138

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE LEASE OF REAL PROPERTY TO ESCAMBIA COUNTY HEALTHY START COALITION, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of real property located at 511 Church Street, Century, Florida 32535 (Property); and

WHEREAS, Escambia County Healthy Start Coalition, Inc. (Healthy Start), is a non-profit corporation that is organized to promote and protect the health and well being of all pregnant women and their infants in Escambia County; establish and maintain a collaborative partnership among the public and private sectors, state and local governments, community alliances, and maternal and child health care providers; and assure that adequate, accessibly coordinated, community-based health care is available for pregnant women and their infants; and

WHEREAS, Healthy Start has requested that the County lease the Property to it for use as administrative offices for its health care programs; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the County to lease the Property to Healthy Start under the terms and conditions stated herein; and

WHEREAS, the conveyance is authorized pursuant to Section 125.38, Florida Statutes.

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

- Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- Section 2. The Property shall be leased to Healthy Start for the annual rent of \$1.00 and otherwise in accordance with the terms and conditions contained in the Lease Agreement between Escambia County and Escambia County Healthy Start Coalition, Inc.
- Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Date: 11/19/2014 Verified By: A. Carver

ADOPTED this 17th day of November, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Lumon J. May
By: Lumon J. May, Chairman

Date Executed

11/17/2014



Deborah Crew
Deputy Clerk

This document approved as to form
and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date Oct. 27, 2014

Escambia County
Clerk's Original

11/17/2014 CAR II-1

LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY AND
ESCAMBIA COUNTY HEALTHY START COALITION, INC.

THIS LEASE AGREEMENT is made and entered into this 17th day of November, 2014 by and between Escambia County Healthy Start Coalition, Inc., a Florida non-profit corporation (Healthy Start) and Escambia County, a political subdivision of the State of Florida (County).

WITNESSETH:

WHEREAS, the County is the owner of real property located at 511 Church Street, Century, Florida 32535; and

WHEREAS, Healthy Start is a non-profit corporation that is organized to promote and protect the health and well being of all pregnant women and their infants in Escambia County; establish and maintain a collaborative partnership among the public and private sectors, state and local governments, community alliances, and maternal and child health care providers; and assure that adequate, accessibly coordinated, community-based health care is available for pregnant women and their infants; and

WHEREAS, Healthy Start has requested that the County lease the property to it for use as administrative offices for its health care programs; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the property is not needed for County purposes and that it is in the best interest of the County to lease the property to Healthy Start under the terms and conditions stated herein; and

NOW, THEREFORE, the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Property Leased. The County leases to Healthy Start the property located at 511 Church Street, Century, Florida 32535, more particularly described in the attached Exhibit A (Property).
3. Term. The initial term of the Lease shall be for three (3) years, commencing on December 1, 2014 (Effective Date). This Lease may be renewed by Healthy Start for two additional two (2) year terms, provided that Healthy Start shall deliver to the County written notice of its intent to renew at least thirty (30) days prior to the expiration of the current term.
4. Rent. Healthy Start shall pay to the County as rent the sum of One Dollar (\$1.00) per year.
5. Construction of Improvements. Healthy Start shall notify the County in writing prior to commencing construction of any improvement and obtain written authorization for the same.

Date: 11/19/2014 Verified By: *[Signature]*

Healthy Start shall be responsible for obtaining all permits necessary for any construction or improvements. All work shall be completed by contractors licensed in the State of Florida and shall comply with all applicable standards in the current Florida Building Code and the Escambia County Land Development Code. Upon termination or expiration of this Lease, title to any such improvements shall vest with the County, and Healthy Start shall not be entitled to any reimbursement for the costs associated with the improvement. (The County reserves the right, in its sole discretion, to authorize reimbursement to Healthy Start for certain improvements. However, nothing in this agreement shall be construed to require the County to reimburse Healthy Start and any such reimbursement shall be authorized by the Board of County Commissioners at a duly noticed public meeting subsequent to the Effective Date.)

6. Maintenance and Utilities. Healthy Start shall be responsible for routine maintenance and grounds keeping of the Property and for ensuring that the Property is kept in a neat, safe, and orderly condition. Healthy Start shall be responsible for all utility service charges, including electricity, gas, water, sewer, custodial services, sanitation, pest control, security, telephone, internet, and cable television.

7. Repairs. The County shall be responsible for the repair of the Property, including the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, painting, carpet or other floor covering, fixtures, and paved elements. The cost of such repairs shall be the responsibility of the County except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of Healthy Start, its officers, employees, agents, and invitees.

8. Inspection. Healthy Start shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. Healthy Start accepts the Property "as is" on the Effective Date of this Lease with no warranties regarding suitability of use.

9. Indemnification. Healthy Start agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which 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 the use or possession of the Property by Healthy Start.

10. Insurance. Healthy Start shall provide, at its own expense, insurance to cover any damage sustained by the leased premises or any improvements, whether occasioned by fire, windstorm, flood, or other hazard or casualty, or act of God. The insurance must cover the value of replacement costs for the building.

During the term of the Lease, Healthy Start shall procure and maintain general liability insurance with \$1,000,000 per occurrence and aggregate limits, including coverage of bodily injury, broad property damage, operations, products and completed operations, contractual liability covering this agreement and personal injury. All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. Healthy Start shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance that reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates must be mailed to Michael Watts, Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

Healthy Start agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of Healthy Start must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Lease.

11. Use of Premises. Healthy Start shall use the Property solely as administrative offices for its health care programs.

12. Termination. Either party may terminate this Lease, for cause or convenience, by providing at least thirty (30) days written notice to the other party. Upon termination or expiration of the Lease, Healthy Start shall relinquish to the County all of its interest in any improvement constructed in accordance with the terms of this Lease and otherwise return the Property to the condition that existed on the Effective Date.

13. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and Healthy Start under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:

County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

HEALTHY START:

Jeannie Connolly, President
Escambia County Healthy Start Coalition
1804 West Garden Street
Pensacola, Florida 32502

With a copy of notices and
correspondence to:

County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Notices will be delivered personally or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

14. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with Healthy Start's use of the Property.

15. Compliance with Laws. Healthy Start agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

16. Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease may be modified only by an amendment in writing, dated and signed by the County and Healthy Start after the Effective Date. Healthy Start 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 this Lease.

17. Assignments and Subleases. This Lease shall not be assigned or subleased. However, temporary use of the property by government agencies and non-profit organizations retained by Healthy Start to provide health care services in support of its mission shall not constitute a breach of this provision.

18. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease or Healthy Start's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

20. Taxes. Healthy Start shall be responsible for all taxes and assessments, if any, against the Property, improvements, or otherwise arising out of this Lease.

21. Miscellaneous. The captions, headings and paragraph titles in this Lease are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease. If any provision of this Lease or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease shall be construed in accordance with the laws of the State of Florida and shall not be more

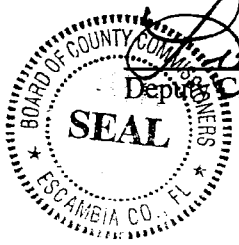
strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease.

IN WITNESS WHEREOF, the County and Healthy Start have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

**ESCAMBIA COUNTY, FLORIDA by
and through its duly authorized BOARD
OF COUNTY COMMISSIONERS**

ATTEST: Pam Childers
Clerk of the Circuit Court

Lumon J. May
Lumon J. May, Chairman



Deborah A. Crew
Deputy Clerk

BCC Approved 11-17-2014

Date Executed
11/17/2014

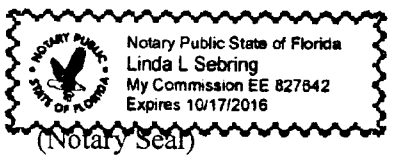
**ESCAMBIA COUNTY HEALTHY
START COALITION, INC.**

Witness Mary Kepfinger
Print Name MARY KEPFINGER

Witness Elizabeth A. Stasiulis Jeannie Connolly
Print Name ELIZABETH A. STASIULIS By: Jeannie Connolly, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of OCTOBER, 2014, by Jeannie Connolly, President, Escambia County Healthy Start Coalition, Inc., a Florida non-profit corporation, on behalf of the corporation. She is personally known to me, or has produced current _____ as identification.



Linda L. Sebring
Signature of Notary Public

LINDA L. SEBRING
Printed Name of Notary Public

This document approved as to form and legal sufficiency.

By Robert
Title Asst. County Attorney
Date Oct. 27, 2014

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Begin at the Northeast corner of Section Eight (8), thence West with the Section Line 2231 feet to the point where the section line intersects the centerline of 3rd Street which point is marked by an iron spike, thence turn an angle of 27 degrees 40 minutes to the right from the section line going West. Proceed along the vector 45 feet 9 inches to the East corner of this lot and the South right of way line of 3rd Street. Proceed along the South Right of Way line Northwest 70 feet to the North corner, thence southwesterly with an interior angle of 88 degrees 35 minutes a distance of 196 feet 6 inches to the West corner, thence 70 feet southeast with an interior angle of 84 degrees 8 minutes to the South corner, thence Northeast 188 feet with an interior angle of 96 degrees 30 minutes to the point of beginning of this lot. All being in Section Five (5) and Eight (8) of Township Five (5) North, Range Thirty (30) West; being the same property intended to be conveyed to the grantor, Voncile W. Bethea, by that certain instrument recorded in Official Records Book 406 at page 841 of the public records of Escambia County, Florida.

Parcel Identification Number: 08-5N-30-1101-007-001

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-21. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, approving Consent Agenda Items 1 through 21, as follows: ▶

1. Taking the following action concerning the lease of the County-owned building located at 511 Church Street, Century, Florida:
 - A. Adopting the Resolution (R2014-138) authorizing the lease of real property to Escambia County Healthy Start Coalition, Inc., for the property located at 511 Church Street, Century, Florida, for the term of three years, commencing on December 1, 2014, with two additional two-year terms; rent is to be paid to the County in the amount of \$1.00 per year; and
 - B. Authorizing the Chairman to sign the Resolution and the Lease Agreement between Escambia County and Escambia County Healthy Start Coalition, Inc.
2. Ratifying the following November 17, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:
 - A. Approving the following six Residential Rehab Grant Program Funding and Lien Agreements:
 - (1) The Agreements between Escambia County CRA and Cecil and Marita R. Ellis, the owners of residential property located at 2312 North "G" Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$4,559, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, to install new windows, install central heating and air conditioning system, and electrical rewiring;

(Continued on Page 13)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7069

County Administrator's Report 10. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2014

Issue: Resolution to Approve and Authorize the Chairman to Sign a Lease Agreement between Escambia County and Escambia County Healthy Start Coalition, Inc.

From: David Wheeler, Department Director

Organization: Facilities Management

CAO Approval: 

RECOMMENDATION:

Recommendation Concerning the Lease of the County-Owned Building Located at 511 Church Street, Century, Florida - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the lease of the County-owned building located at 511 Church Street, Century, Florida:

A. Adopt the Resolution authorizing the lease of real property to Escambia County Healthy Start Coalition, Inc., for the property located at 511 Church Street, Century, Florida, for the term of three years, commencing on December 1, 2014, with two additional two-year terms. Rent is to be paid to the County in the amount of \$1.00 per year; and

B. Authorize the Chairman to sign the Resolution and the Lease Agreement between Escambia County and Escambia County Healthy Start Coalition, Inc.

BACKGROUND:

The Escambia County Healthy Start Coalition, Inc. (Healthy Start) will be using this facility for administrative offices for its healthy care programs. The Healthy Start Program promotes and protects the health and well being of all pregnant women and their infants in Escambia County.

This new lease will require the Escambia County Healthy Start Coalition, Inc, to be responsible for routine maintenance and grounds keeping of the property and for insuring that the property is kept in a neat, safe and orderly condition. Healthy Start shall be responsible for all utility service charges, including electricity, gas, water, sewer, custodial services, sanitation, pest control, security, telephone, internet and cable television.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement was prepared in conjunction with the County Attorney's Office and Facilities Management. The County Attorney's office has approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current Policy requires Board approval for lease agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

Healthy Start Resolution and Lease

11/17/2014 CAR II-1

RESOLUTION NUMBER R2014-138

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE LEASE OF REAL PROPERTY TO ESCAMBIA COUNTY HEALTHY START COALITION, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of real property located at 511 Church Street, Century, Florida 32535 (Property); and

WHEREAS, Escambia County Healthy Start Coalition, Inc. (Healthy Start), is a non-profit corporation that is organized to promote and protect the health and well being of all pregnant women and their infants in Escambia County; establish and maintain a collaborative partnership among the public and private sectors, state and local governments, community alliances, and maternal and child health care providers; and assure that adequate, accessibly coordinated, community-based health care is available for pregnant women and their infants; and

WHEREAS, Healthy Start has requested that the County lease the Property to it for use as administrative offices for its health care programs; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the County to lease the Property to Healthy Start under the terms and conditions stated herein; and

WHEREAS, the conveyance is authorized pursuant to Section 125.38, Florida Statutes.

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

- Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- Section 2. The Property shall be leased to Healthy Start for the annual rent of \$1.00 and otherwise in accordance with the terms and conditions contained in the Lease Agreement between Escambia County and Escambia County Healthy Start Coalition, Inc.
- Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Date: 11/19/2014 Verified By: J. Carver

ADOPTED this 17th day of November, 2014.

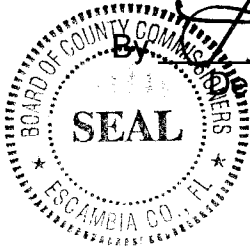
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Lumon J. May
By: Lumon J. May, Chairman

Date Executed

11/17/2014



Deborah Ann
Deputy Clerk

This document approved as to form
and legal sufficiency.

By SG Whit
Title Asst. County Attorney
Date Oct. 27, 2014

11/17/2014 CAR II-1

LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY AND
ESCAMBIA COUNTY HEALTHY START COALITION, INC.

THIS LEASE AGREEMENT is made and entered into this 17~~th~~ day of November, 2014 by and between Escambia County Healthy Start Coalition, Inc., a Florida non-profit corporation (Healthy Start) and Escambia County, a political subdivision of the State of Florida (County).

WITNESSETH:

WHEREAS, the County is the owner of real property located at 511 Church Street, Century, Florida 32535; and

WHEREAS, Healthy Start is a non-profit corporation that is organized to promote and protect the health and well being of all pregnant women and their infants in Escambia County; establish and maintain a collaborative partnership among the public and private sectors, state and local governments, community alliances, and maternal and child health care providers; and assure that adequate, accessibly coordinated, community-based health care is available for pregnant women and their infants; and

WHEREAS, Healthy Start has requested that the County lease the property to it for use as administrative offices for its health care programs; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the property is not needed for County purposes and that it is in the best interest of the County to lease the property to Healthy Start under the terms and conditions stated herein; and

NOW, THEREFORE, the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Property Leased. The County leases to Healthy Start the property located at 511 Church Street, Century, Florida 32535, more particularly described in the attached Exhibit A (Property).
3. Term. The initial term of the Lease shall be for three (3) years, commencing on December 1, 2014 (Effective Date). This Lease may be renewed by Healthy Start for two additional two (2) year terms, provided that Healthy Start shall deliver to the County written notice of its intent to renew at least thirty (30) days prior to the expiration of the current term.
4. Rent. Healthy Start shall pay to the County as rent the sum of One Dollar (\$1.00) per year.
5. Construction of Improvements. Healthy Start shall notify the County in writing prior to commencing construction of any improvement and obtain written authorization for the same.

Date: 11/19/2014 Verified By: J. Lawrence

Healthy Start shall be responsible for obtaining all permits necessary for any construction or improvements. All work shall be completed by contractors licensed in the State of Florida and shall comply with all applicable standards in the current Florida Building Code and the Escambia County Land Development Code. Upon termination or expiration of this Lease, title to any such improvements shall vest with the County, and Healthy Start shall not be entitled to any reimbursement for the costs associated with the improvement. (The County reserves the right, in its sole discretion, to authorize reimbursement to Healthy Start for certain improvements. However, nothing in this agreement shall be construed to require the County to reimburse Healthy Start and any such reimbursement shall be authorized by the Board of County Commissioners at a duly noticed public meeting subsequent to the Effective Date.)

6. Maintenance and Utilities. Healthy Start shall be responsible for routine maintenance and grounds keeping of the Property and for ensuring that the Property is kept in a neat, safe, and orderly condition. Healthy Start shall be responsible for all utility service charges, including electricity, gas, water, sewer, custodial services, sanitation, pest control, security, telephone, internet, and cable television.

7. Repairs. The County shall be responsible for the repair of the Property, including the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, painting, carpet or other floor covering, fixtures, and paved elements. The cost of such repairs shall be the responsibility of the County except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of Healthy Start, its officers, employees, agents, and invitees.

8. Inspection. Healthy Start shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. Healthy Start accepts the Property "as is" on the Effective Date of this Lease with no warranties regarding suitability of use.

9. Indemnification. Healthy Start agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which 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 the use or possession of the Property by Healthy Start.

10. Insurance. Healthy Start shall provide, at its own expense, insurance to cover any damage sustained by the leased premises or any improvements, whether occasioned by fire, windstorm, flood, or other hazard or casualty, or act of God. The insurance must cover the value of replacement costs for the building.

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Escambia County must be provided the certificates of insurance that reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates must be mailed to Michael Watts, Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

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Healthy Start agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of Healthy Start must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Lease.

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Pensacola, Florida 32502

HEALTHY START:

Jeannie Connolly, President
Escambia County Healthy Start Coalition
1804 West Garden Street
Pensacola, Florida 32502

With a copy of notices and
correspondence to:

County Attorney
Escambia County Attorney's Office
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16. Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease may be modified only by an amendment in writing, dated and signed by the County and Healthy Start after the Effective Date. Healthy Start 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 this Lease.

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strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease.

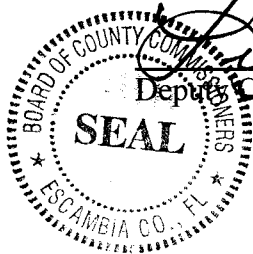
IN WITNESS WHEREOF, the County and Healthy Start have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

**ESCAMBIA COUNTY, FLORIDA by
and through its duly authorized BOARD
OF COUNTY COMMISSIONERS**

ATTEST: Pam Childers
Clerk of the Circuit Court

Lumon J. May
Lumon J. May, Chairman

Deborah Crew
Deputy Clerk



BCC Approved 11-17-2014

Date Executed
11/17/2014

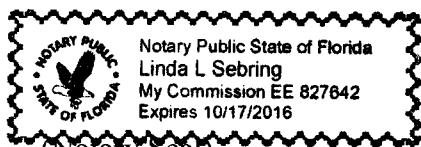
**ESCAMBIA COUNTY HEALTHY
START COALITION, INC.**

Witness Mary Kepplinger
Print Name Mary Kepplinger

Witness Elizabeth A. Stasiulis Jeannie Connolly
Print Name ELIZABETH A. STASIULIS By: Jeannie Connolly, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of OCTOBER, 2014, by Jeannie Connolly, President, Escambia County Healthy Start Coalition, Inc., a Florida non-profit corporation, on behalf of the corporation. She is personally known to me, or has produced current _____ as identification.



(Notary Seal)

Linda L. Sebring
Signature of Notary Public

LINDA L. SEBRING
Printed Name of Notary Public

This document approved as to form and legal sufficiency.

By Robert
Title Asst. County Attorney
Date Oct. 27, 2014

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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Parcel Identification Number: 08-5N-30-1101-007-001

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-21. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, approving Consent Agenda Items 1 through 21, as follows: ►

1. Taking the following action concerning the lease of the County-owned building located at 511 Church Street, Century, Florida:

A. Adopting the Resolution (*R2014-138*) authorizing the lease of real property to Escambia County Healthy Start Coalition, Inc., for the property located at 511 Church Street, Century, Florida, for the term of three years, commencing on December 1, 2014, with two additional two-year terms; rent is to be paid to the County in the amount of \$1.00 per year; and

B. Authorizing the Chairman to sign the Resolution and the Lease Agreement between Escambia County and Escambia County Healthy Start Coalition, Inc.

2. Ratifying the following November 17, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following six Residential Rehab Grant Program Funding and Lien Agreements:

(1) The Agreements between Escambia County CRA and Cecil and Marita R. Ellis, the owners of residential property located at 2312 North "G" Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$4,559, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, to install new windows, install central heating and air conditioning system, and electrical rewiring;

(Continued on Page 13)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7069 County Administrator's Report 10. 1.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/17/2014

Issue: Resolution to Approve and Authorize the Chairman to Sign a Lease Agreement between Escambia County and Escambia County Healthy Start Coalition, Inc.

From: David Wheeler, Department Director

Organization: Facilities Management

CAO Approval: 

RECOMMENDATION:

Recommendation Concerning the Lease of the County-Owned Building Located at 511 Church Street, Century, Florida - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the lease of the County-owned building located at 511 Church Street, Century, Florida:

- A. Adopt the Resolution authorizing the lease of real property to Escambia County Healthy Start Coalition, Inc., for the property located at 511 Church Street, Century, Florida, for the term of three years, commencing on December 1, 2014, with two additional two-year terms. Rent is to be paid to the County in the amount of \$1.00 per year; and
- B. Authorize the Chairman to sign the Resolution and the Lease Agreement between Escambia County and Escambia County Healthy Start Coalition, Inc.

BACKGROUND:

The Escambia County Healthy Start Coalition, Inc. (Healthy Start) will be using this facility for administrative offices for its healthy care programs. The Healthy Start Program promotes and protects the health and well being of all pregnant women and their infants in Escambia County.

This new lease will require the Escambia County Healthy Start Coalition, Inc, to be responsible for routine maintenance and grounds keeping of the property and for insuring that the property is kept in a neat, safe and orderly condition. Healthy Start shall be responsible for all utility service charges, including electricity, gas, water, sewer, custodial services, sanitation, pest control, security, telephone, internet and cable television.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement was prepared in conjunction with the County Attorney's Office and Facilities Management. The County Attorney's office has approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current Policy requires Board approval for lease agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

Healthy Start Resolution and Lease



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17122

County Administrator's Report 8. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/18/2019

Issue: Purchase Furniture for the New Supervisor of Elections Navy Blvd Warehouse

From: GEORGE BUSH, Division Manager

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Furniture for the New Supervisor of Elections Navy Boulevard Warehouse - Robert E. Dye, Interim Director, Facilities Management

That the Board take the following action:

A. Authorize the County to utilize the Sourcewell (formerly NJPA) Contract #010615-SCC Office, School, and Other Workplace Related Supplies & Service, in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval, for the purchase of furniture for the Supervisor of Elections Navy Boulevard Warehouse; and

B. Authorize the County Administrator to sign the Purchase Order to Staples, for the Supervisor of Elections Navy Boulevard Warehouse furniture, per the terms and conditions of Quote dated 11/1/2019, in the amount of \$64,639.23.

[Funding: Fund 352, LOST III; Cost Center 110267, Public Facilities & Projects, LOST III; Object Code 56401, Machinery & Equipment, Project # 17PF3753]

BACKGROUND:

Upon completion of the renovation of the new warehouse/training facility located at 3201 Navy Boulevard that was approved by the Board on March 7, 2019, available furnishings that can be used are being moved over. All of the office spaces are being furnished with existing desks, chairs, and file cabinets. All of the current warehouse equipment, racks, storage units, tables and chairs will be used in the new space. With the consolidation of three separate records storage locations, the addition of training rooms and moving the canvassing board, ballot receiving and central tabulation functions to this facility, it is necessary acquire some additional furnishings. A summary of the purchase is indicated below:

- Records storage - Requires shelving and rolling stairs to accommodate the volume of records being moved from three different storage locations to the new facility. Some of the existing shelving belongs to the Clerk of the Circuit Court and the ceiling height directly impacts what shelving can be re-purposed.
- Training rooms - Requires tables, chairs, and components to support the presentation system.
- Canvassing Board space - Some of the existing furnishings will be required in our current facility. Additional tables, chairs, and racks are required.
- Warehouse space - Only a few items are needed to support this space, which include a few workbenches, shop stools, and rolling work carts.
- Breakroom will need a few small tables, chairs and a refrigerator.

The Supervisor of Elections Office worked with purchasing to identify a vendor on State Contract who is local and could accommodate all of the furnishing needs in a time frame to meet the building completion.

BUDGETARY IMPACT:

Fund 352, LOST III; Cost Center 110267, Public Facilities & Projects, LOST III; Object Code 56401, Machinery & Equipment, Project # 17PF3753]

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 Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Staples Quote

QUOTATION

SOLD TO:

Sonya Daniel
Escambia County Supervisor of Elec
3201 West Navy Blvd.

TBD

TBE TBD

SHIP TO:

Sonya Daniel
Escambia County Supervisor of Elec
3201 West Navy Blvd.

TBD

TBE TBD

Project: Escambia County Supervisor of Elections


Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		11/1/2019		Sonya Daniel	David Kazyaka


Belt Barriers


1	6	171071	RollerPro 250 Black Rolling Retractable Belt Barrier with 11' Blue Belt	\$99.79	\$598.74
<i>Tag For:</i> <u>Belt Barriers</u>					

Tag Subtotal: \$598.74

Breakroom 100

2	3	HON HBTTST30	30" Soft Square Top	\$121.06	\$363.18
<i>Tag For:</i> <u>Breakroom 100</u>					
					
Select Grommet .N No Grommets Select Grade \$(L1STD) Grd L1 Standard Laminates Select Laminate Finish ~ Undecided LAMINATE Option Select Edgeband Color ~ Undecided EDGE Option					

3	3	HON HBTTX30S	Seated height X-base for support of 30 36" tops	\$116.37	\$349.11
<i>Tag For:</i> <u>Breakroom 100</u>					
					
Select Paint Color ~ Undecided PAINT Option					

4	3	HON H4071	Pagoda 4070 Series Fan Back Guest Set of 2	\$359.26	\$1,077.78
<i>Tag For:</i> <u>Breakroom 100</u>					
					
Select Upholstery for 4071 \$(1) Gr 1 UPH					

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	11/1/2019		Sonya Daniel	David Kazyaka

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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			Grd 1 Uph .CU Centurion UPH: Centurion 06 COLOR: Indigo Frame Color Selection .T FRAME: Black		
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5	1	1600281	Danby 10 Cu. Ft. Refrigerator w/Freezer, White (DFF100C1WDB)	\$619.99	\$619.99
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Tag For: Breakroom 100

Tag Subtotal: \$2,410.06

Ladder

6	1	861021PS	Perforated 24"W 5 Step Steel Rolling Ladder 20"D Top Step	\$416.95	\$416.95
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Tag For: Ladder

7	1	Ladder Freight	Ladder Freight	\$361.29	\$361.29
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Tag For: Ladder

Tag Subtotal: \$778.24

Lobby Room 107

8	1	HON H4071	Pagoda 4070 Series Fan Back Guest Set of 2	\$359.26	\$359.26
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Tag For: Lobby Room 107

Select Upholstery for 4071	\$(1)	Gr 1 UPH
Grd 1 Uph	.CU	Centurion
UPH: Centurion	06	COLOR: Indigo
Frame Color Selection	.T	FRAME: Black

Tag Subtotal: \$359.26

Room 101

9	18	HON HMVR-1872G-NS	Motivate Table Rect 18Dx72W 2mm Edge Nesting Base	\$476.80	\$8,582.40
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Tag For: Room 101

Select Grommet Location	.N	No Grommets
Select Grade	\$(L1STD)	Grd L1 Standard Laminates
Select Laminate	~	Undecided LAMINATE Option
Select Edge Color	~	Undecided EDGE Option

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	11/1/2019		Sonya Daniel	David Kazyaka

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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Select Caster/Glide Option .C Caster
 Select Paint Grade \$(CORE) Paint Grade: Core Paint
 Select Paint Color ~ Undecided PAINT Option

10	1	HON H105909	10500 Series Cred with Door 72Wx24Dx29-1/2H 2-D-2	\$688.06	\$688.06
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Tag For: Room 101

Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates
 Select Top Laminate Color ~ Undecided LAMINATE Option

Tag Subtotal: \$9,270.46

Room 110

11	15	HON H4071	Pagoda 4070 Series Fan Back Guest Set of 2	\$359.26	\$5,388.90
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Tag For: Room 110

Select Upholstery for 4071 \$(1) Gr 1 UPH
 Grd 1 Uph .CU Centurion
 UPH: Centurion 06 COLOR: Indigo
 Frame Color Selection .T FRAME: Black

12	6	1179973	Flash Furniture Folding Table, 60" x 30", White (DAD-YCZ-152Z-GG)	\$70.46	\$422.76
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Tag For: Room 110

13	1	HON HTLC3060	Preside 60W x 30D Rectangular Shaped Laminate Top	\$189.00	\$189.00
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Tag For: Room 110

Edge Option .G 2MM/Flat
 Select Edge Finish N Edge: Mahogany
 Select Grommet .N No Grommets
 Select Laminate \$(L1STD) Grd L1 Standard Laminates
 Select Laminate .N LAM: Mahogany

14	1	HON HTLP60	Preside Lamainte Panel Base For 60" W Table Tops	\$216.73	\$216.73
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Tag For: Room 110

Select Laminate Finish \$(L1STD) Grd L1 Standard Laminates
 Laminate Selection .N LAM: Mahogany

15	4	24390126	Samsung 65" Smart 4K Ultra TV (UN65NU7100FXZA)	\$849.99	\$3,399.96
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FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	11/1/2019		Sonya Daniel	David Kazyaka

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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Tag For: Room 110

16	3	2614783	Mount-It! Tilt TV Wall Mount Bracket for 32"-65" Flat Screens (MI-1121M)	\$17.83	\$53.49
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Tag For: Room 110

Tag Subtotal: \$9,670.84

Seating

17	30	HON H5703	5700 Series Task Pneu Swivel SynchroTilt Tilt Lock	\$133.16	\$3,994.80
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Tag For: Seating

UPH: Select Fabric	\$(1)	GRADE: I Upholstery
Select Upholstery for 5700	.GA	GRADE: GA Fabric
Fabric Color Selection	10	COLOR: Black
Frame Color Selection	.T	FRAME: Black

Tag Subtotal: \$3,994.80

Shelving

18	6	2582894	IRIS® Extra Large Bin, Clear, 6 Pack (200540)	\$34.29	\$205.74
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Tag For: Shelving

19	35	BU-482472WS-TBD	Color TBD Str Blk Strg Rck 48wx24dx72h	\$253.95	\$8,888.25
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Tag For: Shelving

20	5	BU-9648120WS-TBD	Color TBD Str Blk Strg Rck 96wx48dx120h	\$640.30	\$3,201.50
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Tag For: Shelving

21	22	BUF-30120-TBD	Color TBD Upright H-Frame 30w x 120h - Parts for 72x30x120 shelving	\$93.88	\$2,065.36
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FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	11/1/2019		Sonya Daniel	David Kazyaka

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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Tag For: Shelving

22	1	SC-1S	Set-Up Charge for Ind.Shelving - Parts for 72x30x120 shelving	\$123.51	\$123.51
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Tag For: Shelving

23	33	BPB-72-30-TBD	Color TBD Bulk Stor Deck Level 72wx30d - Parts for 72x30x120 shelving	\$45.45	\$1,499.85
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Tag For: Shelving

24	33	BSD-7230-TBD	Color TBD Corrugated Steel Deck 72wx30d - Parts for 72x30x120 shelving	\$48.91	\$1,614.03
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Tag For: Shelving

25	6	EMB-1-3072M-TBD	Elec WB/Mapl Top/Mod Dwr 72x30 Butcherblock Table	\$901.66	\$5,409.96
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Tag For: Shelving

Tag Subtotal: \$23,008.20

Training Room

26	2	IM16HQ131	VIZIO 42.5" Smart 4K Ultra TV (V435-G0)	\$298.99	\$597.98
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Tag For: Training Room

27	2	2614783	Mount-It! Tilt TV Wall Mount Bracket for 32"-65" Flat Screens (MI-1121M)	\$19.99	\$39.98
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Tag For: Training Room

Tag Subtotal: \$637.96

Warehouse Items

FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		11/1/2019		Sonya Daniel	David Kazyaka
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
28	1	181603	Luxor® Steel Adjustable Height AV Cart W/Cabinet & Pullout Keyboard Tray, Royal Blue <i>Tag For:</i> <u>Warehouse Items</u>	\$463.87	\$463.87
29	1	372470	Safco 78" Gray/Silver Storage Locker (5526GR) <i>Tag For:</i> <u>Warehouse Items</u>	\$600.00	\$600.00
30	2	413790	Fellowes 72 Compartments Literature Organizer, Dove Gray (25121) <i>Tag For:</i> <u>Warehouse Items</u>	\$124.39	\$248.78
31	1	829940	Safco® AlphaBetter® Beige Desktop with Book Box, 26"- 42"H x 36"W x 24"D <i>Tag For:</i> <u>Warehouse Items</u>	\$351.50	\$351.50
32	12	768033	Alera® Industrial Wire Shelving Starter Set, 48Wx24"D, Black Anthracite <i>Tag For:</i> <u>Warehouse Items</u>	\$224.99	\$2,699.88
33	12	ALESW790004	Alera Optional Casters For Wire Shelving, 125 Lbs./caster, Black, 4/set <i>Tag For:</i> <u>Warehouse Items</u>	\$46.59	\$559.08
34	6	148391	Safco Soft Tough Polyurethane Industrial/Shop Chair, Black (6912) <i>Tag For:</i> <u>Warehouse Items</u>	\$290.00	\$1,740.00
35	1	HON H38855L	38000 24D x 72W 2L w/lock Single Ped Credenza  <i>Tag For:</i> <u>Warehouse Items</u>	\$546.70	\$546.70
		Select Laminate	\$(L1STD)	Grd L1 Standard Laminates	

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	11/1/2019		Sonya Daniel	David Kazyaka

<u>Line #</u>	<u>Qty</u>	<u>Part Number</u>	<u>Part Description</u>	<u>Sell \$</u>	<u>Ext Sell \$</u>
			Select Laminate Finish	.N	LAM: Mahogany
			Select Paint Color	\$(CORE)	PAINT: Select Core Paint
			Select Paint	.S	PAINT: Charcoal

Tag Subtotal: \$7,209.81

Z

36	1	Freight	Tennsco Freight		\$1,500.00	\$1,500.00
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Tag For: Z

37	1	Note	Hon's general production lead time is 4-6 weeks.		\$0.00	\$0.00
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Tag For: Z

38	1	Note	Hon State of FL Contract# 425-001-12-1		\$0.00	\$0.00
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Tag For: Z

39	1	Delivery	Delivery - Free		\$0.00	\$0.00
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Tag For: Z

40	1	Installation	Installation - Normal Business Hours, M-F, No Stair Carry		\$5,200.86	\$5,200.86
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Tag For: Z

Tag Subtotal: \$6,700.86

Total Sell: \$64,639.23

----- **Special Instructions** -----

Return Policy: Furniture is sourced specifically for the customer and is non-returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.

This quote is valid for 30 days unless otherwise noted. Applicable Sales Tax will be added at time of invoicing.

----- **Additional Instructions** -----

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	11/1/2019		Sonya Daniel	David Kazyaka
Line # Qty	Part Number	Part Description	Sell \$	Ext Sell \$

By signing this quote, the customer authorizes the procurement of the products and services contained herein.
This sale is subject to the Staples Workplace Studio Terms and Conditions attached.

ACCEPTED BY	TITLE	DATE	PO NUMBER
			Total Sell: \$64,639.23

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON	
	11/1/2019		Sonya Daniel	David Kazyaka	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$

FURNITURE TERMS AND CONDITIONS

These Terms and Conditions ("T&Cs") apply to all furniture products and services sold by Staples Contract & Commercial LLC ("Staples"). Throughout these T&Cs, your organization will be referred to as "Buyer" or as a "Party". These T&Cs, together with the quote with which these T&Cs are provided/incorporated, form a binding agreement between Staples and Buyer.

1) PRICES OF PRODUCTS AND SERVICES. Buyer may purchase and Staples shall provide the furniture products ("Products") and related services ("Services") at the prices set forth in Staples' written quote. All written quotes for the Products shall be governed by the terms and conditions of these T&Cs and any Exhibit if attached hereto. The purchase price of the Products does not include freight, handling, installation, insurance, sales or other taxes. Staples' prices are subject to change pursuant to the provisions contained herein and as quoted by Staples to Buyer for each project quoted. Freight, handling and installation charges are invoiced separately. Staples reserves the right to reasonably adjust a Product's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on Products. Staples will work with Buyer to identify alternative Products to mitigate customs impact where possible.

2) TERM. Either party shall have the right to terminate the provision of Products and Services pursuant to these T&Cs, for any reason, upon thirty (30) calendar days' prior written notice to the other party. All Products and Services quoted as of the effective date of termination shall be invoiced to Buyer upon termination. In the event of a termination by either party or upon cancellation or expiration of the Agreement, Buyer agrees to promptly pay all amounts owed to Staples. Following termination, Staples reserves the right to withhold shipment of Products until all past due invoices owed to Staples by Buyer are paid.

3) DESIGN. Designs, plans, drawings, specifications, and samples (and the contents thereof) provided in connection with the Products are the property of Staples, and may not be used, reproduced or distributed in whole or in part without Staples' written consent.

4) SHIPPING. Staples shall not be responsible for delays or defaults caused by others or by circumstances beyond its control. Unless Buyer has specified shipping instructions in writing herein or by a subsequent written notice, shipment and delivery will be made by the designated carrier and in the manner deemed best by Staples, including partial shipments.

5) RISK OF LOSS AND DAMAGE. Title and risk of loss or damage to the Product shall pass to Buyer when it is delivered to Buyer or Buyer's agent, whichever first occurs. Staples shall not be liable for any shipping damage, delay, default, loss or expense occurring during or attributable to transportation by any third party carrier.

6) DELIVERY AND INSTALLATION. If delivery and installation are part of this sale, the following provisions shall apply:

A. Installation Site Condition - Buyer will ensure the site is clean and free of debris prior to installation. If Staples must remove or assist in removing existing furniture or equipment at the job site, Buyer shall pay Staples for this Service, as separately invoiced.

B. Installation Site Services - Electricity, heat, and elevator service will be furnished at Buyer's expense. Buyer shall provide adequate facilities for docking, moving and handling of Products.

C. Special Packaging or Handling - If special packaging or handling not contained in these T&Cs is required, Buyer shall pay an extra charge as invoiced separately.

D. Delivery/Installation - Delivery and installation will be during normal business hours (8:00 AM to 5:00 PM local time Monday through Friday, except for Staples designated holidays). Buyer shall pay additional labor costs resulting from overtime work performed at Buyer's request. Staples shall designate the personnel to install the Products sold herein. Buyer shall be responsible for obtaining proper permits for the installation. If regulations in force at the time of installation require the use of tradesmen at the site other than Staples designated personnel, Buyer shall pay for any additional costs incurred. If the Products must be moved due to progress of other trades, or other reason, the Buyer agrees to pay the extra cost of moving.

E. Storage Space - Unless the Products arrive at the site earlier than the date requested, the Buyer shall provide safe and adequate storage space at the Buyer's expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Buyer shall pay the associated cost or expense.

7) INSTALLATION DELAYS. If construction delays or other causes not within Buyer's or Staples' control force postponement of an installation as scheduled, Staples or the Buyer shall store the Products until installation can be resumed, and the Products shall be considered accepted by the Buyer for purposes of invoicing and payment. Buyer shall pay all transfer and storage charges incurred.

8) COMPLETION OF INSTALLATION. Within a reasonable time after installation, authorized representatives of Staples and Buyer shall inspect the Product for conformity with the order and for defects and/or damages, and shall note all such mutually agreed upon items on an installation "Service Report". Upon completion of the inspection, the representatives of Staples and Buyer shall sign the Service Report, which shall constitute acceptance of Products installed, except as noted in the Service Report.

9) CHANGE ORDER/CANCELLATION. Any order changes must be submitted in writing. Staples will use commercially reasonable efforts to accommodate Buyer's written change order request. All changes/cancellation requests shall be evaluated at the time of request by Staples and are subject to revised lead times and/or additional charges as applicable.

10) RETURNS POLICY. Custom or made to order Products, or Products sourced specifically for Buyer are not eligible for return. Upon approval by Staples, stocked inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. Returned Product must be in new and unused condition and returned in its original carton within 14 days of receipt.

11) PAYMENT. Buyer may be required to pay a deposit of 50% of the total purchase price of the Product ordered. Payment terms are net 30 days from the date of shipment and net 10 days on a consolidated billing method (e.g. weekly, monthly). For partial shipments, payment shall be due only for Products received. The remaining balance for any partial shipment shall be due within terms following installation of the Product. Staples may invoice Buyer at any time following shipment of the Product. Buyer shall pay the net amount shown on the face of the invoice. Credit cards shall not be

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	11/1/2019		Sonya Daniel	David Kazyaka

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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accepted unless otherwise agreed by Staples. Staples reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less. Staples shall be entitled to recover its costs of collection, including reasonable attorneys' fees.

12) TAXES. Staples may collect, and Buyer shall pay, any taxes, which Staples may be required to pay or collect by law in connection with this sale. Any such taxes will be added to the price at time of invoicing and the Buyer shall pay the same unless the Buyer shall furnish written proof thereof of exemption to Staples prior to the estimated shipping date. The appropriate tax rate will be based on where the Product is received.

13) LIMITED WARRANTY. Staples will pass through all manufacturers' warranties for the Products sold to Buyer in lieu of any other express or implied warranties by Staples. STAPLES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

14) LIMITATION OF LIABILITY. Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. In no event shall Staples' liability (whether in contract, tort or otherwise) for damages arising out of the sale, delivery, installation, use or performance of the Product exceed the purchase price of the Product from which the claim arises.

15) CONFIDENTIALITY. The parties will not disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures. If this section is breached, the parties agree that monetary damages may not be sufficient to remedy such breach and that the non-breaching party may suffer irreparable damages, and therefore, the parties agree that the non-breaching party will be entitled to equitable and injunctive relief.

16) Press Releases and Advertisements. Unless expressly required by applicable law, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to these T&Cs.

17) SECURITY INTEREST. Staples reserves and Buyer grants to Staples a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Upon Staples request, Buyer shall execute financing statements and other documents reasonably requested by Staples to protect Staples' security interest. Buyer shall maintain the Product in good condition; keep the Product free from liens and encumbrances; and shall not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and shall permit inspection by Staples' representative at reasonable times. Buyer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Staples as its interest may appear.

18) INDEMNIFICATION. Each party ("Indemnifying Party") shall defend, hold harmless and indemnify the other, its officers, directors, employees, and agents ("Indemnified Party") from and against all third-party claims, damages, or causes of action arising out of or related to the Indemnifying Party's grossly negligent acts or omissions or material breach of any representation, warranty, covenant or obligation under these T&Cs. The Indemnified Party will (a) notify the Indemnifying Party promptly in writing of such action, (b) give the Indemnifying Party sole control of the defense and settlement of such action and (c) provide the Indemnifying Party all reasonable information and assistance requested.

19) FORCE MAJEURE. Neither party shall be liable for delays or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of governments, or any other circumstances or causes beyond the control of either party in the conduct of its business.

20) ASSIGNMENT. Neither party may assign the benefits of these T&Cs without the prior written consent of the other, provided however that Staples may assign these T&Cs to any affiliate, subsidiary or controlled entity. Any party who is assigned these T&Cs is bound to all of the terms and conditions contained herein.

21) INSURANCE. Staples shall at its expense maintain: (i) commercial general liability insurance with limits of at least \$1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Staples to any Buyer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence; (iii) employer's liability insurance, the limits of which shall not be less than \$1,000,000; (iv) workers' compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of \$4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Staples shall (a) name Buyer as an additional insured for loss or damage arising out of Staples' products or services under these T&Cs; (b) name Buyer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Staples at any Buyer facility; (c) waive insurer's subrogation rights against Buyer and Buyer's landlord or property manager, except to the extent loss or damage is caused solely by Buyer or Buyer landlord or property manager; (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under these T&Cs; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Buyer and Buyer's landlord or property manager shall receive prior written notice of cancellation in accordance with the policy provisions.

22) Governing Law. The provisions of these T&Cs shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.

23) TERMS AND CONDITIONS OF AGREEMENT. These terms and conditions, in addition to any quote, contain the entire agreement between the parties with respect to the subject matter hereof. All modifications must be in writing, signed by authorized agents of both parties. These T&Cs shall control over any terms and conditions presented in either party's order forms or other documents which conflict with these T&Cs. If there are any additional terms and conditions contained in Buyer's ordering documents that add to or conflict with these terms and conditions, except for product description, pricing, quantity, and delivery instructions, such terms and conditions are expressly objected to and shall not be binding on Staples.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17109

County Administrator's Report 8.3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/18/2019

Issue: Approval to Issue FY 2019/20 Purchase Order in Excess of \$25,000 to Josh Weekley, Livestock Officer

From: JOHN ROBINSON, Division Manager

Organization: Building Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval to Issue a Fiscal Year 2019/2020 Purchase Order, in excess of \$25,000, to Josh Weekley, Livestock Officer for Animal Control - John Robinson, Division Manager, Animal Services

That the Board authorize the issuance of a Fiscal Year 2019/2020 Purchase Order (PO# 200638) to Josh Weekley, Livestock Officer, in the amount \$30,000, for contracted livestock services for Animal Control.

[Funding: Fund 001, General Fund, Cost Center 250207, Object Code 53401]

BACKGROUND:

The Board of County Commissioners approved the Livestock Collection and Boarding Services Agreement for Josh Weekley at the June 6th, 2019, Board of County Commissioner's Meeting. The issuance of this Purchase Order is necessary to continue to provide livestock services and response for the citizens of Escambia County. This purchase order (PO#200683) will be for \$30,000, and requires Board approval.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 250207, Object Code 53401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchase and Contracts. Per the guidance received at the October 3rd, 2019, Board Meeting, all purchases over \$25,000 must have BCC approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order.

Attachments

Livestock Minutes & Contract

MINUTES – JUNE 6, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

26. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the following:
- A. Livestock Collection and Boarding Services Agreement between Escambia County and Josh Weekley, per the terms and conditions of PD 18-19.035, Re-Solicitation Livestock Collection and Boarding Services Contract, for an estimated annual amount of \$30,000; and
 - B. Livestock Collection Truck and Trailer Lease Agreement between Escambia County and Josh Weekley, per the terms and conditions of PD 18-19.035, Re-Solicitation Livestock Collection and Boarding Services Contract, for the lease of a 2012 Chevrolet 3500 Truck, VIN 1GC4KZCG5CF231471, for a fee of \$1.00 per year.

[Funding: Fund 101, Animal Control Fund, Cost Center 250207, Object Code 53401]

Motion: To move the balance in the affirmative

For Information: The "balance" refers to Consent Agenda Items 1 through 28, with the exception of Items 8, 9, and 24, which were held for separate votes, as amended to drop Item 3.

Made by: Commissioner Bergosh

Seconded by: Commissioner Bender

Disposition: Carried 4-0, with Commissioner Underhill absent

**AGREEMENT FOR LIVESTOCK COLLECTION
AND BOARDING SERVICES**

THIS AGREEMENT, made and entered into on this 6th day of June, 2019, 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 Josh Weekley (hereinafter referred to as "Contractor"), whose principal address is 9855 Rebel Road, Pensacola, Florida 32526.

WITNESSETH:

WHEREAS, the County requires certain services related to the collection, impoundment and disposition of straying, nuisance or abused/neglected livestock animals within the unincorporated areas of Escambia County; and

WHEREAS, the Contractor is qualified to perform such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for livestock collection and boarding services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and Contractor agree as follows:

- 1) **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 2) **Definitions**. The following definitions shall apply to the terms of this agreement:
 - a) "Livestock" shall include all animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, ostriches, and other grazing animals.
 - b) "Owner" shall include any person, association, firm, or corporation, natural or artificial, owning or having custody of or in charge of livestock.
 - c) "Livestock running at large" or "straying" shall mean any livestock found or being on any public land, or land belonging to a person other than the owner of the livestock, without the landowner's permission, and posing a threat to public safety.
 - d) "Public roads" as used herein shall mean those roads within the state which are, or may be, maintained by the state, a political subdivision of the state, or a municipality, including the full width of the right-of-way, except those

maintained, and expressly exempted from provisions of this chapter, by ordinance of the county or municipality having jurisdiction.

- 3) Contractor agrees to perform in accordance with the scope of work as provided herein.
- 4) Contractor hereby covenants and agrees to undertake and to fulfill the duties, obligations and responsibilities of restraining and transporting all livestock and straying animals on the public roads (as defined above) within Escambia County, Florida, and those found or reported "running at large" (as defined above) within said County.
- 5) Contractor hereby covenants and agrees to undertake and to fulfill the duties, obligations and responsibilities of restraining and transporting all livestock taken into custody by County or any agent of the County as part of an animal cruelty investigation.
- 6) Contractor agrees to provide the suitable shelter and holding areas for livestock animals impounded pursuant to this agreement pending further disposition. The site may be inspected by Escambia County.
- 7) Contractor agrees to provide the proper care and required feed for all animals impounded. Appropriate care for all livestock in custody pursuant to this agreement will be provided in accordance with Chapter 588, Florida Statutes, and the generally accepted standards of care for each specific type of animal maintained in custody. Animals shall be fed in accordance with Chapter 588, Florida Statutes, and as deemed appropriate, in accordance with all facts and circumstances, including the state of health and malnourishment of the animal.
- 8) Contractor agrees to remove all dead livestock and large animals from the public rights-of-way upon receiving notification from ECSO and/or County and make appropriate arrangements for disposal.
- 9) In the event of the death of any animal in custody, Contractor shall obtain a written statement of the cause of death from a licensed veterinarian. Autopsies are not authorized unless authorized in advance. Contractor shall make appropriate arrangements for disposal.
- 10) Contractor must obtain prior approval from County for veterinary services or other services or expenses not covered in this agreement. In the event of an emergency, Contractor shall notify County of any expenses incurred within 24 hours. Payment for and/or reimbursement for any such services or expenditures may be denied if not properly authorized pursuant to this provision.
- 11) Contractor or designee shall agree to be available at all times, meaning on a twenty-four (24) hours each day, seven (7) days a week basis. Contractor will provide manpower for constant coverage and will keep the Escambia County Division of Animal Control

("Animal Control") and the Escambia County Sheriff's Office ("ECSO") informed of all contact information for any persons providing assistance to Contractor.

12) Contractor acknowledges that a prompt and timely response to calls for service is of paramount importance to fulfilling the duties described in this Agreement. Accordingly, Contractor agrees to provide Animal Control and ECSO with all relevant contact information. Contractor is obligated to respond to the relevant dispatch center within (15) minutes of receiving a call or page, and will be in service to respond within (30) minutes of receiving the call. Contractor or his designee will answer each call in an expeditious manner.

13) Contractor shall not enter private property to capture livestock unless accompanied by an Escambia County Deputy Sheriff and/or Escambia County Animal Control Officer.

14) Contractor, with the assistance of the responding deputy/officer will make reasonable attempts to identify and notify the owner of the livestock. In the event Contractor and the responding deputy/officer are unable to locate the owner, Contractor, with the assistance of the responding deputy/officer, will impound the animal.

15) In the event of any accident or unforeseen injury (personal injuries, animal injuries, property damage) while responding to a call for service, Contractor shall immediately notify County.

16) In the event County determines Contractor has demonstrated a pattern of failing to respond to such calls for service, the County shall have the right to forego the monthly payment for any month during which inadequate response to calls for service has been rendered.

17) Contractor shall maintain a monthly report that shall be provided to Escambia County Animal Control no later than the 10th of each calendar month. At a minimum, the report shall provide the following:

- a) Description of animal, including any brand, tattoo or other identifiable characteristics;
- b) Date and place of capture;
- c) Date and place of impoundment;
- d) If unclaimed, the date of transfer to public livestock market and/or date of public sale;
- e) Mileage incurred as a result of transporting livestock animals pursuant to this agreement;

f) Itemization of all expenses incurred as a result of impounding livestock animals pursuant to this agreement.

18) In the event that the owner produces satisfactory proof of ownership and desires to redeem an impounded animal, the owner is responsible for the costs of storage, veterinarian services, and notice publication costs. Contractor will direct the owner to the County for payment of fees incurred. Contractor will release impounded livestock to the owner only after the owner provides proof that all required fees have been paid in full to County.

19) In the event any impounded livestock is to be sold at a public sale, Contractor will provide assistance in conducting the sale as directed by ECSO and/or County.

20) Contractor agrees to prepare and transport all livestock for sale once the livestock have been declared abandoned and after all appropriate notices have been given. If Contractor is notified that an animal is to be sold at auction, Contractor will transport the livestock to the nearest livestock auction yard and request that the auction remit any proceeds of the sale to County, along with a full and accurate description of the livestock sold or disposed of, to whom, and the sale price therefor.

21) All fees and revenues obtained from the impounding, apprehending, holding or sale of livestock by Contractor shall be submitted to County accompanied by a report detailing the sums collected.

22) In exchange for the services described herein, County agrees to pay Contractor one thousand five hundred thirty dollars (\$1,530.00) per month and the following impoundment fees for each animal impounded pursuant to this Agreement:

<u>Animal</u>	<u>Fee</u>
Small animals (e.g. goats, sheep, pigs, hogs)	\$10.00 p/day
Large animals (e.g. cows, horses, mules, donkeys)	\$12.00 p/day
Stud Horses	\$16.00 p/day

23) On a monthly basis, Contractor shall submit all reports, requests for payment with appropriate supporting documentation, and any revenue obtained pursuant to the performance of this Agreement to:

John Robinson
Escambia County Animal Services

200 W. Fairfield Dr, Pensacola, FL 32501
Pensacola, Florida 32501
(850) 595-3078

24) County shall provide a truck and trailer for the use in the performance of the duties and responsibilities set forth in this agreement. The County truck and trailer shall be kept on the county lot closest to the Contractor. Contractor shall execute a separate lease agreement for use of the County truck and trailer. Use of County's truck and trailer shall be limited to services performed pursuant to this agreement. The truck and trailer, as well as any other County equipment, utilized by Contractor in the performance of the duties provided herein shall be properly maintained at the County's expense. The Contractor shall provide Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles as provided for in Paragraph 28 of this Agreement.

25) County shall provide fuel for the performance of the duties provided herein.

25) It is mutually understood and agreed that this contract shall commence as of the date both parties have signed this Agreement and shall continue in effect for twelve (12) months. The Contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months, upon mutual agreement of both parties. 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. In the event that neither party indicates an intention to withdraw from this agreement at the conclusion of the contract term, the provisions of this contract will be extended for an additional six (6) month period.

26) Either party may terminate this agreement at any time by providing the other party with at least thirty (30) days written notice of intention to terminate via certified mail.

27) 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.

28) Insurance. The Contractor is required to carry the following insurance:

a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

c) Excess or Umbrella Liability coverage.

d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, 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.

e) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County on both the CGL and Auto policies 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.

29) In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold himself 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.

30) Contractor represents that he has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement. All actions undertaken by Contractor pursuant to this agreement shall be in accordance with all applicable federal and state laws, regulations, and rules.

31) Contractor shall not engage in, or offer to engage in, any business arrangement with any person or business that arises from or is related to the performance of any service pursuant to this agreement. Contractor may not seek or accept any remuneration or payment of any kind or type from anyone other than County for performing any services pursuant to this agreement.

IN WITNESS WHEREOF, the parties hereto have 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 Josh Weekley, 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.

Approved as to form and legal sufficiency.

By/Title: Kim M. Johnson, ACA
Date: 9-13-19

By: Janice P Dillay

Its: _____

Date: 9-18-19

Witness: Sharon R. Pitts

Witness: Karina Barkley

CONTRACTOR:

Josh Weekley
Josh Weekley

Date: 9-6-2019

Witness: Colli Weekley

Witness: Low Koto



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17068

County Administrator's Report 8. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/18/2019

Issue: Approval of Change Order for PO# 200524, Butler Health and Holding Co, DBA Covetrus North America

From: JOHN ROBINSON, Division Manager

Organization: Building Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of a Change Order to Purchase Order #200524 to Butler Animal Health Holding Co. LLC., DBA Covetrus North America, for Veterinary Supplies for Animal Services - John Robinson, Division Manager, Animal Services

That the Board approve and authorize Animal Services to execute the following Change Order #1, adding funds to the Butler Animal Health Holding Co LLC, DBA Covetrus North America, Purchase Order #200524, to fund animal care and veterinary medical supplies. Covetrus is our main supplier for animal care and veterinary medical supplies. They provide all of our vaccinations, surgical equipment, medications including post surgical pain meds, gloves, masks, cleaning chemicals, microchips and many other medical items as needed.

Department:	Building Services
Division:	Animal Services
Type:	Addition
Amount:	\$125,000
Vendor:	Butler Animal Health Holding Co. LLC, DBA Covetrus North America
Contract:	Virginia Tech Contract # UPG-TG-025-09
Purchase Order #:	200524
Change Order #:	1
Original PO Amount:	\$24,900
Change Order Amount:	\$125,000

New PO Total:	\$149,900
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[Funding: Fund 001, General Fund, Cost Center 250202, Object Code 55201]

Covetrus North America

Products	Expenses
Vaccines, Wormers & Flea Treatments	\$53,750
Non-Surgical Medical Supplies	\$15,000
Surgical Supplies	\$18,750
Cleaning Solution (Rescue)	\$7500
Feline Combo Tests	\$7500
Heartworm Tests	\$3750
Rabies Vaccinations	\$3750
Microchips	\$15,000
Total	\$125,000

BACKGROUND:

The Board approved Animal Services to piggy back on Contracts available from Virginia Tech through their Veterinary School at the BCC Regular Meeting on 08/01/2019. The Virginia Tech Contract # UCP-TG-025-09, Henry Schien Animal Health is the Contract this PO will piggy back on. Henry Schien Animal Health is now Butler Animal Health and Holding CO LLC, DBA Covetrus North America. Approval of this Change Order is required to allow Animal Services to obtain veterinary and animal care supplies for the animal shelter.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 250202, Object Code 55201

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts and Article II, Section 46-44, Application; Exemptions.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Change Order.

Attachments

8-1-19 BCC Reg Meeting Recommendation

Minutes BCC 8-1-19 Vet Supply

PO # 200524

17068 Covetrus CO1



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16534

County Administrator's
Report 12. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting

Date:

08/01/2019

Issue:

Contract Approval for Usage of Veterinary Supplies

From:

PAUL NOBLES, Purchasing Manager

Organization: Asst County Administrator

CAO

Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Approval for Veterinary Supplies - Paul Nobles, Purchasing Manager, Office of Purchasing

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]

BACKGROUND:

Escambia County Office of Purchasing attempted to solicit bids for veterinary supplies (PD 18-19.023 Veterinary Supplies). The results were one non-responsive and one limited response. Research involving 14 national purchasing cooperatives produced no Veterinary Cooperative Agreements. Additional research through national procurement sources led to Virginia Polytechnic Institute and State University Contracts. These

Contracts will allow Animal Services to obtain the supplies necessary to fulfill their duties.

Recommendations will be submitted for Blanket Purchase Orders in excess of \$50,000.

BUDGETARY IMPACT:

Fund 001, General Fund, Cost Center 250202, Object Code 55201

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts and Article II, Section 46-44, Application; exemptions.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will assist with establishing blanket Purchase Orders with the necessary firms.

Attachments

Elanco US, Inc. UPC-TG-012-10

Henry Schein Animal Health UCP-TG-025-09

Jorgensen Laboratories, Inc. UPC-TG-005-10

Mg Biologics, Inc. UPC-TG-012-09

Nutramax Laboratories Veterinary Sciences, Inc. UPC-TG-013-10

Plasvacc USA, Inc. UPC-TG-004-10

Smiths Medical ASD, Inc. UPC-TG-007-10

Steris Instrument Management Services UPC-TG-013-09

Vortech Pharmaceuticals, LTD UPC-TG-008-10

MINUTES – AUGUST 1, 2019

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

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

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] PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843]

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] 026949 FAX: 888-329-3861]
 BUTLER ANIMAL HEALTH HOLDING CO LLC
 DBA COVETRUS NORTH AMERICA
 PO BOX 121130 DEPT 1130
 DALLAS TX 75312-1130]

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] ANIMAL SERVICES]
 200 W. FAIRFIELD DRIVE
 PENSACOLA, FL 32501]
 ATTN: DAWN HARRIS 595-0090]

ORDER DATE: 10/18/19	BUYER: LAWRENCE GORDON	REQ. NO.: 20000481	REQ. DATE: 10/14/19
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TERMS: NET 30 DAYS	F.O.B.: PP&ADD	DESC.:
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
This Blanket Order is for various animal care and veterinary medical supplies exclusively for the use of Escambia County Animal Services in its daily operations. The County shall be charged according to the applicable contract price schedule or a preferred status with the lowest prices extended to shelters and most favored customers.					
01	1.00	LOT	BLANKET PO FOR ANIMAL CARE AND VETERINARY SUPPLIES FOR FY 2020.	24900.0000	24,900.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	24,900.00
01	250202 55201	24,900.00		TOTAL \$	24,900.00

APPROVED BY _____



GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement-** By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
 2. **Inspection-** All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
 3. **Delivery, Risk of Loss-** All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
 4. **Delivery of Excess Quantities-** If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to \$100 in value without compensating the interests herein. Excess quantities exceeding \$100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
 5. **Time is of the Essence-** Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments, if any.
 6. **Delivery Tickets-** All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
 7. **Material Safety Data Sheet-** At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
 8. **Changes-** The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith, (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
 9. **Invoicing and Payment-** After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §218.70, et seq., Fla. Stat.
 10. **Taxes-** The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
 11. **Government Regulations-** Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
 12. **Compliance with Laws-** In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
 13. **Warranties-** In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material and workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
 14. **Warranty of Non-Infringement-** Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
 15. **Work on County Premises-** If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
 16. **Liens-** All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
 17. **Indemnification** Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
 18. **Insurance-** Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
 19. **Contingent Fees-** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
 20. **Gratuities-** (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) if this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
 21. **Termination for Default-** The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services, provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
 22. **Termination for Convenience-** The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
 23. **Force Majeure-** Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
 24. **Assignment-** Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
 25. **Extent of Obligation -** The County is obligated hereunder only to the extent of authorized orders placed against this PO.
 26. **Governing Law-** This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
 27. **Annual Appropriations.** The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
 28. **Advertising-** Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
 29. **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, Fla. Stat. 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, Fla. Stat., 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



**CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT**

Vendor Code: 026949	Vendor Name: Covetrus North America
Project Number:	P.O. Number: 200524 C.O. Number: 1
Department: Building Services/ Animal Services	P.D. Number: Date: 11/07/19

Notes for Modifying the Scope of Award:

This change order provides for:
An increase in funds to Cost Center 250202 Object Code 55201 in the amount of \$125,000.

Original PO- 24,900.
CO 1- +125,000
New PO Total- \$149,900

To Modify Existing Purchase Order:

Quantity		
Adding Dollars to Line Item No: 1	Adjustment:	Amount: \$125,000.00
Deleting Dollars from Line Item No:	Adjustment:	Amount:
Adding Dollars to Line Item No:	Adjustment:	Amount:
Deleting Dollars from Line Item No:	Adjustment:	Amount:

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ) _____


Previous Purchase Order Total Dollars:	\$24,900.00
Net Dollars added or subtracted:	\$125,000.00
New Purchase Order Total Dollars:	\$149,900.00
Previous Contract Total Dollars:	
Net Dollars added or subtracted:	
New Contract Total Dollars:	

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
250202	55201		\$125,000	\$149,900.00

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: Dawn Harris Date: 11/07/19

Contract Administrator's Certification & Approval:  Date: 11/07/19

Office of Purchasing Review Agent: _____ Date: _____

Bureau Chief: _____ Date: _____

County Administrator's Approval: _____ Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17125

County Administrator's Report 8. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/18/2019

Issue: Reallocation of Funds and a Change Order in the Amount of \$41,001.70 to Volkert, Inc., for the Pensacola Bay Living Shoreline Project

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reallocation of Funds and a Change Order, in the Amount of \$41,001.70, to Volkert, Inc., for the Pensacola Bay Living Shoreline Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning reallocation of funds and a Change Order relating to the Pensacola Bay Living Shoreline Project:

A. Authorize the reallocation of funds from the Capital Improvement Program – Natural Resources Management Department LOST III funds, in the amount of \$41,001.70, from the Innerarity Point Road Area Drainage Improvement Project, Fund 352, Cost Center 220102, Project 18NE4042, to the Pensacola Bay Living Shoreline Project; and

B. Authorize the County Administrator to execute the following Change Order to Volkert, Inc., for the Pensacola Bay Living Shoreline Project:

Department:	Natural Resources Management
Division:	Administration
Type:	Addition
Amount:	\$41,001.70
Vendor:	Volkert, Inc.
Project Name:	Pensacola Bay Living Shoreline Project
Contract:	PD 17-18.027
PO#:	191138
CO#:	2

Original PO Amount:	\$217,480.00
Change Order #1 Amount:	\$375,532.21
New Contract Total:	\$634,013.91

This project is located in Commission District 2.

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 221029, Defense Infrastructure NAS MEZ \$375,532.21; Fund 118, Gulf Coast Restoration Fund, Cost Center 222041, FDEP Living Shoreline \$217,480; Fund 352, LOST III, Cost Center 220102, Object Code 56301, Pensacola Bay Living Shoreline \$41,001.70] This Change Order increases the Purchase Order amount, but does not increase the awarded Contract amount]

BACKGROUND:

Item A: Reallocation of Funds for the Pensacola Bay Living Shoreline Project:

The Innerarity Point Road Drainage Improvements Project PD 18-19.012 initially included a living shoreline component along Perdido Bay at the north end of Cruzat Way and Bob-O-Link Road. On March 15, 2018, the Board approved the reallocation of funds from the Capital Improvement Program – Natural Resources Management Department LOST III funds to cover costs associated with design and construction of the living shoreline component. Plans were later revised to remove the living shoreline component prior to bid based on a neighborhood request. Construction of the Innerarity Point Road Drainage Improvements Project was completed on July 16, 2019, leaving a balance of \$41,001.70 of the funds reallocated from the Capital Improvement Program – Natural Resources Management Department LOST III.

Item B: Change Order to Volkert, Inc., for the Pensacola Bay Living Shoreline Project:

On February 21, 2019, the Board awarded Contract PD 17-18.027 – Pensacola Bay Living Shoreline Project to Volkert, Inc., in the amount of \$217,480 for Base Services, with \$581,473 for Optional Services for a total of \$798,953. Due to limited fund availability during fee negotiations and Contract award, tasks were allocated to Optional Services until additional funding could be secured.

On January 24, 2019, the Board approved and authorized the Chairman to sign the Defense Infrastructure Grant (DIG) Agreement #S0114 with the State of Florida Department of Economic Opportunity (DEO), in the amount of \$375,532.21, to augment existing planning, engineering, and regulatory permitting funds for the Pensacola Bay Living Shoreline Project at Naval Air Station (NAS) Pensacola that has matching funding from the Gulf Coast Ecosystem Restoration Council. On July 18, 2019, the Board authorized the County Administrator to execute a Change Order to add the available DIG grant funding to Contract PD 17-18.027, bringing total available funding for project design and permitting to \$593,012.21.

This Change Order will increase the Purchase Order in the amount of \$41,001.70, but does not increase the awarded Contract amount. Funds will be used to offset costs associated with anticipated optional services.

BUDGETARY IMPACT:

Funding for this Change Order is available in Fund 352, LOST III, Cost Center 220102, Object Code 56301, in the amount of \$41,001.70.

Funding for the original Purchase Order is available in Fund 118, Gulf Coast Restoration Fund, Cost Center 222041, FDEP Living Shoreline in the amount of \$217,480.00 and Fund 110, Other Grants and Projects, Cost Center 221029, Defense Infrastructure NAS MEZ in the amount of \$375,532.21. This Change Order will increase the Purchase Order in the amount of \$41,001.70 but does not increase the awarded Contract amount.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal action associated with this Recommendation.

PERSONNEL:

No impact to personnel associated with this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Original PO CO1 191138

BCC Resume 03152018

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 191138-1

CHANGE DATE: 08/21/19

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[PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843]

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[220584
VOLKERT INC
P O BOX 7434
MOBILE AL 36670]
FAX: 251-968-2318]

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[COMMUNITY & ENVIRONMENT DEPT.
221 PALAFOX PLACE
PENSACOLA FL 32502
ATTN: SUSAN HOLT 850-595-4579]

ORDER DATE: 03/21/19	BUYER: PURCHASING MANAGER	REQ. NO.: 19001233	REQ. DATE: 03/15/19
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	Change order adding \$375,532.21 in Cost Center 221029, Object Code 53101 under the Defense Infrastructure NAS MEZ Grant Agreement #S0114. This Change adds funds to the Purchase Order, but does not add funds to the contract agreement. Original PO Amount: \$217,480.00 This Change Order : \$375,532.21 New PO Amount: \$593,012.21 LOT FOR BASE SERVICES FOR THE PLANNING, ENGINEERING DESIGN & PERMITTING OF THE PENSACOLA BAY LIVING SHORELINE PROJECT.	375532.2100	375,532.21

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	375,532.21
01	221029 53101	375,532.21		TOTAL \$	375,532.21
01	222041 53101	.00			

APPROVED BY

Anice Billey
 8-29-19 *ABN*

MINUTES – JULY 18, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

35. Recommendation: That the Board approve, and authorize the County Administrator to execute, the following Change Order to Volkert, Inc., to contract PD 17-18.027, for the Pensacola Bay Living Shoreline Project:

Department:	Natural Resources Management
Division:	Administration
Type:	Addition to PO
Amount:	\$375,532.21
Vendor:	Volkert, Inc.
Project Name:	Pensacola Bay Living Shoreline Project
Contract:	PD 17-18.027
PO#:	191138
CO#:	1
Original Award Amount:	\$217,480.00
Cumulative Amount of Change Orders Through This CO:	\$375,532.21
New Contract Total:	\$593,012.21

This project is located in Commission District 2.

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 221029, Defense Infrastructure NAS MEZ \$375,532.21]

Motion: Move the Item in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers
Speaker(s): Margaret Hostetter

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N [PLEASE EMAIL INVOICES TO:]
 V [escambia.invoices@escambiaclerk.com]
 O [CLERK OF THE COURT & COMPTROLLER]
 I [HON. PAM CHILDERS]
 C [221 PALAFOX PLACE, SUITE 140]
 E [PENSACOLA, FL 32502-5843]

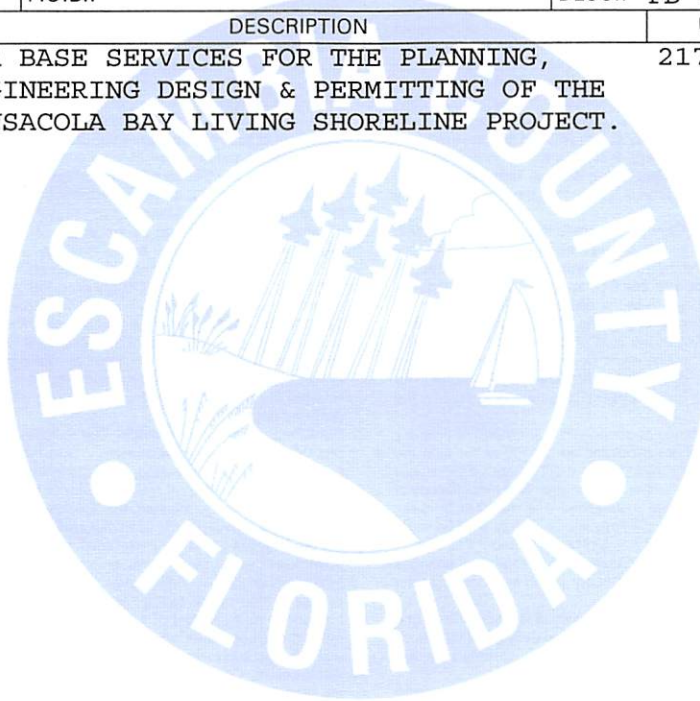
V [220584] FAX: 251-968-2318]
 E [VOLKERT INC]
 N [P O BOX 7434]
 D [MOBILE AL 36670]
 O []
 R []

S [COMMUNITY & ENVIRONMENT DEPT.]
 H []
 I []
 P [221 PALAFOX PLACE]
 T [PENSACOLA FL 32502]
 O [ATTN: SUSAN HOLT 850-595-4579]

ORDER DATE: 03/21/19	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 19001233	REQ. DATE: 03/19/19
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: PD 17-18.027
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	FOR BASE SERVICES FOR THE PLANNING, ENGINEERING DESIGN & PERMITTING OF THE PENSACOLA BAY LIVING SHORELINE PROJECT.	217480.0000	217,480.00



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	217,480.00
01	222041 53101	217,480.00		TOTAL \$	217,480.00

APPROVED BY

Amy Lovoy 3/27/19

MINUTES – FEBRUARY 21, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board authorize the issuance of a Purchase Order for one 2019 Isuzu NQR Crew Cab 17,950 GVWR, per the specifications, terms and conditions of PD 18-19.019, Isuzu NQR Crew Cab 17,950 GVWR, for the Escambia County Road Department, in the amount of \$59,595.94.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230315, Projects; Object Code 56401, Machinery and Equipment]

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

13. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County and Volkert, Inc., per the terms and conditions of PD 17-18.027, Pensacola Bay Living Shoreline, in the amount of \$217,480 for Base Services, with \$581,473 for Optional Services, to be funded with future Grants.

[Funding: Fund 118, Gulf Restoration Fund, Cost Center 221041, Object Code 53101 - \$217,480]

Motion: Move Item CAR II-13 in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Melissa Pino

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1. Approval of an Interlocal Agreement 

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried 4-0, with Commissioner May temporarily out of Board Chambers, taking the following action concerning the Interlocal Agreement between Escambia County and the District Board of Trustees of Pensacola State College, Florida for student clinical training for the provision of certain Emergency Medical Services, as approved by the District Board of Trustees on January 19, 2018:


A. Approving the Interlocal Agreement to enable students in the Paramedic Program to receive clinical experience under the auspices of Escambia County EMS (ECEMS), commencing the effective date of the Agreement through December 31, 2018, and automatically renewed for four successive renewal terms of one year each; and

B. Authorizing the Chairman to sign the Agreement.

For Information: Commissioner Robinson disclosed that he serves on the Foundation Board of Pensacola State College

II. BUDGET/FINANCE CONSENT AGENDA

1-19. Approval of Various Consent Agenda Items

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, approving Consent Agenda Items 1 through 19, as follows, as amended to delete the verbiage “with two one year renewals” from Item 1: 

1. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County and American Facility Services, Inc., per the terms and conditions of PD 17-18.014, Resolicit Custodial Services for Various County Buildings, for one year, based on the following:

General Buildings (Facilities Management) - \$658,032
Libraries - \$111,660
Solid Waste - \$23,556
Road Department - \$11,940
Tax Collector - \$18,960
ECAT [Escambia County Area Transit - \$34,080

(Continued on Page 10)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

9. Taking the following action concerning a Change Order (CO) to Hammond Engineering, Inc., for the “Innerarity Point Road Area Drainage Improvements Project” (Funding Source: Fund 352, LOST [Local Options Sales Tax] III, Cost Center 210107, Object Code 56301, Project Number 14EN2592 - \$4,496; and Fund 352, LOST III, Cost Center 220102, Object Code 56301, Project Number 15NE3392 - \$3,750):

A. Authorizing the reallocation of funds from the Capital Improvement Program - Natural Resources Management Department LOST III funds, in the amount of \$50,000, from the Beach Haven Drainage Project, Fund 352, Cost Center 220102 Project Number 15NE3392, to the Innerarity Point Living Shoreline Project, Fund 352, Cost Center 220102; and

B. Authorizing the County Administrator to execute the following Change Order to Hammond Engineering, Inc., for the “Innerarity Point Road Area Drainage Improvements Project”:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$8,246.00
Vendor:	Hammond Engineering, Inc.
Project Name:	Innerarity Point Road Area Drainage Improvements Project
Contract:	PD 02-03.79.46.14.ENG
Purchase Order Number:	131180
CO Number:	5
Original Award Amount:	\$35,440.00
Cumulative Amount of Change Orders Through this CO:	\$40,906.50
New Contract Total:	\$76,346.50



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17127

County Administrator's Report 8. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/18/2019

Issue: Approval to Issue Fiscal Year 2019/2020 Purchase Order in Excess of \$25,000

From: JOHN DOSH, Interim Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval to Issue a Fiscal Year 2019/2020 Purchase Order, in Excess of \$25,000, for the Public Safety Department - John Dosh, Interim Public Safety Department Director

That the Board, for the Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, based upon previously-awarded Contracts or annual requirements for the Public Safety Department, as follows:

Vendor	Amount	Contract Number	
A.	Key Ford Vendor Number: 233900 Blanket Purchase Order for Apparatus Repair & Maintenance Fund: 143 (Fire Services) Cost Center: 330206	\$30,000	Blanket Purchase Order
B.	Specialty Products Vendor Number: 194701 Blanket Purchase Order for Engine Bay Door Repairs Fund: 143 (Fire Services) Cost Center: 330206	\$35,000	Blanket Purchase Order

C.	Stryker Sales Corporation Vendor Number: 195684 Annual AED Service Agreement Fund: 143 (Fire Services) Cost Center: 330206	\$48,984	Original Equipment Manufacturer
D.	Communication Engineering Services (Local Motorola Provider) Vendor: 034300 Blanket Purchase Order Portable Radio Fund: 143 (Fire Services) Cost Center: 330206	\$31,000	NASPO Value Point Contract Contract Number 06913 Motorola Solutions Inc.

[Funding: Fund 143, Fire Services, Cost Center 330206, Fire Rescue]

BACKGROUND:

Issuance of this Purchase Order is necessary to ensure continuity of mission critical services by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department.

The blanket Purchase Orders are exclusively for the use of Escambia County Public Safety Department in its daily operations. The County shall be charged according to the applicable Contract price schedule or a preferred vendor status with the lowest prices usually extended to most favored customers.

Request for quotes were requested on Vendor Registry for both apparatus repair and garage door repairs in which resulted in multiple quotes.

The NASPO Value Point Contract, is a national competitively solicited purchasing cooperative, Contract Number 06913 was awarded for Public Safety Communication Equipment to Motorola Solutions under the Authority of the State of Washington.

BUDGETARY IMPACT:

Funding: Fund 143 Fire Services, Cost Center 330206, Fire Rescue

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchase and Contracts. Per the guidance received at the October 3, 2019, Board Meeting, all purchases over \$25,000 must have BCC approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order.

Attachments

Fleet Maintenance rate list

Bay Doors Price List

Stryker Service Plan Renewal

	Ward International Trucks	Knowles Onsite	Empire Truck	World Ford	Sunbelt Fire
Labor Rate For Repairs	72.00	99.00	140.00	100.00	120.00
Labor Rate For PM	63.00	99.00	80.00	100.00	85.00

Purchases orders will be issued to each vendor to support Fire Services repair and maintenance needs. It is important to have open PO's with each vendor depending on the apparatus make and model. Each vendor offer a level of expertise pertinent to the Department needs.



9/6/2019

Escambia County Fire & Rescue
6575 N. W Street
Pensacola, FL 32505
Attn: John Pearson

RE: Empire Truck Sales – Pensacola, Florida – Hourly rates

Mr. Pearson,

We appreciate the opportunity to continue serving the Escambia County Fire/Rescue Apparatus fleet. For the period requested (Oct. 1, 2019 – Sept. 31, 2020) our posted labor rates are as follows.

Preventative Maintenance: \$80 per hour

Mechanical Repair: \$140 per hour

Electrical Troubleshooting and Repair: \$150 per hour (requires \$30 computer fee)

A/C Troubleshooting and Repair: \$150 per hour (requires \$30 machine fee)

To my knowledge, the information above is true and correct. We will honor these prices for your account for the stated period, regardless of any rate changes that may occur. We will continue to supply estimates after diagnosis has been made and as always, you have the right to approve or decline repairs as you see fit.

It is always our intention to give preference to emergency service vehicles and expedited their repairs so that they may return to service within our communities.

Please let me know if you have any questions or if there is anything else we can do for you.

Sincerely,


Dan Nynas

Service Director

Empire Truck Sales

850-316-9000 office

218-310-6056 cell

dan.nynas@empiretruck.com

John M. Pearson

From: Jason Blazier <jason@knowlesonsite.com>
Sent: Thursday, September 05, 2019 1:16 PM
To: John M. Pearson
Subject: LABOR RATE

To whom it may concern,

Labor rate for the new fiscal year October 1, 2019 to September 31, 2020 for Escambia County will be \$99.00 per hour for all repairs, PM work, service calls, etc...

Thanks,

Jason Blazier

Knowles On Site Repair

Work 850-466-2233

Cell 850-261-5163

Fax 850-466-5726

To Whom it may Concern:

Thank you for allowing SunbeltFire to serve your departments. Our current posted labor rates are as follows:

Shop Labor Rate: \$120.00

Field Service Rate: \$125.00

PM Maintenance Rate: \$85.00

This will cover the Physical year Oct. 1, 2019 – Sept. 31, 2020. Thank you for everything you do and looking forward to serving you in the future.

Sincerely,

Travis Agee (Service Manger)

tagee@sunbeltfire.com

C: (251) 263-2996

O: (251) 929-9519



Escambia County Fire (account number 25548)

Ward International Trucks provides the following for Escambia County Fire, account number 25548;

- Maintenance and repairs
- Factory trained and certified technicians by International, Cummins, Bendix Brake Systems, Meritor Brake Systems, Allison Transmissions & Eaton Fuller Transmissions.
- International factory trained HVAC technicians
- Warranty dealer for International Trucks, Cummins Engines, Meritor & Bendix Brake Systems, Spicer Axles, Eaton Fuller Transmissions and Allison Transmissions
- Any OEM components that we replace is covered by a minimum of a 1 year warranty on parts and labor
- Escambia County EMS requires OEM part replacement only
- All specialty tools to make repairs on International Trucks, Cummins Engines, Allison Transmissions, Eaton Transmissions, Bendix Brake Systems and Meritor Brake Systems
- Direct contact with International Technical Services and Cummins Technical Services for diagnostic and repair support
- We have the ability to order body components directly from Horton
- We performed all wheel alignments and front end speed balancing as well as steering and suspension repairs.
- Proprietary diagnostic software for International Engines, Cummins Engines, Eaton Transmission, Allison Transmission & Meritor Brake Systems.
- Certified in house DPF & DOC testing and cleaning equipment
-

- Labor rate for repairs is currently \$72.00 an hour from October 1st 2019 to September 30 2020 which is reduced from \$139 an hour
- The labor rate is reduced from \$139 an hour to \$63 an hour for preventive maintenance services



09/06/2019

Current Labor Rates for World Ford Pensacola

To whom it may concern:

Our Labor Rate for Diesel Vehicles is \$152.95 per hour

Our Labor Rate for Gasoline Vehicles is \$142.00 per hour

For Escambia County we will perform general repairs for between \$100.00 and \$120.00 per hour a discounted rate effective 10/01/2019-09/31/2020.

A handwritten signature in black ink, appearing to read "Jason McDonald". The signature is fluid and cursive, with a large loop at the end.

Jason McDonald
General Manager
World Ford Pensacola
850-266-2154

A GROUP 1 AUTOMOTIVE COMPANY

NYSE Member

6397 Pensacola Boulevard • Pensacola, FL 32505 • Phone: 850.476.9050 • Fax: 850.266.2180

www.worldfordpensacola.com

	Overhead Door	Specialty Products, Inc
Labor Rate	90.00	85.00
Markup	50%	0%

The Genuine. The Original.



Overhead Door Company of the Emerald Coast

A Division of Automated Door Ways, Inc.

6447 Hwy 90
Milton, FL 32570

<i>Customer</i>
Escambia County

<i>Job Location</i>
Fire Rescue QUOTE # FIRE-09232019

This proposal is valid for 60 days from the date issued.

<i>Salesperson</i>	<i>Sales Location</i>	<i>Terms</i>
Mickey Connell	Pensacola, FL	

<i>Qty</i>	<i>Description</i>
------------	--------------------

HOURLY RATE FOR 2 MEN AND TRUCK \$90.00 PER HOUR
PARTS MARKUP PERCENTAGE 50% MARKUP

Total Price:

I accept this proposal:

Authorized Signature

WARRANTY: One Year Parts & Labor

Quote excludes:

Power to the operators and push buttons
any conduit and wire

Specialty Products, Inc.

2325 WEST CERVANTES ST.
PENSACOLA, FL 32505
PHONE: 850-438-4264
FAX: 850-433-9648

Estimate

Date	Estimate No.
9/23/2019	8998

Name/Address

ESCAMBIA COUNTY FIRE DEPT
6575 N. W. ST
PENSACOLA, FL 32505

Job Site

475-5558 DIANA FOR A/

Description	Qty	Rate	Total
<p>REF VENDOR REGISTRY QUOTE #- FIRE-09122019 LABOR COSTS FOR SERVICING ALL ESCAMBIA COUNTY FIRE DEPARTMENT STATION OVERHEAD BAY DOORS IS \$85 PER HOUR, WHICH INCLUDES ONE SPECIALTY PRODUCTS SERVICE TRUCK AND TWO TECHNICIANS ON SITE.</p> <p>IF ANY PARTS OR MATERIALS ARE NEEDED A QUOTE WILL BE PROVIDED FOR THE ADDITIONAL COST(S), AND PRICED AT WHOLESALE WITH NO ADDITIONAL MARK-UPS.</p> <p>THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS; WE LOOK FORWARD TO WORKING WITH YOU!</p>			
Total			\$0.00

3% Credit Card Processing Fee

**Quote is valid for 120 days from
original quote date.**



Stryker.
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A
www.strykeremergencycare.com
tel (800) 442.1142
fax (800) 772.3340

Quote Number 00186449
Create Date 7/30/2019 3:42 PM
Quote Expiration Date 10/29/2019
Quote Consultant Buddy Forest
 678-326-0594
 EAVV65

Service Plan Quote

Account: 17698501	Service Plan Detail																		
Craig Ammons ESCAMBIA CTY FIRE & RESCUE 6575 N W ST PENSACOLA, FL 32505 (850) 471-6523 cammons@myescambia.com	<table> <tr> <td>Type</td> <td>Renewal</td> </tr> <tr> <td>Service Plan Start Date</td> <td>10/01/2019</td> </tr> <tr> <td>Service Plan End Date</td> <td>09/30/2020</td> </tr> <tr> <td>Reference Plan</td> <td>DS024995</td> </tr> <tr> <td>Billing Frequency</td> <td>Annual</td> </tr> <tr> <td>Terms</td> <td>All quotes subject to credit approval and the following terms and conditions</td> </tr> <tr> <td>Net Terms</td> <td>NET 30</td> </tr> <tr> <td>Promotion</td> <td></td> </tr> <tr> <td>Coverage Details-Brochure</td> <td>https://www.strykeremergencycare.com/globalassets/assets/general-documents/procare_ec_lifepak_lucas_sell_sheet.pdf</td> </tr> </table>	Type	Renewal	Service Plan Start Date	10/01/2019	Service Plan End Date	09/30/2020	Reference Plan	DS024995	Billing Frequency	Annual	Terms	All quotes subject to credit approval and the following terms and conditions	Net Terms	NET 30	Promotion		Coverage Details-Brochure	https://www.strykeremergencycare.com/globalassets/assets/general-documents/procare_ec_lifepak_lucas_sell_sheet.pdf
Type	Renewal																		
Service Plan Start Date	10/01/2019																		
Service Plan End Date	09/30/2020																		
Reference Plan	DS024995																		
Billing Frequency	Annual																		
Terms	All quotes subject to credit approval and the following terms and conditions																		
Net Terms	NET 30																		
Promotion																			
Coverage Details-Brochure	https://www.strykeremergencycare.com/globalassets/assets/general-documents/procare_ec_lifepak_lucas_sell_sheet.pdf																		
Notes																			
Service plan customers receive 15% discount on Accessories and Disposables.																			

Product	Start Date	End Date	Qty	Term List Price	Disc %	Annual Net Price Per Unit	Term Net Price Per Unit	Extended Term Net Price
LP15-PCPVOS-1	10/01/2019	09/30/2020	5	1,800.00	0.00	1,800.00	1,800.00	9,000.00
LP1000-PCPVOS-1	10/01/2019	09/30/2020	68	588.00	0.00	588.00	588.00	39,984.00

* Denotes Proration
 Product Descriptions provided below signature line.

Subtotal	USD 48,984.00
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
Grand Total	USD 48,984.00
Pricing Summary Totals	
List Price Total	USD 48,984.00
Total Discount	USD 0.00
Estimated Tax + S&H	USD 0.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

GRAND TOTAL FOR THIS QUOTE
 USD 48,984.00

Please provide a company issued Purchase Order that includes Billing and Shipping Address.

PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address <input type="checkbox"/> same as address on quote	Shipping Address <input type="checkbox"/> same as Billing Address
Account Name	Account Name
Address	Address
City	City
State	State
Zip Code	Zip Code
Accounts Payable Contact Information	
Accounts Payable Contact	Accounts Payable Phone Number
Accounts Payable Email	Customer is Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No
Authorized Customer Signature	
Name	Signature
Title	Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number LS/17698501/213335 /00186449

Product	Product Description
LP15-PCPVOS-1	LIFEPAK15 Service - 1 YEAR. On-site ProCare Prevent Coverage for LIFEPAK 15 Includes: -Services performed at customer's location by a Stryker Technical Specialist -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service
LP1000-PCPVOS-1	LIFEPAK1000 Service - 1 YEAR. On-site ProCare Prevent Coverage. On-site ProCare Prevent Coverage for LIFEPAK 1000 Includes: -Services performed at customer's location by a Stryker Technical Specialist - Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories and disposables - Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service -Replacement of adult electrodes at scheduled time of service due to expiration or failure.

Service Plan Summary

List of covered equipment by location will be provided upon Customer's signature of this quote.

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at https://www.strykeremergencycare.com/globalassets/assets/general-documents/device_warranty_statement.pdf. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy

of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.strykeremergencycare.com/service--support-overview/service-hospitals-ems/> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17121

County Administrator's Report 8. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/18/2019

Issue: Microsoft Enterprise Services Work Order

From: Bart Siders, Department Director

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Microsoft Enterprise Services Work Order - William "Bart" Siders, Information Technology Department Director

That the Board take the following action concerning the Microsoft Enterprise Services Work Order, which will allow the Board of County Commissioners, Clerk of Court, Tax Collector, Supervisor of Elections, State Attorney's Office, and Sheriff's Office to leverage their Microsoft resources more effectively. The support components provided are: dedicated support account management, proactive service support, reactive service support, and a cyber response team. We will be able to easily collaborate with Microsoft experts, prevent and manage risks both on-premise and in Office 365 and Azure, and receive recommendations tailored to our environments:

A. Approve and authorize the Chairman to sign the Microsoft Enterprise Services Work Order;

B. Authorize the County to award a Purchase Order, in the amount of \$89,931, to Microsoft Corporation, State of Florida Contract # 43230000-15-01; and

C. Authorize the Chairman, Vice Chairman, or County Administrator to execute all future documents related to this service work order without further action of the Board.

[Funding: The funds are available in the current Budget, Fund 001, General Fund, Cost Center 270102]

BACKGROUND:

The Information Technology departments for the Board of County Commissioners, Clerk of Court, Tax Collector, Supervisor of Elections, State Attorney's Office, and Sheriff's Office all utilize Microsoft technology for their core services. Many of these constitutions have started using Office 365 and Azure, which allows for more security and disaster recovery. Due to the limitations of staff time and training, we are not able to get the most out of the Microsoft technologies that we utilize. It is a must for us to have access to microsoft engineers, who specialize in the products we use. It would also be more cost effective for the constitutions to work together to obtain a service work order with Microsoft to have access to these type of engineering resources instead of having to hire specialized engineers.

BUDGETARY IMPACT:

The funds are available in the current year, General Fund 001, Cost Center 270102.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has approved the Microsoft Enterprise Services Work Order for form and legal sufficiency.

PERSONNEL:

No additional personnel are anticipated for the implementation of this Microsoft Enterprise Services Work Order.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provision of the Code of Ordinance of Escambia County, Florida, 1999 Chapter 46, Article II, Division 3, Section 87-901, Purchases and Contracts and F.S. 255-20.

IMPLEMENTATION/COORDINATION:

The Information Technology Department will coordinate efforts on behalf of the County.

Attachments

Microsoft Enterprise Services Work Order

2018 Microsoft Service Agreement and Services Work Order

Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)
Work Order Number

DORV1912-260234-308110

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement (MSA) reference U7092545, effective as of 11/6/2018 (the "Agreement"), the provisions of the Support Services Description applicable to the Support Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer	Microsoft Affiliate
Name of Customer (please print) FL-County of Escambia	Name Microsoft Corporation
Signature	Signature
Name of person signing (please print) Lumon J. May	Name of person signing (please print)
Title of person signing (please print) Chairman, Escambia County BOCC	Title of person signing (please print)
Signature date	Signature date (effective date)
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)	

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By: _____
Deputy Clerk

By/Title: *Kristin D. Hual, SACA*

Date: 10-31-2019

Customer invoice information		
Name of Customer FL-County of Escambia		Contact Name (Receives invoices under this Work Order) Veronica Fountain
Street Address 221 Palafox Place, Suite 210		Contact E-Mail Address it_contracts@myescambia.com
City Pensacola	State/Province Florida	Phone 850-595-4990
Country United States	Postal Code 32502-5835	Fax

1. Support Services and Fees.

1.1. Term.

Microsoft Enterprise Support Services will commence on 12/15/2019 (the "Support Commencement Date") and will expire on 12/14/2020 (the "Support Expiration Date").

1.2. Description of the Services.

Please refer to the current Support Services Description ("SSD") which will be incorporated by reference and is published by Microsoft from time to time at <http://www.microsoft.com/en-us/microsoftservices/PubSec-support-services-description>. The support services you purchase under this agreement may be updated from time to time and that update will supersede any services previously listed.

Services by Support Location

FL County of Escambia 2019 20 US SLG Southeast 12/15/2019 12/14/2020		
Quantity	Service	Service Type
Included	Advanced Advisory Support Hours As-needed	Advisory Services
1 ea	Advanced Built-in Proactive Services <ul style="list-style-type: none"> Advanced Built-in Proactive Services - Generic 	Administrative
Included	Advanced Problem Resolution Hours As-needed	Problem Resolution Support
Included	Advanced Service Delivery Management	Service Delivery Management
1 ea	Modern Service Management - Cloud Success Plan Generic	IT Service Management
Included	On-demand Assessment	On-Demand Assessment

1 ea	On-Demand Assessment - Setup and Config Service	On-Demand Assessment
Included	On-demand Education	On-Demand Education
Included	Online Support Portal	Administrative
20 ea	Reactive Enabled Contacts	Problem Resolution Support
Included	Webcasts As-Needed	Webcast

FL County of Escambia Advanced Support Add on 2019 20 US SLG Southeast 12/15/2019 12/14/2020		
Quantity	Service	Service Type
1 ea	Onsite Visit	Onsite Support
76 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

1.3. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable prepaid service. Microsoft must receive Customer purchase order or payment before Microsoft commences or continues, as applicable, provision of Microsoft Support Services. If Customer issues a purchase order, Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date	Fee USD
FL-County of Escambia-2019-20	12/15/2019	78,961
FL-County of Escambia Advanced Support Add-on-2019-20	12/15/2019	10,970
Subtotal		89,931
Total Fees (excluding taxes)		89,931

Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released and generally available Microsoft products, and cloud services subscriptions by Customer in Appendix A.

1.4. Customer Named Contacts. Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator Bart Siders		
Street Address 221 Palafox Place, Suite 210		Contact E-Mail Address IT_contracts@myescambia.com
City Pensacola	State/Province Florida	Phone 850-595-4990
Country United States	Postal Code 32502-5835	Fax

Use, ownership, rights, and restrictions.

1.5. Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (<http://www.microsoft.com/licensing/contracts> or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

1.6. Fixes

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

1.7. Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

1.8. Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

1.9. Affiliates' rights.

"Affiliate" means any government agency, department, office, instrumentality, division, unit or other entity of Customer's state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within Customer's state jurisdiction and geographic boundaries; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

1.10.Restrictions on use.

Customer must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

1.11.Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft contact name	
Brad Hanson	
Phone	Contact e-mail address
(701) 4926601	Brad.Hanson@microsoft.com

Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number
ESCAMBIA COUNTY CLERK OF COURT	Enterprise 6	68905166
ESCAMBIA COUNTY SUPERVISOR OF ELECTRONICS	Select Plus	8064502
ESCAMBIA COUNTY CLERK OF COURT	Select Plus	8064502
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	Select Plus	8064502
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	Enterprise 6	83277094
ESCAMBIA COUNTY PROPERTY APPRAISER	OPEN	96348090ZZL1801
ESCAMBIA COUNTY PROPERTY APPRAISER	OPEN	97441454ZZL1809
ESCAMBIA COUNTY SHERIFF'S OFFICE	Enterprise 6	75048981

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

VENDOR
 V0000577
 MICROSOFT CORPORATION
 ONE MICROSOFT WAY
 REDMOND WA 98052

SHIP TO
 INFORMATION RESOURCES/DATA PROCESS
 ESC. COUNTY COURTHOUSE, 2ND FLOOR
 221 PALAFOX PLACE, SUITE 210
 PENSACOLA FL 32502
 ATTN: SHAWN FLETCHER

ORDER DATE: 01/14/19	BUYER: JEFFREY LOVINGOOD	REQ. NO.: 19000980	REQ. DATE: 01/10/19
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TERMS: NET 30 DAYS	F.O.B.: PRE PAY AND ADD	DESC.: THIS PO WILL REPLACE PO #
--------------------	-------------------------	----------------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	MICROSOFT MASTER SERVICE AGREEMENT AND MICROSOFT ENTERPRISE SERVICES WORK ORDER TO LEVERAGE THE BCC, STATE ATTORNEY'S OFFICE, SHERIFF'S, AND TAX COLLECTOR. THEIR MICROSOFT	84439.0000	84,439.00
02	1.00	LOT	RESOURCES MORE EFFECTIVELY. STATE OF FLORIDA CONTRACT #43230000-15-02 BCC APPROVED 12/06/18 (FUNDS INFORMATION FOUND ON THE SERVICE WORK ORDER PAGE 3 OF 6	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	84,439.00
				TOTAL \$	84,439.00

01	270102	53101	84,439.00	
02	270102	53101	.00	

APPROVED BY *Jeffrey Lovingood* 1/18/19 BR
 Original Purchase Order



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15248

County Administrator's Report 14. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2018

Issue: Microsoft Master Services Agreement

From: Shawn Fletcher, IT Director

Organization: Information Technology

CAO Approval: *Ad*

RECOMMENDATION:

Recommendation Concerning the Microsoft Master Services Agreement - Shawn P. Fletcher, Information Technology Department Director

That the Board take the following action concerning the Microsoft Master Services Agreement in which this Agreement will allow the Board of County Commissioners, Clerk of Court, Tax Collector, Supervisor of Elections, State Attorney's Office, and Sheriff's Office to leverage their Microsoft resources more effectively. The support components provided are dedicated support account management, proactive service support, reactive service support, and a cyber response team. We will be able to easily collaborate with Microsoft experts, prevent and manage risks both on-premise and in Office 365 and Azure, and receive recommendations tailored to our environments:

A. Approve and authorize the Chairman to sign the Microsoft Master Services Agreement and Work Order;

B. Authorize the County to award a Purchase Order, in the amount of \$84,439, to SHI International Corporation, as the authorized reseller for Microsoft Corporation State of Florida Contract 43230000-15-02; and

C. Authorize the Chairman, Vice Chairman, or County Administrator to execute all future documents related to this service agreement without further action of the Board.

[Funding: The funds are available in the current Budget, Fund 001, General Fund, Cost Center 270102]

BACKGROUND:

**SEE PAGES 18-31 FOR THE SIGNED MICROSOFT
MASTER SERVICES AGREEMENT**

The Information Technology departments for the Board of County Commissioners, Clerk of Court, Tax Collector, Supervisor of Elections, State Attorney's Office, and Sheriff's Office all utilize Microsoft technology for their core services. Many of these constitutional have started using Office 365 and Azure, which allows for more security and disaster recovery. Due to the limitations of staff time and training, we are not all able to get the most out of the Microsoft technologies that we utilize. It would be very beneficial for us to all have access to engineers, who specialize in the products we use. It would also be more cost effective for the constitutional to work together to obtain an agreement with Microsoft to have access to these type of engineering resources instead of having to hire specialized engineers.

BUDGETARY IMPACT:

The funds are available in the current year, General Fund 001, Cost Center 270102.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has approved the Master Service Agreement for form and legal sufficiency.

PERSONNEL:

No additional personnel are anticipated for the implementation of this Master Service Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinance of Escambia County, Florida, 1999 Chapter 46, Article II, Division 3, Section 87-901, Purchases and Contracts and F.S. 255-20.

IMPLEMENTATION/COORDINATION:

The Information Technology Department will coordinate efforts on behalf of the County.

Attachments

Microsoft MSA

Microsoft Enterprise Svcs Work Order

**Microsoft Master Services Agreement
State and Local Government & Public Educational Institutions**

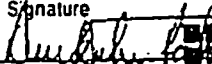
Microsoft Master Services Agreement Number : 1, 1
Microsoft Affiliate to complete

This Microsoft Master Services Agreement ("Agreement") is entered into between the following entities as of the Effective Date identified below. This Agreement is comprised of this cover page and the attached terms and conditions, the terms of which are incorporated herein by this reference.

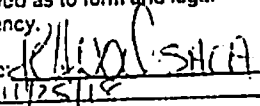
This Agreement contains terms of the relationship between Customer (the entity signing the Agreement and its Affiliates) and Microsoft Corporation (the Microsoft Affiliate signing below and its Affiliates). If Customer contracts for Professional Services from Microsoft under this Agreement, the specific terms of those transactions will be contained in this Agreement and any Statement of Services incorporating the terms of this Agreement.

If the first Statement of Services entered into under this Agreement is given an effective date that is earlier than the Effective Date of this Agreement, the Effective Date of this Agreement will be that earlier date for the purposes of that Statement of Services.

By signing below, each party acknowledges that it has read and understood the terms of this Agreement and agrees to be bound by these terms.

Customer	Microsoft Affiliate
Name of Customer (please print) County of Escambia	Name Microsoft Corporation
Signature	Signature  Microsoft
Name of person signing (please print) Lumon J. May	Name of person signing (please print) Microsoft Corporation
Title of person signing (please print) Chairman, Board of County Commissioners	Title of person signing November 2018
Signature date	Signature date Amy Buchanan Rodriguez Duty Authorized on behalf of Microsoft Corporation
Effective Date (may be different than Signature Date) 11/5/2018	

Approved as to form and legal
sufficiency.

By/Title:  SHCA
Date: 11/2/2018

Contact information. Each party will notify the other in writing if any of the information in the following table changes. The * indicates required fields. By providing contact information, Customer consents to its use for purposes of administering this Agreement by Microsoft, Microsoft's Affiliates, and other parties that help Microsoft administer this Agreement.

Customer		
Name of Customer * County of Escambia		Contact Name *(This person receives notices under this Agreement pursuant to Section 10a (Notices)) Shawn Fletcher
Street Address * 221 Palafox Place, Suite 210		Contact Email Address * server_support_staff@myescambia.com
City * Pensacola	State/Province * FL	Phone 850-595-4990
Country * United States	Postal Code * 32502	Fax
Microsoft		
Notices to Microsoft should be sent to (Microsoft Affiliate to complete)		Copies should be sent to:
Kevin Hartley, Esq Microsoft Corporation 5404 Wisconsin Avenue Chevy Chase, MD 20515		Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Services Attorney (425) 936-7329 fax

Terms and Conditions

1. Definitions. In this Agreement, a "party" or "parties" means Customer and/or Microsoft as the context requires. In addition, the following definitions apply:

"Affiliate" means (i) with regard to Customer, any government agency, department, office, instrumentality, division, unit or other entity of Customer's state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within Customer's state jurisdiction and geographic boundaries; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and (ii) with regard to Microsoft, any legal entity that Microsoft owns, which owns Microsoft, or which is under common ownership with Microsoft. "Ownership" means more than 50% ownership;

"Contractor(s)" means any third party supplier or other provider of computer technology or related services;

"Customer" means the legal entity that has entered into this Agreement;

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates in connection with Professional Services;

"Developments" means any computer code or materials (other than Products, Fixes or Pre-Existing Work) developed by Microsoft or in collaboration with Customer which is provided to Customer in the course of performance of a Statement of Services;

"Fix" or "Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or that Microsoft provides to Customer when performing Professional Services to address a specific issue (such as workarounds, patches, bug fixes, beta fixes and beta builds);

"Joint Ownership" means each party has the right to independently exercise any and all rights of ownership now known or hereinafter created or recognized, including without limitation the rights to use, reproduce, modify and distribute the Developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties;

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement and its Affiliates;

"Online Services" means the Microsoft-hosted services identified as Online Services in the Microsoft Product Terms;

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time;

"Pre-Existing Work" means any computer code or materials developed or otherwise obtained independently of the efforts of a party under a Statement of Services;

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions;

"Product Terms" means the document that provides information about Microsoft Products. The Product Terms document is published on the Volume Licensing Site and is updated from time to time;

"Professional Services" means all Product support services and Microsoft consulting services or advice provided to Customer under this Agreement. "Professional Services" or "services" does not include Online Services;

"Service Deliverables" means any computer code or materials, other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft's performance of the Professional Services;

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services or Services Deliverables, but Software may be part of an Online Service;

"Statement of Services" means any work orders, services descriptions, or other description of Professional Services that incorporates this Agreement;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

"use" or "run" means to copy, install, use, access, display, run or otherwise interact with;

"Use Rights" means, with respect to any Product licensing program, the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms;

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Services.** The precise scope of the Professional Services will be specified in a Statement of Services. Customer or any of Customer's Affiliates may enter into Statements of Services under this Agreement with Microsoft's local Affiliates. Microsoft's ability to deliver the Professional Services depends upon Customer's full and timely cooperation, as well as the accuracy and completeness of any information Customer provides. This Agreement does not obligate either party or its Affiliates to enter into any Statements of Services.

3. **Use, ownership, rights and restrictions.**

a. **Products.** Unless otherwise specified in a license agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement. Customer is responsible for paying any licensing fees associated with Products. Notice: Products will not be purchased under this Agreement.

b. **Fixes and Services Deliverables.**

i. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business use. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in a licensing agreement.

Pre-Existing Work. All rights in Pre-Existing Work will remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services. Upon payment in full and subject to Customer's compliance with this Agreement, Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (excluding object code) any Microsoft Pre-Existing Work provided as part of a Service Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes.

ii. **Developments.** Upon payment in full Microsoft grants Customer Joint Ownership in any Developments, except as may be otherwise explicitly agreed to in a Statement of Services. Customer agrees to exercise its rights in Developments solely for its internal business operations only and may not otherwise resell or distribute the Developments. Each party shall be the sole owner of any modifications that it makes based upon the Developments.

- iii. Affiliates rights.** Customer may only sublicense its rights to the Services Deliverables and Sample Code granted hereunder to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Agreement.
- c. Non-Microsoft software and technology.** Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Agreement.
- d. Sample Code.** Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of Illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.
- e. Restrictions on use.** Customer must not (and is not licensed to) (1) reverse engineer, de-compile or disassemble any Product, Fix or Service Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Agreement or a Statement of Services, Customer must not distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.
- f. Reservation of Rights.** Products, Fixes, and Service Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel.
- g. Supportability of Products.** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at <http://support.microsoft.com> or a successor site.
- 4. Confidentiality.** Subject to the requirements of your public records and trade secret laws (if any):

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, and the terms of this Agreement. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of this Agreement and any Statement of Services.

Confidential Information does not include information that (a) becomes publicly available without a breach of this Agreement, (b) the receiving party received from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, Contractors, advisors, and consultants ("Representatives") and then only on a need-to-know basis, under non-disclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or Trade Secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply for a period of five years after the confidential information is received.

5. Compliance with applicable laws, privacy and security.

- a. Customer consents to processing personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected through Professional Services (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its Contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention and processing of personal data from the European Economic Area and Switzerland.
- c. **U.S. Export.** Microsoft Products, Fixes and Services Deliverables are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft Products, services, and technologies.

6. Warranties.

- a. **Limited warranties and remedies – Professional Services.** Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days of date of the Professional Services were performed, then Microsoft will, at its discretion, either re-perform the Professional Services or return the price paid for them. These remedies are Customer's sole remedies for breach of warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.
- b. **Exclusions.** The warranties in this section do not cover problems caused by accident, abuse or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release or beta Products or to components of Products that Customer is permitted to redistribute. **DISCLAIMER.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of merchantability, fitness for a particular purpose, title and non-infringement.

7. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that any Fix or Services Deliverable made available by Microsoft for a fee and used within the scope of Section 3 of this Agreement (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, or trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Fix or Services Deliverable with a functional equivalent; or (2) terminate Customer's intellectual property rights and refund any fees paid for such Services Deliverable(s). Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product, Fix or Services Deliverable after being notified to stop due to a third party claim.

By Customer. To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that Customer's use of any Fix or Services Deliverable alone or in combination with anything else, violates the law or damages a third party.

8. Limitations of liability.

Each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Statement of Services during the term of the Statement of Services, subject to the following.

- a. **Free Professional Services and Distributable Code.** For Professional Services provided free of charge and code that Customer is authorized to redistribute to third parties without a separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5000.
- b. **Exclusions.** In no event will either party be liable for any indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue or interruption of business, however caused or on any theory of liability.
- c. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

9. Term and termination. This Agreement will remain in effect until terminated.

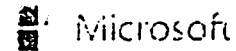
Either party may terminate this Agreement at any time without cause by giving the other party at least 60 calendar days prior written notice. Terminating this Agreement will not affect any existing Statements of Services, but will terminate the ability of the parties to enter into subsequent Statements of Services

Customer may terminate a Statement of Services upon 30 days' notice. Either party to the Statement of Services may terminate it if the other party is in material breach or default of any obligation that is not cured within 30 calendar days notice of such breach. Microsoft may terminate a Statement of Services if Customer fails to pay any invoice that is more than 60 days outstanding. Customer agrees to pay all fees for Professional Services performed and expenses incurred prior to termination and any additional amounts that may be specified in a Statement of Services. Upon Microsoft's receipt of payment for the Professional Services, Customer's interests in the Services Deliverables will vest.

10. Miscellaneous.

- a. **Notices.** Notices must be sent to the address on the signature page of this Agreement or on an applicable Statement of Services. All notices, authorizations, and requests given or made in connection with this Agreement must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by the Customer. Emails will be treated as delivered on the transmission date.
- b. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.
- c. **Applicable law; dispute resolution.** This Agreement together with the applicable Statement of Services will be governed by the laws of Customer's state, without giving effect to its conflict of law

- provisions. Disputes relating to this Agreement will be subject to applicable mandatory dispute resolution statutes and regulations of Customer's state.
- d. **Severability.** If any provision of this Agreement is held to be unenforceable, the balance of the Agreement will remain in full force and effect.
 - e. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be made in writing and signed by an authorized representative of the waiving party.
 - f. **Survival.** All provisions survive termination or expiration of this Agreement, except those requiring performance only during the term of a Statement of Services.
 - g. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.
 - h. **Microsoft as independent contractor.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.
 - i. **Use of Contractors.** Microsoft may use Contractors to perform Professional Services, but will be responsible for their performance subject to the terms of this Agreement.
 - j. **Insurance while performing Professional Services on Customer's premises.** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this Agreement via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.
 - k. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights in accordance with the terms of this Agreement. Any additional or conflicting terms and conditions contained in Customer's purchase order are expressly rejected and will not apply.
 - l. **No transfer of ownership.** Microsoft does not transfer ownership rights in any Product. The Products are protected by copyright and other intellectual property rights, laws and international treaties.
 - m. **Professional Services payment terms.** Customer agrees to pay all fees in a Statement of Services within 30 days of the date of Microsoft's Invoice; unless the Statement of Services provides otherwise. Microsoft may assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly or the highest amount allowed by law on all past due amounts due to Microsoft. Microsoft will have no obligation to continue to provide Professional Services if Customer fails to make timely payment.
 - n. **Taxes.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.
 - o. **Calendar days.** Any reference in this Agreement to "day" will be a calendar day, except references that specify "business day."
 - p. **Cost or pricing data.** We will not, under any circumstances, accept any statement of services that would require the submission of cost or pricing data.
 - q. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.



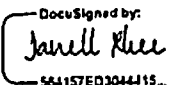
Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)
Work Order Number

DORV1812-205714-239555

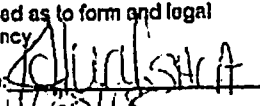
This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement (MSA) reference [redacted], effective as of [redacted] (the "Agreement"), the provisions of the Support Services Description applicable to the Support Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft," "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer	Microsoft Affiliate
Name of Customer (please print) FL-County of Escambia	Name Microsoft Corporation
Signature	Signature  564157E03044115...
Name of person signing (please print) Lumon J. May	Name of person signing (please print) Jane11 Rhee
Title of person signing (please print) Chairman, Board of County Commissioners	Title of person signing (please print) services solution sales specialist
Signature date	Signature date (effective date) 11/26/2018

Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

Approved as to form and legal sufficiency

By/Title: 
Date: 11/28/18

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Name of Customer FL-County of Escambia		Contact Name (Receives invoices under this Work Order) Veronica Fountain
Street Address 221 Palafox Place, Suite 210		Contact E-Mail Address it_contracts@myescambia.com
City Pensacola	State/Province Florida	Phone 850-595-4990
Country United States	Postal Code 32502-5835	Fax

1. Support Services and Fees.

1.1. Term.

Microsoft Enterprise Support Services will commence on 12/15/2018 (the "Support Commencement Date") and will expire on 12/14/2019 (the "Support Expiration Date").

2. Description of Services.

Please refer to the current Support Services Description ("SSD") which will be incorporated by reference and is published by Microsoft from time to time at www.microsoft.com/en-us/microsoftservices/PubSec-support-services-description. The support services you purchase under this agreement may be updated from time to time and that update will supersede any services previously listed.

Services by Support Location

Quantity	Service	Service Type
Included	Advanced Advisory Support Hours As-needed	Advisory Services
1 ea	Advanced Built-in Proactive Services <ul style="list-style-type: none"> Advanced Built-in Proactive Services - Generic 	Administrative
Included	Advanced Problem Resolution Hours As-needed	Problem Resolution Support
Included	Advanced Service Delivery Management	Service Delivery Management
Included	On-demand Assessment	On-Demand Assessment
Included	On-demand Education	On-Demand Education
Included	Online Support Portal	Administrative

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20 ea	Reactive Enabled Contacts	Problem Resolution Support
Included	Webcasts As-Needed	Webcast
FL-County of Escambia Add-on-2018-19 Microsoft Support Services 12/15/2018-12/15/2019		
4 ea	Onsite Visit	Onsite Support
10 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

2.1. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service. Microsoft must receive Customer purchase order or payment before Microsoft commences or continues, as applicable, provision of Microsoft Support Services. If Customer issues a purchase order, Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date	Fee USD
FL-County of Escambia-2018-19	12/15/2018	79,361
FL-County of Escambia Add-on-2018-19	12/15/2018	5,078
Subtotal		84,439
Total Fees (excluding taxes)		84,439

2.2. Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released and generally available Microsoft products, and cloud services subscriptions by Customer in Appendix A.

2.3. Customer Named Contacts.

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of your Customer Support Manager (CSM) Shawn Fletcher		
Street Address 221 Palafox Place, Suite 210		Contact E-Mail Address server_support_staff@myescambia.com
City Pensacola	State/Province Florida	Phone 850-595-4990
Country United States	Postal Code 32502-5835	Fax

3. Use, ownership, rights, and restrictions.

3.1. Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (<http://www.microsoft.com/licensing/contracts> or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

3.2. Fixes.

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

3.3. Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

3.4. Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

3.5. Affiliates' rights.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

3.6. Restrictions on use.

Customer must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

3.7. Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

4. Microsoft Professional Services Data Protection Addendum.

The Microsoft Professional Services Data Protection Addendum in effect on the effective date of this Work Order and available on the Volume Licensing Site at <https://aka.ms/ProfessionalServicesDPA> is incorporated herein by this reference.

5. Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Janell Rhee	
Phone	Contact E-Mail Address
(804) 560 5033	jarhee@microsoft.com

12/16/2018 CABII-9

**Microsoft Master Services Agreement
State and Local Government & Public Educational Institutions**

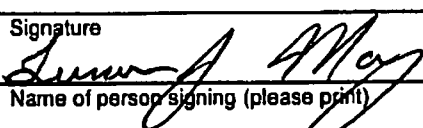
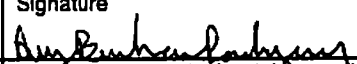

Microsoft Master Services Agreement Number
Microsoft Affiliate to complete

This Microsoft Master Services Agreement ("Agreement") is entered into between the following entities as of the Effective Date identified below. This Agreement is comprised of this cover page and the attached terms and conditions, the terms of which are incorporated herein by this reference.

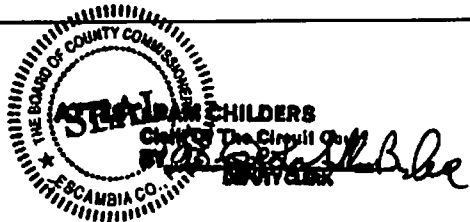
This Agreement contains terms of the relationship between Customer (the entity signing the Agreement and its Affiliates) and Microsoft Corporation (the Microsoft Affiliate signing below and its Affiliates). If Customer contracts for Professional Services from Microsoft under this Agreement, the specific terms of those transactions will be contained in this Agreement and any Statement of Services incorporating the terms of this Agreement.

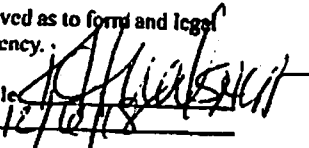
If the first Statement of Services entered into under this Agreement is given an effective date that is earlier than the Effective Date of this Agreement, the Effective Date of this Agreement will be that earlier date for the purposes of that Statement of Services.

By signing below, each party acknowledges that it has read and understood the terms of this Agreement and agrees to be bound by these terms.

Customer	Microsoft Affiliate
Name of Customer (please print) County of Escambia	Name Microsoft Corporation
Signature 	Signature 
Name of person signing (please print) LEON J. MAY	Name of person signing (please print) 
Title of person signing (please print) Chairman, Board of County Commissioners	Title of person signing (please print) Microsoft Corporation
Signature date 11/6/2018	Signature date (may be different than Effective Date) NOV 23 2018
	Amy Buchanan-Rodriguez Duly Authorized Representative of Microsoft Corporation
	Effective Date (may be different than Signature Date) 11/6/2018

Date: 12/13/2018 Verified By:  Date Executed: 12/13/2018



Approved as to form and legal sufficiency:
By/Title: 
Date: 12/13/2018

BCC Approved 12-06-2018

Contact Information. Each party will notify the other in writing if any of the information in the following table changes. The * indicates required fields. By providing contact information, Customer consents to its use for purposes of administering this Agreement by Microsoft, Microsoft's Affiliates, and other parties that help Microsoft administer this Agreement.

Customer		
Name of Customer * County of Escambia		Contact Name *(This person receives notices under this Agreement pursuant to Section 10a (Notices)). Shawn Fletcher
Street Address * 221 Palafox Place, Suite 210		Contact Email Address * server_support_staff@myescambia.com
City * Pensacola	State/Province * FL	Phone 850-595-4990
Country * United States	Postal Code * 32502	Fax
Microsoft		
Notices to Microsoft should be sent to (Microsoft Affiliate to complete): * Kevin Hartley, Esq. Microsoft Corporation 5404 Wisconsin Avenue Chevy Chase, MD 20815		Copies should be sent to: Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Services Attorney (425) 936-7329 fax

Terms and Conditions

1. Definitions. In this Agreement, a "party" or "parties" means Customer and/or Microsoft as the context requires. In addition, the following definitions apply:

"Affiliate" means (i) with regard to Customer, any government agency, department, office, instrumentality, division, unit or other entity of Customer's state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within Customer's state jurisdiction and geographic boundaries; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and (ii) with regard to Microsoft, any legal entity that Microsoft owns, which owns Microsoft, or which is under common ownership with Microsoft. **"Ownership"** means more than 50% ownership;

"Contractor(s)" means any third party supplier or other provider of computer technology or related services;

"Customer" means the legal entity that has entered into this Agreement;

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates in connection with Professional Services;

"Developments" means any computer code or materials (other than Products, Fixes or Pre-Existing Work) developed by Microsoft or in collaboration with Customer which is provided to Customer in the course of performance of a Statement of Services;

"Fix" or "Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or that Microsoft provides to Customer when performing Professional Services to address a specific issue (such as workarounds, patches, bug fixes, beta fixes and beta builds);

"Joint Ownership" means each party has the right to independently exercise any and all rights of ownership now known or hereinafter created or recognized, including without limitation the rights to use, reproduce, modify and distribute the Developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties;

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement and its Affiliates;

"Online Services" means the Microsoft-hosted services identified as Online Services in the Microsoft Product Terms;

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time;

"Pre-Existing Work" means any computer code or materials developed or otherwise obtained independently of the efforts of a party under a Statement of Services;

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions;

"Product Terms" means the document that provides information about Microsoft Products. The Product Terms document is published on the Volume Licensing Site and is updated from time to time;

"Professional Services" means all Product support services and Microsoft consulting services or advice provided to Customer under this Agreement. "Professional Services" or "services" does not include Online Services;

"Service Deliverables" means any computer code or materials, other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft's performance of the Professional Services;

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services or Services Deliverables, but Software may be part of an Online Service;

"Statement of Services" means any work orders, services descriptions, or other description of Professional Services that incorporates this Agreement;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

"use" or **"run"** means to copy, install, use, access, display, run or otherwise interact with;

"Use Rights" means, with respect to any Product licensing program, the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms;

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Services. The precise scope of the Professional Services will be specified in a Statement of Services. Customer or any of Customer's Affiliates may enter into Statements of Services under this Agreement with Microsoft's local Affiliates. Microsoft's ability to deliver the Professional Services depends upon Customer's full and timely cooperation, as well as the accuracy and completeness of any information Customer provides. This Agreement does not obligate either party or its Affiliates to enter into any Statements of Services.

3. Use, ownership, rights and restrictions.

a. **Products.** Unless otherwise specified in a license agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement. Customer is responsible for paying any licensing fees associated with Products. Notice: Products will not be purchased under this Agreement.

b. **Fixes and Services Deliverables.**

i. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business use. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in a licensing agreement.

Pre-Existing Work. All rights in Pre-Existing Work will remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services. Upon payment in full and subject to Customer's compliance with this Agreement, Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (excluding object code) any Microsoft Pre-Existing Work provided as part of a Service Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes.

ii. **Developments.** Upon payment in full Microsoft grants Customer Joint Ownership in any Developments, except as may be otherwise explicitly agreed to in a Statement of Services. Customer agrees to exercise its rights in Developments solely for its internal business operations only and may not otherwise resell or distribute the Developments. Each party shall be the sole owner of any modifications that it makes based upon the Developments.

iii. Affiliates rights. Customer may only sublicense its rights to the Services Deliverables and Sample Code granted hereunder to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Agreement.

- c. Non-Microsoft software and technology.** Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Agreement.
- d. Sample Code.** Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.
- e. Restrictions on use.** Customer must not (and is not licensed to) (1) reverse engineer, de-compile or disassemble any Product, Fix or Service Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Agreement or a Statement of Services, Customer must not distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.
- f. Reservation of Rights.** Products, Fixes, and Service Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel.
- g. Supportability of Products.** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at <http://support.microsoft.com> or a successor site.

4. Confidentiality. Subject to the requirements of your public records and trade secret laws (if any):

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, and the terms of this Agreement. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of this Agreement and any Statement of Services.

Confidential Information does not include information that (a) becomes publicly available without a breach of this Agreement, (b) the receiving party received from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, Contractors, advisors, and consultants ("Representatives") and then only on a need-to-know basis, under non-disclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or Trade Secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply for a period of five years after the confidential information is received.

5. Compliance with applicable laws, privacy and security.

- a. Customer consents to processing personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected through Professional Services (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its Contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention and processing of personal data from the European Economic Area and Switzerland.
- c. **U.S. Export.** Microsoft Products, Fixes and Services Deliverables are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft Products, services, and technologies.

6. Warranties.

- a. **Limited warranties and remedies – Professional Services.** Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days of date of the Professional Services were performed, then Microsoft will, at its discretion, either re-perform the Professional Services or return the price paid for them. These remedies are Customer's sole remedies for breach of warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.
- b. **Exclusions.** The warranties in this section do not cover problems caused by accident, abuse or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release or beta Products or to components of Products that Customer is permitted to redistribute. **DISCLAIMER.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of merchantability, fitness for a particular purpose, title and non-infringement.

7. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that any Fix or Services Deliverable made available by Microsoft for a fee and used within the scope of Section 3 of this Agreement (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, or trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Fix or Services Deliverable with a functional equivalent; or (2) terminate Customer's intellectual property rights and refund any fees paid for such Services Deliverable(s). Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product, Fix or Services Deliverable after being notified to stop due to a third party claim.

By Customer. To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that Customer's use of any Fix or Services Deliverable alone or in combination with anything else, violates the law or damages a third party.

8. Limitations of liability.

Each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Statement of Services during the term of the Statement of Services, subject to the following.

- a. **Free Professional Services and Distributable Code.** For Professional Services provided free of charge and code that Customer is authorized to redistribute to third parties without a separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5000.
- b. **Exclusions.** In no event will either party be liable for any indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue or interruption of business, however caused or on any theory of liability.
- c. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

9. Term and termination. This Agreement will remain in effect until terminated.

Either party may terminate this Agreement at any time without cause by giving the other party at least 60 calendar days prior written notice. Terminating this Agreement will not affect any existing Statements of Services, but will terminate the ability of the parties to enter into subsequent Statements of Services.

Customer may terminate a Statement of Services upon 30 days' notice. Either party to the Statement of Services may terminate it if the other party is in material breach or default of any obligation that is not cured within 30 calendar days notice of such breach. Microsoft may terminate a Statement of Services if Customer fails to pay any invoice that is more than 60 days outstanding. Customer agrees to pay all fees for Professional Services performed and expenses incurred prior to termination and any additional amounts that may be specified in a Statement of Services. Upon Microsoft's receipt of payment for the Professional Services, Customer's interests in the Services Deliverables will vest.

10. Miscellaneous.

- a. **Notices.** Notices must be sent to the address on the signature page of this Agreement or on an applicable Statement of Services. All notices, authorizations, and requests given or made in connection with this Agreement must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by the Customer. Emails will be treated as delivered on the transmission date.
- b. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.
- c. **Applicable law; dispute resolution.** This Agreement together with the applicable Statement of Services will be governed by the laws of Customer's state, without giving effect to its conflict of law

provisions. Disputes relating to this Agreement will be subject to applicable mandatory dispute resolution statutes and regulations of Customer's state.

- d. Severability.** If any provision of this Agreement is held to be unenforceable, the balance of the Agreement will remain in full force and effect.
- e. Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be made in writing and signed by an authorized representative of the waiving party.
- f. Survival.** All provisions survive termination or expiration of this Agreement, except those requiring performance only during the term of a Statement of Services.
- g. Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.
- h. Microsoft as independent contractor.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.
- i. Use of Contractors.** Microsoft may use Contractors to perform Professional Services, but will be responsible for their performance subject to the terms of this Agreement.
- j. Insurance while performing Professional Services on Customer's premises.** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this Agreement via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.
- k. Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights in accordance with the terms of this Agreement. Any additional or conflicting terms and conditions contained in Customer's purchase order are expressly rejected and will not apply.
- l. No transfer of ownership.** Microsoft does not transfer ownership rights in any Product. The Products are protected by copyright and other intellectual property rights, laws and international treaties.
- m. Professional Services payment terms.** Customer agrees to pay all fees in a Statement of Services within 30 days of the date of Microsoft's invoice; unless the Statement of Services provides otherwise. Microsoft may assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly or the highest amount allowed by law on all past due amounts due to Microsoft. Microsoft will have no obligation to continue to provide Professional Services if Customer fails to make timely payment.
- n. Taxes.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.
- o. Calendar days.** Any reference in this Agreement to "day" will be a calendar day, except references that specify "business day."
- p. Cost or pricing data.** We will not, under any circumstances, accept any statement of services that would require the submission of cost or pricing data.
- q. No third-party beneficiaries.** This Agreement does not create and third-party beneficiary rights.

12/6/2018 CHAT-G



Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only) Work Order Number

DORV1812-205714-239555

Date: 12/13/18 Verified By: [Signature]

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement (MSA) reference [redacted], effective as of [redacted] (the "Agreement")...

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them.

Table with 2 columns: Customer and Microsoft Affiliate. Rows include Name, Signature, Name of person signing, Title of person signing, and Signature date.

Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)



Date Executed 12/13/2018

Approved as to form and legal sufficiency

By/Title: [Signature] Date: 12-27-18

BCC Approved 12-06-2018

Customer invoice information		
Name of Customer FL-County of Escambia		Contact Name (Receives invoices under this Work Order) Veronica Fountain
Street Address 221 Palafox Place, Suite 210		Contact E-Mail Address it_contracts@myescambia.com
City Pensacola	State/Province Florida	Phone 850-595-4990
Country United States	Postal Code 32502-5835	Fax

1. Support Services and Fees.

1.1. Term.

Microsoft Enterprise Support Services will commence on 12/15/2018 (the "Support Commencement Date") and will expire on 12/14/2019 (the "Support Expiration Date").

2. Description of Services.

Please refer to the current Support Services Description ("SSD") which will be incorporated by reference and is published by Microsoft from time to time at www.microsoft.com/en-us/microsoftservices/PubSec-support-services-description. The support services you purchase under this agreement may be updated from time to time and that update will supersede any services previously listed.

Services by Support Location

FL-County of Escambia-2018-19 US - SLG - Southeast 12/15/2018 - 12/14/2019		
Quantity	Service	Service Type
Included	Advanced Advisory Support Hours As-needed	Advisory Services
1 ea	Advanced Built-in Proactive Services <ul style="list-style-type: none"> Advanced Built-in Proactive Services - Generic 	Administrative
Included	Advanced Problem Resolution Hours As-needed	Problem Resolution Support
Included	Advanced Service Delivery Management	Service Delivery Management
Included	On-demand Assessment	On-Demand Assessment
Included	On-demand Education	On-Demand Education
Included	Online Support Portal	Administrative

20 ea	Reactive Enabled Contacts	Problem Resolution Support
Included	Webcasts As-Needed	Webcast

FL-County of Escambia Add-on-2018-19 US - SLG - Southeast 12/15/2018 - 12/14/2019		
Quantity	Service	Service Type
4 ea	Onsite Visit	Onsite Support
10 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

2.1. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service. Microsoft must receive Customer purchase order or payment before Microsoft commences or continues, as applicable, provision of Microsoft Support Services. If Customer issues a purchase order, Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

FL-County of Escambia-2018-19	12/15/2018	79,361
FL-County of Escambia Add-on-2018-19	12/15/2018	5,078
Subtotal		84,439
Total Fees (excluding taxes)		84,439

2.2. Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released and generally available Microsoft products, and cloud services subscriptions by Customer in Appendix A.

2.3. Customer Named Contacts.

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of your Customer Support Manager (CSM) Shawn Fletcher		
Street Address 221 Palafox Place, Suite 210		Contact E-Mail Address server_support_staff@myescambia.com
City Pensacola	State/Province Florida	Phone 850-595-4990
Country United States	Postal Code 32502-5835	Fax

3. Use, ownership, rights, and restrictions.**3.1. Products.**

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (<http://www.microsoft.com/licensing/contracts> or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

3.2. Fixes.

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

3.3. Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

3.4. Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

3.5. Affiliates' rights.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

3.6. Restrictions on use.

Customer must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

3.7. Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

4. Microsoft Professional Services Data Protection Addendum.

The Microsoft Professional Services Data Protection Addendum in effect on the effective date of this Work Order and available on the Volume Licensing Site at <https://aka.ms/ProfessionalServicesDPA> is incorporated herein by this reference.

5. Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Janell Rhee	
Phone	Contact E-Mail Address
(804) 560 5033	jarhee@microsoft.com



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16963

County Administrator's Report 8. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/18/2019

Issue: Grant Agreement 422571-84-02, Providing Fiscal Year 2019-2020 Block Grant Funding to the Mass Transit Department

From: TONYA ELLIS, Interim Director

Organization: Mass Transit

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Grant Agreement Providing Fiscal Year 2019-2020 Block Grant funding to the Mass Transit Department - Tonya Ellis, Interim Director Mass Transit

That the Board take the following action regarding the Public Transportation Grant Agreement (PTGA) 4222571-84-02:

- A. Approve the Grant Agreement Number 4222571-84-02, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$991,517, in Block Grant Funds for transit operating costs associated with the Escambia County Mass Transit Operation budget for Fiscal Year 2019/2020;
- B. Adopt the Resolution authorizing the acceptance and application of these funds; and
- C. Authorize the Chairman to sign the Resolution and Grant Agreement.

The Grant Agreement will provide operational funding for the Mass Transit department in Fiscal Year 2019/2020. Funds are allocated to Mass Transit Systems by FDOT from State Transportation Block Grant Funds annually, and must be accepted by the receiving agency.

The Senior Assistant County Attorney, Kristin Hual has asked that we bring attention to Paragraph 19(j) in reference to the requirement that the County waive forum and venue.

[No additional cost to the County results from this action. The Florida Department

of Transportation agrees to participate in the Project cost, up to the maximum of \$991,517, and the Departments participation in the Project shall not exceed 50% of the total eligible cost of the Project.]

BACKGROUND:

The Grant Agreement will provide operating funding for the Mass Transit department in Fiscal Year 2019/2020. Funds are allocated to Mass Transit Systems by FDOT from State Transportation Block Grant Funds annually, and must be accepted by the receiving agency.

BUDGETARY IMPACT:

No additional cost to the County results from this action. The Florida Department of Transportation agrees to participate in the Project cost, up to the maximum of \$991,517, and the Departments participation in the Project shall not exceed 50% of the total eligible cost of the Project.

Operating costs are budgeted in Fund 104 (Mass Transit) Cost Center 320401 - Mass Transit Operations.

\$942,970 was budgeted in Revenue Account 334401 - A Supplemental Budget Amendment will be submitted to recognize the increase in revenue of \$48,547.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Resolution and Grant Agreement as to form and legal sufficiency.

The Senior Assistant County Attorney, Kristin Hual has asked that we bring attention to Paragraph 19(j) in reference to the requirement that the County waive forum and venue.

PERSONNEL:

No additional personnel are required as a result of this Grant Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners Comprehensive Plan - Mobility Element, February 2015.

IMPLEMENTATION/COORDINATION:

Mass Transit staff will continue to coordinate with the FDOT staff to complete all implementation requirements.

Block Grant Agreement

Block Grant Resolution

**PUBLIC TRANSPORTATION
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Financial Project Number(s): <small>(item-segment-phase-sequence)</small> <u>422257-1-84-02</u>	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	<u>DDR</u> <u>215</u>	FLAIR Category: <u>088774</u>	Object Code: <u>751000</u>
Contract Number: _____	Federal Award Date: _____		Org. Code: <u>55032020329</u>	Vendor Number: <u>F596000598007</u>
CFDA Number: <u>N/A</u>	Agency DUNS Number: <u>75079673</u>			
CFDA Title: <u>N/A</u>				
CSFA Number: <u>55.010</u>				
CSFA Title: <u>Public Transit Block Grant Program</u>				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT (“Agreement”) is entered into _____, by and between the State of Florida, Department of Transportation, (“Department”), and Escambia County Board of County Commissioners, (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.052, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in providing Block Grant Transit operating assistance, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- **Aviation**
- **Seaports**
- Transit**
- **Intermodal**
- **Rail Crossing Closure**
- **Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Financial Assistance (Single Audit Act)
- *Additional Exhibit(s):

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*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through September 30, 2020. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

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- a. The estimated total cost of the Project is \$1,983,034. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$991,517 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities.**

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
 - b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d.** If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e.** If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
 - g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “G”, Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements,

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the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply

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with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

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- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy

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or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

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- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Escambia County Board of
County Commissioners

By: _____

Name: Lumon J. May

Title: Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 11-01-2019

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Jared Perdue

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This agreement provides for the Department's participation in the agency's operational, administrative, and managerial expenses using the state block grant funds for costs associated with the fixed route transit system. This funding provides 50% of the net operating cost of the public transportation services in the urbanized area.

B. Project Location (limits, city, county, map): Escambia County Board of County Commission/Pensacola, FL/ Escambia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Provide public bus transit services to people in the urbanized area within the ECAT operating area in the manner described in the agency's request letter and performed in accordance with the requirements of the state public transit block grant program procedure 725-030-030 and the provisions of this agreement.

D. Deliverable(s): Agency shall demonstrate the performance of services as described in the scope above by submitting invoices for reimbursement in the form and manner and with the supporting documentation required by the department, including without limitation, agency's total cost of administration, management and operations directly incident to the provision of public transit services (excluding depreciation or amortization of capital assets). Such invoices shall be submitted at such times as the department may require.

Agency shall:

- Submit letter of request
- Submit TDP or annual report by September 1st in accordance with FAC Rule 14-73 along with farebox recovery ratio report
- Submit NTD report after approval from FTA
- Notwithstanding the provision of Exhibit C, submit performance measures for approval by the department by September 15th and publish as indicated in FDOT procedure 725-030-030, attachment A
- Submit quarterly reports including ridership, goals and milestones
- Submit relevant pages from the Transportation Improvement Program (TIP) for the year funds were allocated
- Submit detailed budget that delineates all operating expenses with the project and clearly defines the expenses associated with the project as it relates to the transit system

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

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E. Unallowable Costs (including but not limited to): Up to 50% of eligible operating costs can be paid with program funds, or an amount equal to the total revenue, excluding farebox, charter, advertising revenue and federal funds received by the provider for operating costs, whichever is less.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

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EXHIBIT B

**Schedule of Financial Assistance
 TRANSIT OPERATING ONLY**

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

422257-1-84-02	LF		2020				
		088774		751000	55.010	Public Transit Block Grant Program	\$991,517
422257-1-84-02	DDR		2020				\$991,517

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$578,959	\$578,959	\$0	\$1,157,918
Fringe Benefits	\$49,356	\$49,356	\$0	\$98,712
Contractual Services	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$363,202	\$363,202	\$0	\$726,404
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$991,517	\$991,517	\$0	\$1,983,034

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

- Monthly
- Quarterly
- Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Debbie Prough

 Department Grant Manager Name

 Signature Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

(For State Block Grant Only)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 341.052, F.S.
2. **Eligibility.** The Department shall provide block grant funds for eligible capital and operating costs of public bus transit and local public fixed guideway projects. Eligibility of this Agency to receive grant funding is provided in Section 341.052(1), F.S., and Sections 5307 and 5311 of the Federal Transit Act, 49 U.S.C. 5307, and 49 U.S.C. 5311 respectively.
 - a) Eligible transit capital costs means any costs that would be defined as capital costs by the Federal Transit Administration.
 - b) Eligible transit operating costs are the total administrative, management, and operation costs directly incident to the provision of public bus transit services, **excluding** any depreciation or amortization of capital assets.
3. **Local Revenue Limits.** Block grant funds shall not exceed local revenue during the term of this Agreement. Local revenue is defined as the sum of money received from local government entities to assist in paying transit operation costs, including tax funds, and revenue earned from fare box receipts, charter service, contract service, express service and non - transportation activities.
4. **Supplanting Local Tax Revenue.** Block grant funds shall not supplant local tax revenues made available for operations in the year immediately preceding this Agreement.
5. **State Participation.** State participation in eligible public transit operating costs may not exceed fifty (50) percent of such costs or an amount equal to the total revenue, excluding farebox, charter, and advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.
6. **Required Audit.** The Agency shall require the independent auditor, retained to perform the audit as required by the Single Audit Act of 1984, to specifically test and certify that these limitations (...funds shall not exceed local revenue...funds shall not be expended for depreciation or amortization of capital assets...funds shall not supplant local tax revenues made available for operations in the previous year) of the block grant program as delineated in Section 341.052, F.S., have been adhered to.
7. **Required Budget.** The Agency shall provide the Department with two (2) copies of its most current adopted budget by March 1. Unless the adopted budget uses a format consistent with the National Transit Database (NTD) report, the copy provided to the Department will indicate how the projections for total local revenue, local tax revenue made available for operations, and depreciation and amortization costs, as they will appear in the NTD report, can be identified.
8. **Required Publication of Productivity and Performance Measures.** The Agency shall publish in the local newspaper of its area, in the format prescribed by the Department, the productivity and performance measures established for the transit providers most recently completed fiscal year and the prior fiscal year. This report shall be approved by the Department prior to its publication. This report shall be submitted to the Department no later than November 15 of each year, and published either by December 31 or no later than twenty-eight (28) calendar days of the Department's written approval of the report. The Agency shall furnish an affidavit of publication to the Department within twenty eight (28) calendar days of publication.

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- 9. Annual Plan or Update.** The Agency shall submit a Transit Development Plan (TDP) or annual update to the Department by September 1 of each year.
- a) As a separate part of the transit development plan or annual report, the Agency will address potential enhancements to productivity and performance which would have the effect of increasing farebox ratio pursuant to Section 341.071(2), F.S.
 - b) A TDP shall conform to the requirements in Rule 14-73, available at: <http://fac.dos.state.fl.us/faconline/chapter14.pdf>.

10. Safety Requirements. Mark the required Safety submittal or provisions for this Agreement if applicable:

Bus Transit System – In accordance with Section 341.061, F.S., and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

Fixed Guideway Transportation System (established) – In accordance with Section 341.061, F.S., the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety and Security Program Plan, pursuant to Rule 14-15.017 and the “Safety and Security Oversight Program Standards Manual”, DOT Topic Number 725-030-014.

Fixed Guideway Transportation System – This applies to New Starts projects and subsequent major projects to extend, rehabilitate, or modify an existing system, or to replace vehicles and equipment. In accordance with Section 341.061, F.S., the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule 14-15.017 and the “Safety and Security Oversight Program Standards Manual”, DOT Topic Number 725-030-014. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the new start system or major modification to an existing system is safe for passenger service.

Not Applicable.

- 11. Formula Information.** As authorized in Section 341.052, F.S., the annual appropriation in the program is divided by formula and then distributed to each eligible transit system. The formula described below is adjusted each year based on data received from the transit systems’ federally required National Transit Data (NTD) report. A copy of the NTD report is required to be sent to the Department each year.

Distribution is accomplished through a multiple step process. 15% of the appropriation is given to the Commission for the Transportation Disadvantaged to be distributed to the Community Transportation Coordinators in accordance with Chapter 427, F.S. The remaining 85% is divided into three equal portions. Each eligible transit system gets a percentage of the first portion based on their percentage of total population served; the second portion is allocated based on their percentage of total revenue miles of service provided; and the third portion is allocated based on their percentage of total passengers carried. The total from all three portions is the total available allocation for each eligible transit system in the state.

-- *End of Exhibit E* --

EXHIBIT F

Contract Payment Requirements **Florida Department of Financial Services, Reference Guide for State Expenditures** **Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

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EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-

Awarding Agency: Florida Department of Transportation

State Project Title: Public Transit Block Grant Program

CSFA Number: 55.010

***Award Amount:** \$991,517

*The award amount may change with amendments

Specific project information for CSFA Number 55.010 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.010 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

RESOLUTION R2019-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA SUPPORTING A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and by the Federal Transit Administration Act of 1964, as amended; and

WHEREAS, the Florida Department of Transportation has indicated a willingness to participate in a Public Transportation Grant Agreement (Project Number 4222571-84-02) providing \$991,517 in Block Grant Funds for transit operating cost associated with the Escambia County Mass Transit Operation budget for FY 19/20.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners approves the Public Transportation Grant Agreement (Project Number 4222571-84-02) between the Florida Department of Transportation and Escambia County providing Block Grant funds for transit operating assistance associated with Escambia County Area Transit's fixed route included in the Escambia County Mass Transit Operations Budget for FY19/20.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Agreement.

SECTION 4. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED THIS ___ DAY OF NOVEMBER 2019.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Lumon J. May, Chairman

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

Approved as to form and legal sufficiency.

**By: _____
Deputy Clerk**

By/Title: *Kristin D. Hual, SACA*

Date: 11-07-2019



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16964

County Administrator's Report 8. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/18/2019

Issue: Grant Agreement 422260-1-84-02, Providing Fiscal Year 2019-2020 Corridor Grant Funding

From: TONYA ELLIS, Interim Director

Organization: Mass Transit

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Public Transportation Grant Agreement Providing Fiscal Year 2019-2020 Corridor Funding to the Mass Transit Department - Tonya Ellis, Interim Mass Transit Director

That the Board take the following action regarding the Public Transportation Grant Agreement (PTGA) number 422260-1-84-02:

A. Approve PTGA number 422260-1-84-02, providing for Florida Department of Transportation (FDOT) participation in the amount of \$447,081, of Fiscal Year 2019-2020 Transit Corridor Program funding;

B. Adopt the Resolution authorizing the acceptance and application of these funds; and

C. Authorize the Chairman to execute the Resolution and to sign the PTGA.

The PTGA will provide Mass Transit operational funding for the Mass Transit Route 45 - Davis Highway (Corridor). Funds are allocated by FDOT from State Transportation Corridor Development funds annually and must be accepted by the receiving agency.

[No additional cost to the County results from this action. FDOT will reimburse Escambia County 50% of costs associated with the Davis Highway Corridor, up to the maximum allowed of \$447,081.]

BACKGROUND:

The PTGA will provide Mass Transit Operating funding for the Mass Transit Route 45 - Davis Highway (Corridor). Funds are allocated by FDOT from State Transportation Corridor Development funds annually, and must be accepted by the receiving agency.

BUDGETARY IMPACT:

No additional cost to the County results from this action. FDOT will reimburse Escambia County 50% of costs associated with the Davis Highway Corridor up to the maximum allowed of \$447,081.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Resolution and Grant Agreement as to form and legal sufficiency.

PERSONNEL:

No additional personnel are required as a result of this PTGA

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners Comprehensive Plan - Mobility Element

IMPLEMENTATION/COORDINATION:

Mass Transit staff will continue to coordinate with the Florida Department of Transportation staff to complete all implementation requirements.

Attachments

Corridor Grant Agreement

Corridor Resolution

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Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 422260-1-84-02	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215	FLAIR Category: 088774 Object Code: 751000 Org. Code: 55032020329 Vendor Number: F596000598007
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency DUNS Number: 75079673		
CFDA Title: N/A			
CSFA Number: 55.013			
CSFA Title: Transit Corridor Development Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT (“Agreement”) is entered into _____, by and between the State of Florida, Department of Transportation, (“Department”), and Escambia County Board of County Commissioners, (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.000, Florida Statutes, to enter into this Agreement.
- Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in transit funding for Urban Corridor project on Davis Highway, SR291, in Pensacola, Florida, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation
- Seaports
- Transit
- Intermodal
- Rail Crossing Closure
- Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other

- Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Financial Assistance (Single Audit Act)
- *Additional Exhibit(s):

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*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through September 30, 2020. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

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- a. The estimated total cost of the Project is \$447,081. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$447,081 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities.**

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
 - b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d.** If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e.** If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
 - g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “G”, Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements,

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the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply

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with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

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- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy

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or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

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- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Escambia County Board of
County Commissioners

By: _____

Name: Lumon J. May

Title: Chairman

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Jared Perdue

Title: Director of Transportation Development

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____

Deputy Clerk

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

[SEAL]

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 11-01-2019

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): To provide operational funding for increased transit fixed route service on Davis Highway, SR291, urban corridor, to reduce congestion. This funding provides 100% of the operating cost (up to the grant amount) of public transportation services associated with the urban corridor as identified in the Congestion Management Plan.

B. Project Location (limits, city, county, map): ECAT (Escambia County Area Transit)/Pensacola, FL/Escambia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): To provide operational funding for increased transit fixed route service on Davis Highway, SR291, urban corridor, to reduce congestion. This funding provides 100% of the operating cost (up to the grant amount) of public transportation services associated with the urban corridor as identified in the Congestion Management Plan.

D. Deliverable(s): Agency shall demonstrate the establishment, development and operation of the services as described in the scope by submitting invoices for reimbursement in the form and manner and with the supporting documentation required by the Department including without limitation, Agency's Eligible Net Operating/Capital Costs (as defined in FDOT Procedure No. 725-030-003). Such invoices shall be submitted at such times as the Department may require.

Additional Requirements:

- Annual Technical Advisory Group meeting in accordance with Procedure No. 725-030-003

- Quarterly reports, including ridership, goals and milestones submitted to District 3 staff

- Relevant pages from the TIP and Congestion Management Plan

- Final Report to be submitted to District 3 Staff upon completion to include summarizing of the success, problems and recommendations

- Detailed budget that delineates all operating expenses with the project, clearly defines the expenses associated with the project as it relates to the Corridor Funding.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Any expenses not directly related to the congestion mitigation efforts of the route detailed in the scope.

F. Transit Operating Grant Requirements (Transit Only):

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Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

EXHIBIT B

**Schedule of Financial Assistance
TRANSIT OPERATING ONLY**

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A Fund Type and Rscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Rscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
422260-1-84-02	DPTO	088774	2020	751000	55.013	Transit Corridor Development Program	\$447,081
Total Rnancial Assistance							\$447,081

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$261,056	\$0	\$0	\$261,056
Fringe Benefits	\$22,255	\$0	\$0	\$22,255
Contractual Services	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$69,998	\$0	\$0	\$69,998
Indirect Costs	\$93,772	\$0	\$0	\$93,772
Totals	\$447,081	\$0	\$0	\$447,081

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

- Monthly
- Quarterly
- Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency_

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Debbie Prough

 Department Grant Manager Name

 Signature Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Transit Corridor Program)

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System** - In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated
- 3. Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.
- 4. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 5. Submittal of Proposed Time Line.** The Agency will submit a Proposed Time Line for Transit Corridor Activities prior to the commencement of the project.
- 6. Annual Report.** The Agency will provide an annual report including the following information: an evaluation of the attainment of the goals and objectives, the reasons any of the goals were not met, and the benefit accrued by the Agency/Community. Should a project not meet its goals and objectives, the District shall determine if it is necessary to terminate the project. This report will accompany the Final Invoice for reimbursement.

-- End of Exhibit E --

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

**PUBLIC TRANSPORTATION
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EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: Transit Corridor Development Program
CSFA Number: 55.013
***Award Amount:** \$447,081

*The award amount may change with amendments

Specific project information for CSFA Number 55.013 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.013 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

RESOLUTION R2019-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA SUPPORTING A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and by the Federal Transit Administration Act of 1964, as amended; and

WHEREAS, the Florida Department of Transportation has indicated a willingness to participate in a Public Transportation Grant Agreement (Project Number 4222601-84-02) providing \$447,081 in Urban Corridor funds for transit operating assistance associated with Escambia County Area Transit’s Urban Corridor Project on the Davis Highway route included in the Escambia County Mass Transit Operations Budget for FY19/20.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners approves the Public Transportation Grant Agreement (Project Number 4222601-84-02) between the Florida Department of Transportation and Escambia County providing Urban Corridor funds for transit operating assistance associated with Escambia County Area Transit’s Urban Corridor Project on the Davis Highway route included in the Escambia County Mass Transit Operations Budget for FY19/20.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Agreement.

SECTION 4. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED THIS ___ DAY OF NOVEMBER, 2019.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Lumon J. May, Chairman

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

Approved as to form and legal sufficiency.

**By: _____
Deputy Clerk**

By/Title: *Kristin D. Hual, SACA*

Date: 11-07-2019



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17103

County Administrator's Report 8. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/18/2019

Issue: Award a Purchase Order for Two Mid-Size 4-Door Utility Vehicles with 4x4 or AWD

From: PAUL NOBLES, Purchasing Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award of a Purchase Order for Two Mid-Size 4-Door Utility Vehicles with 4x4 or AWD - Joy Jones, Department Director, Engineering, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the County Administrator to sign a Purchase Order, in excess of \$50,000, for the purchase of two Nissan Frontiers, to Terry Taylor's DeLand Nissan, in the amount of \$58,788, according to the specifications outlined in PD 19-20.001, Two Mid-Size 4-Door Utility Vehicles with 4x4 or AWD.

[Funding: Fund 175, Transportation Trust Fund; Cost Center 211101, Engineering Admin; Object Code 56401, Machinery & Equipment]

Specification PD 19-20.001, Two Mid-Size 4-Door Utility Vehicles with 4x4 or AWD, was posted on Vendor Registry on October 2, 2019, and was sent to 45 registrants representing 30 firms - including local dealers. The solicitation was viewed by 15 firms and downloaded by 11.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Original Solicitation
- Bid Tab Under Review
- Bid from Terry Taylor's DeLand Nissan
- Recommendation to Award Determination Checklist
- Background from Engineering

BACKGROUND:

Escambia County Construction Management Division is requesting replacement of the following vehicles with (2) 2020 Nissan Pathfinders (Model 25010) 4X4's as stated in the attached bid specifications:

- 2002 Chevy Silverado 1500 Regular Cab 4x2 – Property #: 50271
- 2004 Chevy Silverado 1500 Regular Cab 4x4 – Property #: 52838

These vehicles are used by the Construction Management Division staff, particularly Project Managers and Inspectors, to get to and from County project sites, meetings, etc., during normal working hours.

Justification for the replacements of these vehicles is as follows:

- Vehicle #50271 is 17 years old with 93,798 miles. It has low miles on it because for the last 10 years it has not been driven as much as it was during its first 6 years of use. During the first 6 years, construction inspectors drove it averaging approximately 9,000 miles per year. The last 10 years, Project Managers have been driving it averaging approximately 4,000 miles per year. Due to the difference in their job roles and responsibilities, Project Managers do not use the vehicles as much as the Inspectors on a daily basis.

This vehicle needs the following repairs completed in order to get it back to safe working order:

1. New intake manifold gasket & water pump to fix coolant leak;
2. New valve cover gaskets to fix oil leak;
3. New alternator because battery is not charging;
4. New spark plugs and wires to fix rough idle; and
5. New brakes and rotors.

The estimated cost to repair the items above is approximately \$1,500. Considering the current condition of the vehicle and estimated cost to repair, the resale value for this vehicle through surplus/auction is approximately \$300.

Vehicle #52838 is 15 years old with 145,129 miles. It needs the following repairs completed in order to get it back into safe working order:

1. New fuel pump/fuel pick up to fix rough idling;
2. New front oil seal is to fix leaking oil; and
3. New A/C compressor to fix intermittent working A/C.

The estimated cost to repair the items above is approximately \$2,500. Considering the current condition of the vehicle and estimated cost to repair, the resale value for this vehicle through surplus/auction is approximately \$600.

There are safety features on modern vehicles that were not installed on the subject vehicles. These features include but are not limited to:

- Back-up camera
- 911 Assist

- Roll Stability Control
- Side curtain and seat airbags
- Curve Control
- Pre-Collision Assist with Automatic Emergency Braking
- Tire Pressure Monitoring System
- Anti-Theft System
- Post-Crash Alert System

The subject vehicles will be transferred to Parks and Recreation's Department to be parted out to make an operable truck for use in daily operations at/around the County Equestrian Center. The Parks and Recreation's Department current truck is in bad shape and is need of repairs. Fleet Maintenance intends to take the best parts from the three trucks to make one operable truck for use at the County Equestrian Center, and then resale one of the others.

Specification PD 19-20.001, Two Mid-Size 4-Door Utility Vehicles with 4x4 or AWD, was posted on Vendor Registry on October 2, 2019, as was sent to 45 registrants representing 30 firms - including local dealers. The solicitation was viewed by 15 firms and downloaded by 11.

Three bid responses were received and Terry Taylor's DeLand Nissan was determined to be the lowest responsive bidder.

BUDGETARY IMPACT:

Funding: Fund 175, Transportation Trust Fund; Cost Center 211101, Engineering Admin; 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

No file(s) attached.





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16878

County Administrator's Report 8. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/18/2019

Issue: Ratification of the Contract for Residential Substance Abuse Treatment (RSAT) Program

From: PAUL NOBLES, Purchasing Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

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

That the Board ratify the County Administrator's signature on the Agreement for Professional Services between Escambia County, Florida, and The Transition House, Inc., for PD 18-19.073, Residential Substance Abuse Treatment (RSAT) Program.

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

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Fully Executed Agreement
- Original Recommendation to the Board
- Board Award

BACKGROUND:

Per the Office of Purchasing's Policy, the Agreement was forwarded to the firm with specific instructions on how to execute the Agreement and that the signed original be returned to the Office of Purchasing. The firm executed the Agreement, but did not follow the return instructions and sent the Agreement to the County Administrator's office for signature before the Board had approved.

A Request for Proposals (RFP) 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 bid response 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:

The Agreement was prepared by Kristin Hual, Senior Assistant County Attorney.

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 Escambia County Corrections Department will be the Contract Administrator.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17070

County Administrator's Report 8. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/18/2019

Issue: Change Order to Mott MacDonald Florida, LLC, on Contract PD 02-03.79 "Crockett Street Drainage"

From: Joy Jones, Director

Organization: Engineering

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Mott MacDonald Florida, LLC, for the Crockett Street Drainage Improvement Project - Joy Jones, P.E., Engineering Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Mott MacDonald Florida, LLC, on Contract PD 02-03.79, Professional Services, for the Crockett Street Drainage Improvement Project:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	\$7,990
Vendor:	Mott MacDonald Florida, LLC
Project Name:	Crockett Street Drainage
Contract:	PD 02-03.79 (BCC Approval 04/22/15)
PO#:	151196
CO#:	7
Original Contract Award:	\$40,775
Change Order #1:	\$1,620
Change Order #2:	\$22,200 (BCC Approval 05/19/15)
Change Order #3:	\$1,350
Change Order #4:	\$4,300

Change Order #5:	\$500
Change Order #6	Time Only
Change Order #7	\$7,990
Cumulative Amount of Change Orders Through this CO:	\$37,960
New Contract Amount:	\$78,735

[Funding Source: Fund 181, "Master Drainage Basin XII," Account 210731, Object Code 56301]

This project is located in Commission District 5.

BACKGROUND:

A Task Order was issued to Mott MacDonald Florida, LLC, on April 22, 2015, to provide professional engineering services to develop 100% construction plans for the Crockett Street and Crestfield Circle Drainage Improvement Project. The project involved installation of stormwater transmission piping from just north of the intersection of Crockett Street and W. Roberts Road southward through the existing cleared 30' wide by 1320' long right of way and into the existing Blue Pit stormwater management facility. The project also included installation of stormwater transmission piping from the existing Palmetto Farms stormwater management pond located on the south side of Crestfield Circle through the 20' wide drainage easement along the southerly property line of 303 Crestfield Circle to the existing Escambia County drainage easement across the Florida Department of Transportation (FDOT) property located along the westerly frontage of W. Roberts Road.

Change Order #1 was for surveying services in the amount of \$1,620.

Change Order #2, in the amount of \$22,200, approved by the Board on May 19, 2016, was for additional services for the Crockett Street Drainage Improvement Project. The modeling performed revealed a need for improved capacity of the Blue Pit Pond. Additional geotechnical exploration, additional design services, and additional surveys were needed to make improvements to the pit in order to handle the additional stormwater that would be directed from Crockett Street. In addition, a new regional pond located at West Roberts Road west of Crestfield Circle, was acquired from the Florida Department of Transportation (FDOT.) This Change Order request included modeling funds to ensure that the new outfall installed at Crestfield Circle would accommodate the additional stormwater directed to the West Roberts Pond. There was also a time extension processed, changing the completion date to July 1, 2017.

Change Order #3, in the amount of \$1,350, was for both time and funding. During

the redesign of the Blue Pit pond, a severe washout was noted on the east bank. The erosion extended from the pond slopes to Pine Forest Road. The owner of an adjacent property was approached about dedicating a permanent easement to the County in order to incorporate the repairs and improvements into the existing project. This Change Order provided the funds necessary for Mott McDonald to produce a legal description and sketch for the easement acquisition. An additional 180 days were added for the easement acquisition process, making the new completion date December 28, 2017.

Change Order #4, in the amount of \$4,300, was for Subsurface Utility Excavation (SUE) and additional surveying services to better locate conflicting utilities. During the utility coordination review of the 60% plans, two areas were identified as potential areas of concern. Mott MacDonald hired a sub-consultant to physically locate the utilities and provide the data for inclusion in the revised plan set.

Change Order #5, in the amount of \$500, was needed for additional surveying services for the temporary and permanent easements on the Farish property. During legal review, it was determined that two separate drawings and documents were needed rather than the single document containing both easements. The resident re-signed the Easements, and more time was added, with a new completion date of December 28, 2018.

Change Order #6 was for time only, allowing for acquisition of other Drainage Easements so that design, bidding, and construction could proceed for Phase 1. Construction for Phase I is underway, at 75% completion.

This Change Order, #7, in the amount of \$7,990, is for additional engineering services for bid plan preparation and limited construction services for Phase II. Originally, the project was not going to be constructed in phases. Programmed construction funds for 2020 (\$310,000) have been approved by the Board for Phase II. As a time extension of 365 days is needed to carry Phase II through the bidding and construction process, staff is requesting that the new completion date be December 28, 2020.

BUDGETARY IMPACT:

Funds are available in Fund 181 "Master Drainage Basin XII", Account 210731, Object Code 56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Change Order Recap

Original PO

Change Order 1

Change Order 2

Change Order 3

Change Order 4

Change Order 5

Change Order 6

Change Order 7 backup

Crockett Street Drainage Improvements
Contract PD 02-03.79.13.59
Change Order Recap

Original PO	\$ 40,775.00	Design Contract Purchase Order 151196 issued 4/13/15
Change Order 1	\$ 1,620.00	Additive CO to perform survey work. County crews captured the data in the field but due to the County not currently having a surveyor on staff due to retirement of the County Surveyor, we were unable to have the survey data signed. MM has agreed to take data, review it, and sign and seal it as their own for the fee of \$1,620.00.
Change Order 2 Board Approval May 19, 2016	\$ 22,200.00	Additive CO, in the amount of \$22,200.00. The modeling performed thus far has revealed a need for improved capacity for the Blue Pit. Additional geotechnical exploration, additional design services, and additional survey are needed to make improvements to this pit in order to handle the additional water that will be directed from Crockett Street. A new regional pond has been acquired on West Roberts Road west of Crestfield. This CO allows for models to be performed to ensure that the new outfall installed at Crestfield will accommodate future drainage that will be directed to the new pond. Additional time given for the completion of this work in the amount of 90 days. New completion date September 20, 2016. Change Order Approved by BCC on May 19, 2016.
Time Extension	\$ -	This RFF is a CO for TIME only. On 8/29/2016, a meeting was held with MM and County staff to discuss preliminary findings of the modeling performed in CO2. At this meeting the schedule was developed and the new proposed timeline is attached in the back up. Staff agreed with the schedule which has the final plans being submitted in December of 2016. Taking into account the close out tasks the A&E will need to perform construction oversight. The new completion date is July 1, 2017.
Change Order 3	\$ 1,350.00	This CO is an additive for both time and funding. During the redesign of the Blue Pit pond, a severe wash out was noted on the east bank. The erosion extended from the pond slopes all the way out to Pine Forest Road. The property owner was approached about dedicating a permanent easement to the County in order to incorporate the repairs and improvements into the existing project. Mott McDonald did not have any survey hours included in their original task order. This change order provided the funds necessary for Mott McDonald to draft a legal description and produce a sketch for the easement acquisition. The total cost for this change is \$1,350.00. Due to the additional work required to produce the documents and execute the easement, an additional 180 days was added to the task order making the new completion date December 28, 2017.
Change Order 4	\$ 4,300.00	This CO is an additive for Subsurface Utility Excavation (SUE) services as well as additional survey services for horizontal location of found utilities. During the utility coordination review of the 60% plans, it was determined that additional exploration was needed to prevent any unforeseen conflicts during construction. During review, two areas were identified as potential areas of concern. Mott MacDonald hired a sub consultant to physically locate the utilities in this area and provide the data for inclusion in the revised plan set. The total for the additional services is a lump sum amount of \$4,300.00.
Change Order 5	\$ 500.00	This CO is an additive for additional survey drafting services for the temporary and permanent easements on the Farish property. During the legal review, it was determined that two separate drawings and documents were needed rather than the single document containing both easements. The cost for these revisions will be \$500.00 and required staff to have the resident resign the easements. Added 365 days making the new completion date 12/28/2018.
Change Order 6	\$ -	This CO is for "TIME ONLY" to allow Real Estate Acquisition Division time for property acquisition for drainage easements, so the design may proceed. The previous completion date was December 28, 2018. Added 365 days making the new completion date 12/28/2019. The time will allow for bidding and construction of Phase 1.
Change Order 7	\$ 7,990.00	This CO, in the amount of \$7,990.00, is for additional engineering services for Phase II, which will add Phase II bid plan preparation and construction services allowances to this task order, and a time extension of 365 days extending the time to 12/28/2020.
Total Change Orders	\$ 37,960.00	
New Purchase Order Total	\$ 78,735.00	

93.10%

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

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] PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

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] 081206 FAX: 850-505-0265
 HATCH MOTT MACDONALD FLORIDA LLC
 5111 N 12TH AVENUE
 PENSACOLA FL 32504

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] ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT

ORDER DATE: 04/22/15	BUYER: PAUL NOBLES	REQ. NO.: 15001360	REQ. DATE: 04/13/15
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TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: PD 02-03.79
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
IF YOU HAVE ANY COMMENTS, PLEASE CONTACT LIZ BUSH AT 850-595-3450.					
01	1.00	LOT	TASK ORDER NO.02.03.79.13.59.ENG "TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO DEVELOP 100% CONSTRUCTION PLANS FOR CROCKETT STREET (CLEARED) AND CRESTFIELD CIRCLE DRAINAGE	40775.0000	40,775.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	40,775.00
01	210731 56301	40,775.00		TOTAL \$	40,775.00

[Handwritten Signature]
 4-24-15

Claudia Simmons

APPROVED BY

Original Purchase Order

4-25-15
 LIZ

**Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505**

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Crockett Street Drainage
 Project ID: _____
 Location: Crockett @ West Roberts Road and Crestfield @ West Roberts Road
 Project Manager: Elizabeth Bush
 Date: 3/26/2015

Jay Turner
Digitally signed by Jay Turner
 DN: cn=Jay Turner, o=Escambia County
 Engineering Division, email=jay.turner@escambia.fl.us, c=US
 Date: 2015.03.27 11:48:48 -0400

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

RFF for HMM to perform A&E services for the Crockett Street Drainage Improvement Project. This will alleviate the drainage problems along the Crockett Street/West Roberts Road area. This area has a history of flooding during even minor rain events. HMM was selected through the abbreviated A&E selection process. The total cost for design will be \$40,755.00. and the time needed for this project will be ~~122~~ 459 days.

459

02-03-79, 13.59-erg

Attached backup documentation 5 page (s).
 RFF/NTP Start Date 4/20/2015 or Upon Issuance of Notice to Proceed
 Time shall be increased/decreased by 459 calendar days.
7/22/2016 Completion date

		Obligated	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction CO#			
Contract PD	Contractor		
Funds for Original Task Order			
Funds for Addendum #			
Task Order PD	Consultant <u>Hatch-Mott</u>		\$ 40,775.00
Funds for Original Work Order			
Funds for Change Order #			
Contract PD	Contractor		
Funds for Contingency	Consultant		
Funds for Permit Fees	Agency		
Funds for Land Purchases	Owner		
Funds for Title Work	Company		
Contract PD	Contractor		
Funds for			
New Balance of CIP Project		\$	\$ (40,775.00)

*total 4-8-15
 phase 1 original task order
 210713
 56301*

Jay Turner

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
			<u>Suppfunds</u>	
To:	Fund	Project #	Project Name	Amount

Transfer

County Engineer Signature

Transferred By

Transfer Date

Elizabeth Bush 4/8/15

Posted to Expedition
 Date:



TASK ORDER - PD 02-03.79.20.59.ENG

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO DEVELOP 100% CONSTRUCTION PLANS FOR CROCKETT STREET (CLEARED) AND CRESTIFIELD CIRCLE DRAINAGE IMPROVEMENTS

1.0 Authorization

This task order is issued in compliance with the provision of the Code Of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II Purchases and Contracts, Office Of Purchasing Policy and Procedures PP-101, Consultant Task Orders and the terms and conditions of PD 02.-03-79, "Professional Services" as Defined in Florida Statue 287.055, (2) DEFINITIONS, (g) "Continuing Contract."

2.0 Scope

Under this Task Order, the Engineer (Hatch Mott MacDonald) will provide the Escambia County Public Works Department, Engineering Division with Professional Engineering Services to Develop Constructions Plans to the 100% Level for Crockett Street (Cleared) and Crestifield Circle Drainage Improvements. The project will involve installation of stormwater transmission piping from just north of the intersection of Crockett Street and W. Roberts Road southward through the existing cleared 30' wide by 1320' long right-of-way and into the existing Blue Pit stormwater management facility. Additionally, the project will include installation of stormwater transmission piping from the existing Palmetto Farms stormwater management pond located on the south side of the Crestifield Circle through the 20' wide drainage easement along the southerly property line of 303 Crestifield Circle to the existing Escambia County drainage easement across the FDOT property located along the westerly frontage of W. Roberts Road. (See the attached Scope of Services)

3.0 Schedule

The work authorized herein shall be completed within 459 calendar days of receipt of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a Lump Sum Amount of \$40,775.00. Invoices may be submitted for monthly progress payments subject to the terms and conditions of PD 02-03.79.

5.0 Progress Meeting

The Engineering Firm shall schedule progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss design and permitting issues.

Issued by:

Digitally signed by Jay Jones
DN: cn=Jay Jones, ou=Engineering,
ou=Public Works,
email=Jay.Jones@co.escambia.fl.us,
c=US
Date: 2015.04.09 12:04:34 -05 00'

Escambia County, Florida

Date

Accepted by:

Hatch Mott MacDonald, Inc. Florida, LLC

Date

4/10/15

10/1

**SCOPE OF SERVICES FOR CROCKETT STREET (CLEARED) AND CRESTFIELD
CIRCLE DRAINAGE IMPROVEMENTS**

Engineering and Surveying Services to Develop 100% Plans

ESCAMBIA COUNTY – Engineering Department
Crockett Street (Cleared) and Crestfield Circle Drainage Improvements

Hatch Mott MacDonald Florida, LLC, (HMM) proposes to provide engineering services required to develop construction plans to the 100% level of completion for the Crockett Street and Crestfield Circle Drainage Improvements project. The project will involve installation of stormwater transmission piping from just north of the intersection of Crockett Street and W. Roberts Road southward through the existing cleared 30' wide by 1320' long right-of-way and into the existing Blue Pit stormwater management facility. Additionally, the project will include installation of stormwater transmission piping from the existing Palmetto Farms stormwater management pond located on the south side of Crestfield Circle through the 20' wide drainage easement along the southerly property line of 303 Crestfield Circle to the existing Escambia County drainage easement across the FDOT property located along the westerly frontage of W. Roberts Road.

Task 1: Geotechnical Exploration – Lump Sum Fee: \$3,300.00

This task shall include advancing three 10' deep bores at various locations within the currently cleared 30' wide x 1320' long right of way of Crockett Street, south of W. Roberts Road, and one 40' deep boring within the blue pit pond location. Boring data shall be used for the purposes of determining prevailing subsurface conditions which may affect the proposed improvements and/or construction as well as to determine parameters necessary to complete stormwater pond designs in accordance with current Environmental Resource Permit requirements.

Task 2: 60% Design Development – Lump Sum Fee: \$14,220.00

Based upon the topographic survey data (to be provided by Escambia County), HMM shall advance the design and plans to a 30% concept level of completeness. Accompanying the 60 percent plan submittal will be calculations documenting the design and the preliminary Engineer's Opinion of Probable Construction Cost.

Task 3: 90% Design Development – Lump Sum Fee: \$7,065.00

HMM shall incorporate and/or address Escambia County 60% Design Development comments and advance the design to a 90% design level of completeness. Accompanying the 90 percent plan submittal will be technical specifications, calculations documenting the design and the final draft Engineer's Opinion of Probable Construction Cost.

Task 4: 100% Design Development – Lump Sum Fee: \$4,095.00

HMM shall incorporate and/or address Escambia County 90% Design Development comments and advance the design to a 100% design level of completeness. Accompanying the 100 percent plan submittal will be technical specifications, calculations documenting the design and the Engineer's Opinion of Probable Construction Cost.



Hatch Mott
MacDonald

CROCKETT STREET AND CRESTFIELD
CIRCLE DRAINAGE IMPROVEMENTS
SCOPE OF SERVICES

Task 5: Utility Coordination – Lump Sum Fee: \$1,755.00

HMM shall provide plan sets at each design development phase (30%, 60%, 90% and 100%) for review and comment. Additional, HMM shall coordinate with Escambia County to schedule plans-in-hand walk through with utility company representatives at each phase submittal.

Task 6: Permitting – Lump Sum Fee: \$1,860.00

HMM shall submit for and secure an Environmental Resource Permit through the Northwest Florida Water Management District (NFWFMD) as required for construction of the proposed improvements. This task shall include response to comments or requests for additional information received from NFWFMD

Task 7: Pricing Agreement/Bid Coordination – Lump Sum Fee: \$2,970.00

This task shall include those efforts necessary to assist Escambia County during the competitive bid of the proposed project. Included in this task are responses to bidder requests for information/clarification, preparation of addenda, attendance at pre-bid and at bid opening meetings. HMM shall review and tabulate each submitted bid to verify calculations and the apparent low bidder.

Task 8: Post Design Optional Services – Hourly Rate: \$3,870.00

This task shall include attendance at a pre-construction conference, design interpretation during construction, preparation of record drawings reflecting as-built conditions based upon contractor supplied red-line mark-ups, and construction observation services on an as needed basis to address design/construction related issues and as required to provide project certifications to NFWFMD.

Lump Sum Task for Total for tasks 1 thru 8: \$40,755.00



Project Name: Crockett Street (cleared) and Crestfield Cr. Drainage Improvements
 Client: Escambia County
 Prepared By: S. White
 Date: February 17, 2015



Hatch Mott
 MacDonald

Crockett Street and Crestfield Cr. Drainage Improvements		Project Manager	Designer IV	Line Item Sub-Total
Task	Description	\$135.00	\$90.00	
1.0	Geotechnical Exploration			
1.1	Three 10' Deep Borings along unopened Crockett Street right-of-way			\$ 1,700.00
1.2	One 40' deep boring with 2 perm. Tests in blue pit pond			\$ 1,600.00
	Task Subtotal	0	0	\$ 3,300.00
2.0	60% Design Development			
2.1	Stormwater Model Development/Analysis	8		\$ 1,080.00
2.3	Prepare 60% Design Development Plans	48	80	\$ 13,680.00
2.4	Prepare 60% Opinion of Probable Construction Cost	4		\$ 540.00
	Task Subtotal	52	80	\$ 14,220.00
3.0	90% Design Development			
3.1	60% Design Review Meeting	1		\$ 135.00
3.2	Address County 60% review comments	8	8	\$ 1,800.00
3.3	Prepare 90% Design Development Plans	16	24	\$ 4,320.00
3.4	Prepare 90% Opinion of Probable Construction Cost	4		\$ 540.00
3.5	Preare 90% Technical Specifications	6		\$ 810.00
	Task Subtotal	35	32	\$ 7,605.00
4.0	100% Design Development			
4.1	60% Design Review Meeting	1		\$ 135.00
4.2	Address County 90% review comments	4	4	\$ 900.00
4.3	Prepare 100% Design Development Plans	8	16	\$ 2,520.00
4.4	Prepare 100% Opinion of Probable Construction Cost	2		\$ 270.00
4.5	Preare 100% Technical Specifications	2		\$ 270.00
	Task Subtotal	17	20	\$ 4,095.00
5.0	Utility Coordination			
5.1	Prepare 60%, 90% and 100% Utility Notification Letters	5		\$ 675.00
5.2	60%, 90% and 100% Plans-in-hand walk through	8		\$ 1,080.00
	Task Subtotal	13	0	\$ 1,755.00

Project Name: Crockett Street (cleared) and Crestfield Cr. Drainage Improvements

Client: Escambia County

Prepared By: S. White

Date: February 17, 2015

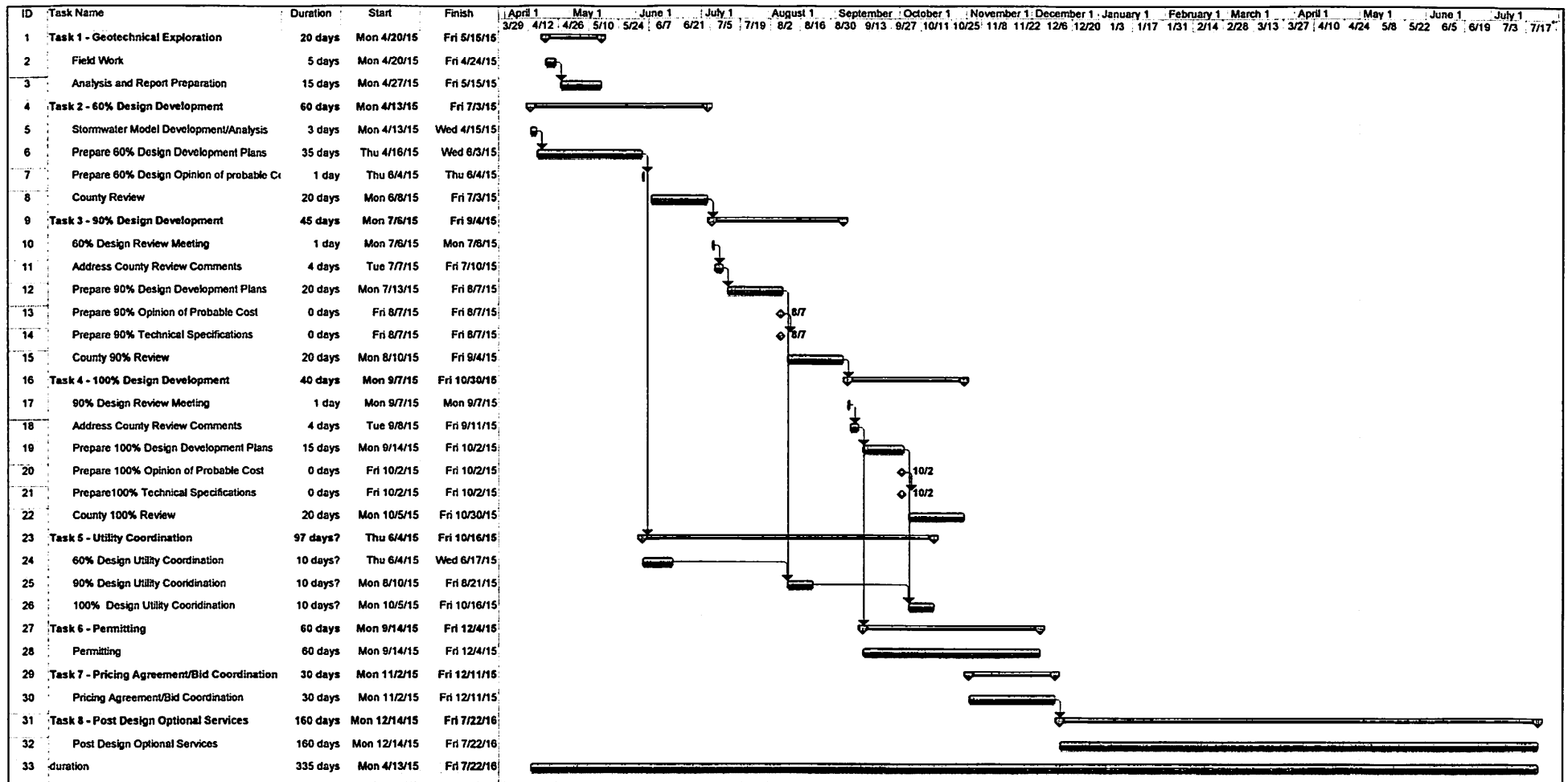


Hatch Mott
MacDonald

Crockett Street and Crestfield Cr. Drainage Improvements		Project Manager	Designer IV	Line Item Sub-Total
Task	Description	\$135.00	\$90.00	
6.0	Permitting			
	6.1 Prepare and Submit to NFWWMD	2	1	\$ 360.00
	6.2 Address NFWWMD Comments	3	6	\$ 945.00
	6.3 Resubmit to NFWWMD	1		\$ 135.00
	6.4 ERP Permit Application Fee			\$ 420.00
	Task Subtotal	6	7	\$ 1,860.00
7.0	Pricing Agreement/Bid Coordination			
	7.1 Response to RFIs and addenda preparation	8	12	\$ 2,160.00
	7.2 Attend Pre-bid Meeting	2		\$ 270.00
	7.3 Attend bid opening	2		\$ 270.00
	7.4 Prepare bid tabulation	2		\$ 270.00
	Task Subtotal	14	12	\$ 2,970.00
8.0	Post Design Optional Services (Hourly Rate)			
	8.1 Attendance at Pre-construction Conference	3		\$ 405.00
	8.2 Preparation of Record Drawings	2	6	\$ 810.00
	8.3 As-needed construction observation services Allowance	18		\$ 2,430.00
	8.4 Prepare and submit project certification to NFWWMD	1	1	\$ 225.00
	Task Subtotal	24	7	\$ 3,870.00
	Project Total	161	158	\$ 40,755.00

**Escambia County Design and Engineering Services
Hatch Mott MacDonald Florida, LLC**

Position	2014 Average Hourly Rate	Overhead	Profit	Billing Rate	Proposed Billing Rate
Principal	\$ 84.50	158.92%	12.00%	\$ 245.04	\$ 245.00
Principal Project Engineer/Manager	\$ 72.50	158.92%	12.00%	\$ 210.24	\$ 210.00
Sr. Project Engineer/Manager	\$ 53.50	158.92%	12.00%	\$ 155.14	\$ 155.00
Project Manager	\$ 46.75	158.92%	12.00%	\$ 135.57	\$ 135.00
Project Engineer/Architect	\$ 36.25	158.92%	12.00%	\$ 105.12	\$ 105.00
Engineer/Architect III and IV	\$ 32.75	158.92%	12.00%	\$ 94.97	\$ 95.00
Engineer/Architect I and II	\$ 26.00	158.92%	12.00%	\$ 75.40	\$ 75.00
Senior Specialist	\$ 51.75	158.92%	12.00%	\$ 150.07	\$ 150.00
Specialist/Designer V	\$ 37.25	158.92%	12.00%	\$ 108.02	\$ 108.00
Specialist/Designer IV	\$ 31.00	158.92%	12.00%	\$ 89.90	\$ 90.00
Specialist/Designer III	\$ 27.00	158.92%	12.00%	\$ 78.30	\$ 78.00
Technician II	\$ 20.75	158.92%	12.00%	\$ 60.17	\$ 60.00
Technician I	\$ 17.25	158.92%	12.00%	\$ 50.02	\$ 50.00
Inspector V	\$ 31.00	158.92%	12.00%	\$ 89.90	\$ 90.00
Inspector IV	\$ 29.50	158.92%	12.00%	\$ 85.55	\$ 85.00
Inspector III	\$ 23.25	158.92%	12.00%	\$ 67.42	\$ 67.00
Inspector/Specialist II	\$ 20.75	158.92%	12.00%	\$ 60.17	\$ 60.00
Inspector/Specialist I	\$ 15.50	158.92%	12.00%	\$ 44.95	\$ 45.00
Senior Surveyor	\$ 39.75	158.92%	12.00%	\$ 115.27	\$ 115.00
Surveyor V	\$ 37.25	158.92%	12.00%	\$ 108.02	\$ 108.00
Surveyor IV	\$ 32.75	158.92%	12.00%	\$ 94.97	\$ 95.00
Surveyor III	\$ 24.25	158.92%	12.00%	\$ 70.32	\$ 70.00
Surveyor II	\$ 17.25	158.92%	12.00%	\$ 50.02	\$ 50.00
Surveyor I	\$ 15.25	158.92%	12.00%	\$ 44.22	\$ 44.00
Administrative Assistant III and IV	\$ 22.50	158.92%	12.00%	\$ 65.25	\$ 65.00
Administrative Assistant I and II	\$ 15.50	158.92%	12.00%	\$ 44.95	\$ 45.00
1-Person with Robotic Equipment	\$ 31.00	158.92%	12.00%	\$ 89.90	\$ 90.00
2-Person Survey Crew	\$ 43.25	158.92%	12.00%	\$ 125.42	\$ 125.00
3-Person Survey Crew	\$ 57.00	158.92%	12.00%	\$ 165.29	\$ 165.00
4-Person Survey Crew	\$ 72.50	158.92%	12.00%	\$ 210.24	\$ 210.00



Project: Crockett Street and Crestfield
 Date: Thu 3/26/15

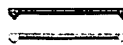
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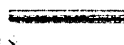
Progress
 Milestone



Summary
 Project Summary




External Tasks
 External Milestone



Deadline



Checklist Document Review / Signature Request

From	Liz Bush		
Date	8/14/2013		
Description	Abbreviated RLI <i>Selection - Pick 3 please</i>		
Project	Crockett Street Drainage Improvements		
Deadline	8/19/13		
Action Needed	JB's approval		
Routing Notes			
Routed Thru:		Date	
<i>Accounting</i> Supervisor			
Routed Thru:		Date	
Division Manager	<i>John Jones</i>		8/14/13
Approved By:		Date	
County Engineer			9/17/13
County Engineer's Comments			

Abbreviated A&E Selection Procedure for Projects less than \$50,000*

- A project is formed due to a request for maintenance, drainage, resurfacing, pedestrian improvements, etc.
- A PC is assigned to the project.
- The assigned PC and/or Project Owner shall draft an informal scope for committee, consisting of at least three members. The committee will typically consist of a Division Manager, a Senior Manager, the PC, and/or the Project Owner.
- The PC shall provide a copy of the latest version of the A/E Consultant Selection List, Abbreviated Checklist, Abbreviated A/E Form, and any other related documentation. This package shall be routed through their supervisor for short listing consideration.
- Joy Blackmon and Larry Newsom shall choose 3 A/E's for short listing from the A/E Consultant Selection List (H:\ENG\WPDOCS\CMPProjectMilestones\A&E List by FY.xls) while considering knowledge of the project, past performance, qualifications, equity of work, etc.
- The short list is returned to the PC to schedule the committee meeting for ranking and selection.
- The Committee shall rank the 3 A/E's selected (1, 2, & 3) and justify the selection of the #1 A/E.
- The PC shall inform the selected A/E and request a formal scope (set up scope discussion meeting if needed). Accounting shall be copied on the selection checklist for an A/E Consultant Selection List update.
- Once formal scope is accepted, PC shall request a fee proposal. **Note: The scope may be discussed outside a formal meeting, but all discussions involving the fee shall be in a formal committee meeting.**
- The PC shall schedule a negotiation meeting with the selected consultant and committee members.
- The Committee shall negotiate the fee with the selected A/E.
- Once the price is agreed upon, the PC shall submit an RFF to Accounting for appropriate signatures and ultimately issuance of a PO. If no agreement, committee moves to negotiate with the second firm.
- Once the PO is received, the PC can issue a NTP for design.

Committee members:

Division Manager (Joy Jones or Colby Brown)

Senior Manager (Kirk Kassebaum, James Duncan, or David Forte)

Project Coordinator (Engineering or Traffic)

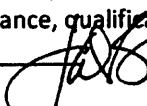
Project Owner (CRA, Parks, Road Dept., etc., if applicable)

*This process should take 10 to 14 working days.

Abbreviated A&E Selection Checklist

Project Name: Crockett Street Drainage Design

Project ENG#: _____ Project Manager: Elizabeth Bush

- The assigned PM and/or project owner shall draft an informal scope for committee members: Engineering Division Managers (Joy Jones), Program Manager (Kirk Kassebaum), Traffic Division Manager (Colby Brown), and the assigned Project Manager from Engineering and/or Traffic. Committee shall consist of a minimum of three members.
Date: _____
- The County Engineer (Joy Blackmon) and the Assistant County Administrator (Larry Newsom) shall choose 3 A/E's from the A/E Consultant Selection List (H:\ENG\WPDOCS\CMProjectMilestones\A&E List by FY.xls) while considering knowledge of the project, past performance, qualifications, equity of work, etc.
Date: 9/17/13 
- The Committee shall rank the 3 A/E's selected (1, 2, & 3) and justify the selection of the #1 A/E. The Committee members shall initial and date their name on the ranking form.
Date: _____
- County Engineer (Joy Blackmon) will authorize the committee to proceed with the #1 A/E after review with the Assistant County Administrator (Larry Newsom).
Date: _____
- Once selection is approved via CE and ACA, the PM shall inform the selected A/E and request a formal scope (set up scope discussion meeting if needed). Robin shall be informed of the selection so she can update the Consultant Selection List.
Date: _____
- Once formal scope is acceptable, PM shall request a fee proposal.
Date: _____
- Schedule a Negotiation meeting.
Date: _____
- The Committee shall negotiate the fee with the selected A/E.
Date: _____
- Once the price is agreed upon, the PM shall submit appropriate paperwork to Accounting for issuance of a Purchase Order.
Date: _____

*This process should take 10 to 14 working days.

Revised: 07/01/13



Project Name: Crockett Street Drainage Improvements Date: 08-14-13
 Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)
 Checklist

The following checklist is intended to provide a method to assure compliance with Florida Statute 286.011, Public Meetings and Records, known as the "Sunshine Laws".

- Construction Based Task Order – Estimated Value \$ 80,000
- Study Based Task Order – Estimated Value \$ 20,000

Contract _____ Number _____

- Committee members

Liz Bush _____
Joy Jones _____
~~Kirk Kassebaum~~ Chris Curb _____

- Firms reviewed (please list all firms that were reviewed for possible consideration)

~~Digital~~ BDI _____
Calci _____
American _____
HMM _____

(Include additional pages, if required)

- Ranking of final three firms

1. Hatch-Mott MacDonald
2. BDE
3. American

- Motion made by: Elizabeth Bust

- Motion seconded by: _____

- Vote: All in favor
 - [Signature] 9/24/13
 - [Signature] 9/24/13
 - [Signature] 9/24/13

- Rank/Decision date
9-24-13



Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law) Checklist

- Rational for number one firm

In 2010-2011, HMM Completed a Study in the area for the Blue-Pit Pond site that would accommodate the water for Crockett Street, HMM would be able to design a system along West Roberts Road and Crockett Street with minimal effort due to the existing knowledge they already have for this area.

- Negotiation Meeting(s) with number one ranked firm (please be aware that these meeting shall be publicly noticed in the building in which they are being held two business days in advance of their occurrence)

Table with 3 columns: Date, Time, Location. Three rows of blank lines for data entry.

(Include additional pages, if required)

- Date and time the information listed above was e-mailed to the Office of Purchasing for posting to the purchasing web site and the official posting board (as above, this information shall be provided to the Office of Purchasing in sufficient time to provide for a two business day posting prior to the meeting)

Name

- Meeting taped and minutes prepared by _____

- Minutes, tapes, backup material, etc. shall be provided to the Office of Purchasing with the task order before it can be approved and issued.

Prepared

By

I do hereby certify that the information provided is true and correct.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 151196-1

CHANGE DATE: 11/20/15

I
 N [PLEASE EMAIL INVOICES TO:]
 V [escambia.invoices@escambiaclerk.com]
 O [CLERK OF THE COURT & COMPTROLLER]
 I [HON. PAM CHILDERS]
 C [221 PALAFOX PLACE, SUITE 140]
 E [PENSACOLA, FL 32502-5843]

V [081206 FAX: 850-505-0265]
 E [HATCH MOTT MACDONALD FLORIDA LLC]
 N [220 WEST GARDEN ST, STE 700]
 D [PENSACOLA FL 32502]
 O []
 R []

S [ENGINEERING]
 H [ENGINEERING DEPARTMENT]
 I [3363 WEST PARK PLACE]
 P [PENSACOLA FL 32505]
 T []
 O [ATTN: ROBIN LAMBERT]

ORDER DATE: 04/22/15 BUYER: ANGELA HOLBROOK REQ. NO.: 15001360 REQ. DATE: 04/13/15

TERMS: NET 30 DAYS F.O.B.: N/A DESC.: CHANGE ORDER - 1

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	Additive Change Order for Hatch Mott MacDonald FL, LLC (HMM) to perform survey work for the Crockett Street Drainage Improvement Project. County crews captured the data in the field but due to the County not currently having a surveyor on staff due to retirement of the County Surveyor, we were unable to have the survey data signed. HMM has agreed to take data, review it, and sign and seal it as their own for the fee of \$1,620.00. The total cost for design was \$40,775.00 and this Change Order, in the amount of \$1,620.00, will make the new contract total \$42,385.00. No extra time will be needed to perform the additional work. CIP: Crockett Street Drainage TASK ORDER NO.02.03.79.13.59.ENG "TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO DEVELOP 100% CONSTRUCTION PLANS FOR CROCKETT STREET (CLEARED) AND CRESTFIELD CIRCLE DRAINAGE	1620.0000	1,620.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	1,620.00
01	210731 56301	1,620.00		TOTAL \$	1,620.00

APPROVED BY 

Change Order Checklist

- Vendor Name: Hatch Mott MacDonald FL LLC
- Purchase Order Number: 151196
- Change Order Number: 1
- Project Name: Crockett Street Drainage

- Board Recommendation: n/a
- Resume Page: n/a
- Funding Source: Fund 181 "Master Drainage Basin 13"
- Breakdown of Project Costs: n/a
- Additional Information: _____



**CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT**

Vendor Code: 081206
 Project Number: _____
 Department: Public Works/Engineering

Vendor Name: Hatch Mott MacDonald FL LLC
 P.O. Number: 151196 C.O. Number: 1
 P.D. Number: 02-03.79.13.59.ENG Date: 11/12/15

Notes for Modifying the Scope of Award:

Additive Change Order for Hatch Mott MacDonald FL, LLC (HMM) to perform survey work for the Crockett Street Drainage Improvement Project. County crews captured the data in the field but due to the County not currently having a surveyor on staff due to retirement of the County Surveyor, we were unable to have the survey data signed. HMM has agreed to take data, review it, and sign and seal it as their own for the fee of \$1,620.00. The total cost for design was \$40,775.00 and this Change Order, in the amount of \$1,620.00, will make the new contract total \$42,385.00. No extra time will be needed to perform the additional work. CIP: Crockett Street Drainage

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: 1 Quantity Adjustment: _____ Amount: \$1,620.00
 Deleting Dollars from Line Item No: _____ Amount: _____

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ) _____
 Previous Purchase Order Total Dollars: \$40,775.00
 Net Dollars added or subtracted: \$1,620.00
 New Purchase Order Total Dollars: \$42,395.00
 Previous Contract Total Dollars: \$40,775.00
 Net Dollars added or subtracted: \$1,620.00
 New Contract Total Dollars: \$42,395.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210731	56301		\$1,620.00	\$42,395.00

- Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.
- Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have 100% of the new contract amount.

Request Prepared By: _____ Date: _____

Contract Administrator's Certification & Approval: _____ Date: _____

Department Director: Joy D. Blackmon _____ Date: _____

F0020 (Revised 1/31/2008) Digitally signed by Joy D. Blackmon, P.E. DN: cn=Joy D. Blackmon, P.E., o=Public Works, ou=Public Works, email=joy_blackmon@myescambia.com, c=US Date: 2015.11.18 13:04:37 -06'00'

**Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505**

When Submitting
Proposals, Please
Use Engineering Staff and
Other
Appropriate Personnel and
Obtain their
Approval.

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Crockett Street Drainage
 Project ID: _____
 Location: Crockett @ West Roberts Road and Crestfield @ West Roberts Road
 Project Manager: Cooper Saunders
 Date: 9/29/2015

 Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

Under the RFF for HMM to perform A&E services for the Crockett Street Drainage Improvement Project, additional survey was needed. County crews captured the data in the field but due to the County not currently having a surveyor, staff was not able to have the survey data signed. HMM has agreed to take our data, review it and sign and seal it as their own for the fee of \$1,620.00. HMM was selected through the abbreviated A&E selection process. The total cost for design was \$40,745.00 and the CO will bring that total to \$42,375.00. No extra time will be needed to perform the additional work.

8

7-22-2014
10-A-14

Attached backup documentation _____ page (s)
 RFF/NTP Start Date 4/20/2015 or Upon Issuance of Notice to Proceed
 Time shall be increased/decreased by 459 calendar days.
7/22/2015 Completion date

			Obligated	Required
Balance of CIP Project			_____	_____
Funds for Original Construction Contract			_____	_____
Funds for Construction CO#			_____	_____
Contract PD _____ Contractor _____				
Funds for Original Task Order			_____	_____
Funds for Addendum # _____			_____	_____
Task Order PD <u>02.03.79.13.59</u> <u>1</u> _____ Consultant <u>Hatch-Mott</u>			_____	\$ <u>1,620.00</u>
Funds for Original Work Order			_____	_____
Funds for Change Order # _____			_____	_____
Contract PD _____ Contractor _____				
Funds for Contingency		Consultant	_____	_____
Funds for Permit Fees		Agency	_____	_____
Funds for Land Purchases		Owner	_____	_____
Funds for Title Work		Company	_____	_____
Contract PD _____ Contractor _____				
Funds for _____			_____	_____
New Balance of CIP Project			\$ _____	\$ (1,620.00)

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
_____	_____	_____	_____	_____
To:	Fund	Project #	Project Name	Amount
_____	_____	_____	_____	_____
			Transfer	_____

County Engineer Signature _____ Transferred by _____ Transfer Date _____

Posted to Expedition
Date: _____

**SUPPLEMENTAL SCOPE OF SERVICES FOR CROCKETT STREET (CLEARED)
AND CRESTFIELD CIRCLE DRAINAGE IMPROVEMENTS**
Surveying Services

ESCAMBIA COUNTY – Engineering Department
Crockett Street (Cleared) and Crestfield Circle Drainage Improvements

Hatch Mott MacDonald Florida, LLC. (HMM) proposes to provide surveying services required to sign and seal the topographic survey for the Crockett Street and Crestfield Circle Drainage Improvements project, which was performed and prepared by Escambia County personnel.

Task 1: Sign and Seal Topographic Survey Performed and Prepared by Escambia County

This task shall include review of field collection data and survey notes and make visible observation of surveyed properties to verify apparent and visible features as depicted on the provided survey drawings. In the case that any deficiencies and/or errors are discovered during the review process all drawing modifications shall be performed by Escambia County and resubmitted for subsequent review. Once it is determined that the survey meets the requirements of the State of Florida, Hatch Mott MacDonald shall sign and seal the topographic survey.



Hatch Mott
MacDonald

CROCKETT STREET AND CRESTFIELD
CIRCLE DRAINAGE IMPROVEMENTS
SUPPLEMENTAL SCOPE OF SERVICES

Project Name: Crockett Street (cleared) and Crestfield Cr. Drainage Improvements

Client: Escambia County

Prepared By: S. White

Date: February 17, 2015



Hatch Mott
MacDonald

Crockett Street and Crestfield Cr. Drainage Improvements Supplemental Surveying Scope		Senior Surveyor	Surveyor III	Line Item Sub-Total
Task	Description	\$115.00	\$70.00	
1.0	Sign and Seal Topographic Survey Performed and Prepared By Escambia County			
1.1	Review Collected Data and Field Notes	3	5	\$ 695.00
1.2	Site Visit for visual observation	5	5	\$ 925.00
				\$ -
	Task Subtotal	8	10	\$ 1,620.00
	Project Total	8	10	\$ 1,620.00

calculations verified

11/12/2015 rflamber

**Escambia County Design and Engineering Services
Hatch Mott MacDonald Florida, LLC**

Position	2014 Average Hourly Rate	Overhead	Profit	Billing Rate	Proposed Billing Rate
Principal	\$ 84.50	158.92%	12.00%	\$ 245.04	\$ 245.00
Principal Project Engineer/Manager	\$ 72.50	158.92%	12.00%	\$ 210.24	\$ 210.00
Sr. Project Engineer/Manager	\$ 53.50	158.92%	12.00%	\$ 155.14	\$ 155.00
Project Manager	\$ 46.75	158.92%	12.00%	\$ 135.57	\$ 135.00
Project Engineer/Architect	\$ 36.25	158.92%	12.00%	\$ 105.12	\$ 105.00
Engineer/Architect III and IV	\$ 32.75	158.92%	12.00%	\$ 94.97	\$ 95.00
Engineer/Architect I and II	\$ 26.00	158.92%	12.00%	\$ 75.40	\$ 75.00
Senior Specialist	\$ 51.75	158.92%	12.00%	\$ 150.07	\$ 150.00
Specialist/Designer V	\$ 37.25	158.92%	12.00%	\$ 108.02	\$ 108.00
Specialist/Designer IV	\$ 31.00	158.92%	12.00%	\$ 89.90	\$ 90.00
Specialist/Designer III	\$ 27.00	158.92%	12.00%	\$ 78.30	\$ 78.00
Technician II	\$ 20.75	158.92%	12.00%	\$ 60.17	\$ 60.00
Technician I	\$ 17.25	158.92%	12.00%	\$ 50.02	\$ 50.00
Inspector V	\$ 31.00	158.92%	12.00%	\$ 89.90	\$ 90.00
Inspector IV	\$ 29.50	158.92%	12.00%	\$ 85.55	\$ 85.00
Inspector III	\$ 23.25	158.92%	12.00%	\$ 67.42	\$ 67.00
Inspector/Specialist II	\$ 20.75	158.92%	12.00%	\$ 60.17	\$ 60.00
Inspector/Specialist I	\$ 15.50	158.92%	12.00%	\$ 44.95	\$ 45.00
Senior Surveyor	\$ 39.75	158.92%	12.00%	\$ 115.27	\$ 115.00
Surveyor V	\$ 37.25	158.92%	12.00%	\$ 108.02	\$ 108.00
Surveyor IV	\$ 32.75	158.92%	12.00%	\$ 94.97	\$ 95.00
Surveyor III	\$ 24.25	158.92%	12.00%	\$ 70.32	\$ 70.00
Surveyor II	\$ 17.25	158.92%	12.00%	\$ 50.02	\$ 50.00
Surveyor I	\$ 15.25	158.92%	12.00%	\$ 44.22	\$ 44.00
Administrative Assistant III and IV	\$ 22.50	158.92%	12.00%	\$ 65.25	\$ 65.00
Administrative Assistant I and II	\$ 15.50	158.92%	12.00%	\$ 44.95	\$ 45.00
1-Person with Robotic Equipment	\$ 31.00	158.92%	12.00%	\$ 89.90	\$ 90.00
2-Person Survey Crew	\$ 43.25	158.92%	12.00%	\$ 125.42	\$ 125.00
3-Person Survey Crew	\$ 57.00	158.92%	12.00%	\$ 165.29	\$ 165.00
4-Person Survey Crew	\$ 72.50	158.92%	12.00%	\$ 210.24	\$ 210.00

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 151196-2

CHANGE DATE: 05/25/16

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escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843]

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[081206 FAX: 850-505-0265]
HATCH MOTT MACDONALD FLORIDA LLC
220 WEST GARDEN ST, STE 700
PENSACOLA FL 32502]

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T
O
[ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505]
ATTN: ROBIN LAMBERT

ORDER DATE: 04/22/15	BUYER: ANGELA HOLBROOK	REQ. NO.: 15001360	REQ. DATE: 04/13/15
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TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 2
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	<p>This RFF is for an additive CO in the amount of \$22,200.00 to HMM, for HMM to perform A&E services for the Crockett Street Drainage Improvement Project. The modeling performed thus far has revealed a need for improved capacity for the Blue Pit. Additional geotechnical exploration, additional design services, and additional survey are needed to make improvements to this pit in order to handle the additional water that will be directed from Crockett Street. A new regional pond has been acquired on West Roberts west of Crestfield. This CO performs models to ensure that the new outfall installed at Crestfield will accommodate future drainage that will be directed to the new pond. There is be additional time given for the completion of this work in the amount of 90 days. This will make the new end date 9/20/2016. Change Order #1 was for surveying services in the amount of \$1,620.00. CIP: Crocket Street Drainage Improvement Project Change Order Approved by BCC on May 19, 201</p> <p>02.03.79.13.59.ENG "TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO DEVELOP 100% CONSTRUCTION</p>	22200.0000	22,200.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	22,200.00
01	210731 56301	22,200.00		TOTAL \$	22,200.00

APPROVED BY



BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 151196-2

CHANGE DATE: 05/25/16

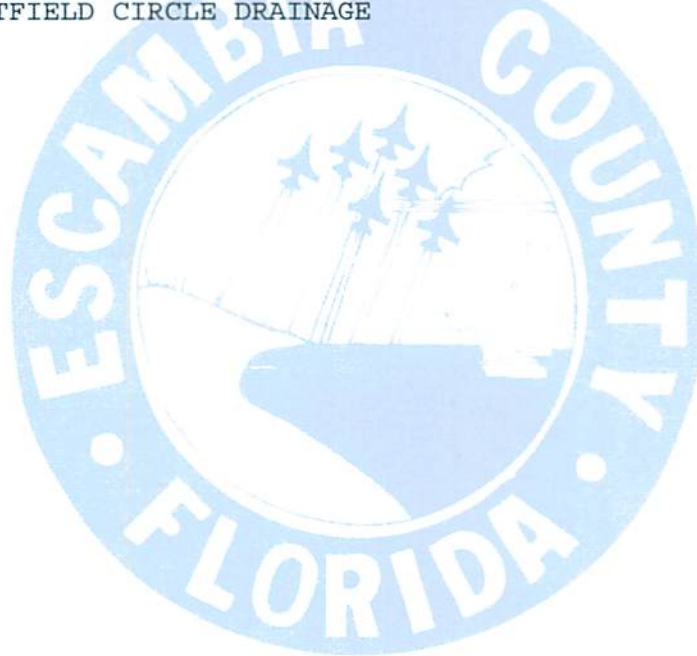
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escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843]

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[081206 FAX: 850-505-0265]
 HATCH MOTT MACDONALD FLORIDA LLC
 220 WEST GARDEN ST, STE 700
 PENSACOLA FL 32502]

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[ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505]
 ATTN: ROBIN LAMBERT

ORDER DATE: 04/22/15	BUYER: ANGELA HOLBROOK	REQ. NO.: 15001360	REQ. DATE: 04/13/15
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 2	
ITEM#	QUANTITY	UOM	EXTENSION

DESCRIPTION
 PLANS FOR CROCKETT STREET (CLEARED) AND
 CRESTFIELD CIRCLE DRAINAGE



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
				TOTAL \$ 22,200.00

APPROVED BY _____

Change Order Checklist

- Vendor Name: Hatch Mott MacDonald FL LLC
- Purchase Order Number: 151196
- Change Order Number: 2 (BCC Approval 05/19/2016)
- Project Name: Crockett Street Drainage

- Board Recommendation: n/a
- Resume Page: n/a
- Funding Source: Fund 181 "Master Drainage Basin 13"
- Breakdown of Project Costs: n/a
- Additional Information: _____



**CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT**

Vendor Code: 081206
 Project Number: _____
 Department: Public Works/Engineering

Vendor Name: Hatch Mott MacDonald FL LLC
 P.O. Number: 151196 C.O. Number 2
 P.D. Number: 02-03.79.13.59.ENG Date: 05/25/16

Notes for Modifying the Scope of Award:

This RFF is for an additive CO in the amount of \$22,200.00 to HMM, for HMM to perform A&E services for the Crockett Street Drainage Improvement Project. The modeling performed thus far has revealed a need for improved capacity for the Blue Pit. Additional geotechnical exploration, additional design services, and additional survey are needed to make improvements to this pit in order to handle the additional water that will be directed from Crockett Street. A new regional pond has been acquired on West Roberts west of Crestfield. This CO performs models to ensure that the new outfall installed at Crestfield will accommodate future drainage that will be directed to the new pond. There is be additional time given for the completion of this work in the amount of 90 days. This will make the new end date 9/20/2016. Change Order #1 was for surveying services in the amount of \$1,620.00. CIP: Crocket Street Drainage Improvement Project Change Order Approved by BCC on May 19, 2016

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: 1 Quantity Adjustment: _____ Amount: \$22,200.00
 Deleting Dollars from Line Item No: _____ Adjustment: _____ Amount: _____

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ) _____
 Previous Purchase Order Total Dollars: \$42,395.00
 Net Dollars added or subtracted: \$22,200.00
 New Purchase Order Total Dollars: \$64,595.00
 Previous Contract Total Dollars: \$43,295.00
 Net Dollars added or subtracted: \$22,200.00
 New Contract Total Dollars: \$65,495.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210731	56301		\$22,200.00	\$64,595.00

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have of the new contract amount.

Request Prepared By: *Robin Janket* Robin Janket, P.E., Professional Engineer, Broward County, Florida, License No. 14572, Date: 2016-05-25 14:57:22 -0500 Date: _____

Contract Administrator's Certification & Approval: _____ Date: _____

Department Director: Approved by BCC on May 19 2016 Date: _____

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Recommendation: That the Board approve, and authorize the County Administrator to execute, the following Change Order to Hatch Mott MacDonald Florida, LLC, on Contract PD 02-03.79, Professional Services, for the Crockett Street Drainage Improvement Project (Funding Source: Fund 181, "Master Drainage Basin XII," Account 210731, Object Code 56301):

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$22,200
Vendor:	Hatch Mott MacDonald Florida, LLC
Project Name:	Crockett Street Drainage
Contract:	PD 02-03.79
Purchase Order #:	151196
Change Order (CO) #:	2
Original Contract Award:	\$40,775
Cumulative Amount of Change Orders through this CO:	\$23,820
New Contract Amount:	\$64,595

Approved 5-0

16. Recommendation: That the Board approve, and authorize the Chairman to sign, the Agreement between Escambia County and Escarosa Coalition on the Homeless, Inc., per the terms and conditions of PD 15-16.030, Low Income Direct Emergency Assistance Program, and providing for \$55,000 for Fiscal Year 2015-2016 (Funding: Fund 001, General Fund, Cost Center 370102, Object Code 58201).

Approved 5-0

**Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505**

Form 6000-01
01/01/2010
Escambia County
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Crockett Street Drainage
 Project ID: _____
 Location: Crockett @ West Roberts Road and Crestfield @ West Roberts Road
 Project Manager: Cooper Saunders
 Date: 4/13/2016

Jay Jones
 Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This RFF is for an additive CO in the amount of \$22,200.00 to HMM, for HMM to perform A&E services for the Crockett Street Drainage Improvement Project. The modeling performed thus far has revealed a need for improved capacity for the Blue Pit. Additional geotechnical exploration, additional design services, and additional survey are needed to make improvements to this pit in order to handle the additional water that will be directed from Crockett Street. A new regional pond has been acquired on West Roberts west of Crestfield. This CO performs models to ensure that the new outfall installed at Crestfield will accommodate future drainage that will be directed to the new pond. There is additional time given for the completion of this work in the amount of 90 days. This will make the new end date 9/20/2016.

Attached backup documentation 5 page (s).
 RFF/NTP Start Date _____ or Upon Issuance of Notice to Proceed
 Time shall be increased/decreased by 90 calendar days.
9/20/2016 Completion date

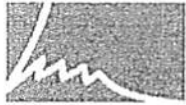
		Obligated	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction CO#			
Contract PD _____	Contractor _____		
Funds for Original Task Order			
Funds for Addendum # <u>2</u>			
Task Order PD <u>02.03.79.13.59</u>	Consultant <u>Hatch-Mott</u>		\$ <u>22,200.00</u>
Funds for Original Work Order			
Funds for Change Order # _____	Contractor _____		
Contract PD _____			
Funds for Contingency	Consultant _____		
Funds for Permit Fees	Agency _____		
Funds for Land Purchases	Owner _____		
Funds for Title Work	Company _____		
Contract PD _____	Contractor _____		
Funds for _____			
Now Balance of CIP Project		\$ _____	\$ (22,200.00)

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
	_____	_____	_____	_____
To:	Fund	Project #	Project Name	Amount
	_____	_____	_____	_____
			Transfer	_____

County Engineer Signature _____ Transferred by _____ Transfer Date _____

Pasted to Expedite
 Date: _____



**Hatch Mott
MacDonald**

Hatch Mott MacDonald
220 W. Garden Street, Suite 700
Pensacola, FL 32502
T 850.484.6011 www.hatchmott.com

AAC000035 EB0000155 LB00006783

March 29, 2016

Mrs. Cooper Saunders
Escambia County Public Works
Engineering Division
3363 West Park Place
Pensacola, FL 32505

**Re: Additional Services Fee Increase Request
Crockett Street and Crestfield Circle Drainage Improvements
HMM Project Number 333166**

Dear Cooper:

As we discussed previously, please accept this letter as Hatch Mott MacDonald's request for a fee increase related to additional services requested on the Crockett Street and Crestfield Circle Drainage Improvements Project. The additional services for which this fee increase is being requested are:

Task 1 – Topographic Survey of Blue Pit

This task shall include performing additional topographic survey of the Blue Pit stormwater pond. Topographic survey efforts shall include the horizontal and vertical location of all above ground improvements, and apparent utilities. Performance of a tree survey within the limits of the topographic survey is considered to be outside the current scope of services and as such is not included within the proposed fee.

Task 1 Lump Sum Fee - \$5,500.00

Task 2 – Additional Design and Plan Revision Services

This task shall include design and drafting efforts required as a result of the proposed introduction of additional watershed area into the previously permitted Blue Pit stormwater pond as well as the evaluation of conveyance pipe sizing considerations related to the planned future regional stormwater pond near the intersection of Crestfield Circle and W. Roberts Road.. Design services shall include the hydrologic/hydraulic modelling updated of the existing ADICPR Eleven Mile Creek Basin Model to reflect the Blue Pit stormwater pond existing and proposed conditions as necessary for stormwater permitting associated with the project. The model shall also be updated to evaluate future conveyance pipe size required to convey anticipated stormwater flows from the north southward along W. Roberts Road to the future planned regional stormwater facility located just south of the intersection of Crestfield Circle and West Roberts Road. Plan revisions shall include the regrading, as necessary of the Blue Pit for additional stormwater flows, repair of erosion along the easterly embankment of the existing blue pit facility, and revision of proposed for stormwater conveyance features from the Crestfield Circle stormwater ponds.

Task 2 Lump Sum Fee - \$16,700.00

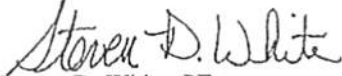


Hatch Mott
MacDonald

Mr. Cooper Saunders
March 29, 2016
Page 2 of 2

We appreciate your thoughtful consideration of this request. If you have any questions, or if I can be of any assistance, please do not hesitate to call.

Best Regards,
HATCH MOTT MACDONALD


Steven D. White, PE
Senior Project Engineer

Project Name: Crockett Street and Greatfield Circle Drainage Improvements - Blue Pit Topo and Future Regional Pond Consideration Additional Services
 Client: Escambia County
 Prepared By: S. White
 Date: March 29, 2018



Crockett Street and Greatfield Circle Blue Pit Topo-Additional Services Manhour Projection									
Task	Description	Sr. Project Engineer	Project Manager	Project Engineer	Designer V	PLS	Technician	Person Survey Crew	Line Item Sub-Total
1.0	Blue Pit Topographic Survey	\$195.00	\$133.00	\$105.00	\$105.00	\$115.00	\$70.00	\$125.00	
	1.1 Field Work							31	\$ 3,875.00
	1.2 Survey CAD/DT/tech Time							15	\$ 1,050.00
	1.3 PLS Review and Print Processing								\$ 575.00
	Sub-Total	0	0	0	0	0	15	21	\$ 5,500.00
2.0	Desktop Services								
	2.1 Evaluate Blue Pit Existing Conditions			4	8				\$ 1,480.00
	2.2 Machine ASCE/PE Model and Evaluate For Blue Pit Placement Conditions and Future Regional Pond Concrete Pipe Size Requirement			12	24				\$ 4,380.00
	2.3 Additional Photo presentation			12	24	60			\$ 10,860.00
	Sub-Total			28	56	60	0	0	\$ 16,720.00
	Project Total			28	56	60	15	21	\$ 22,220.00

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ESCAMBIA COUNTY FLORIDA
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 PO BOX 1591
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 (850) 595-4980

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escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843]

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 [081206 FAX: 850-505-0265]
MOTT MACDONALD CONSULTANTS INC
220 WEST GARDEN ST STE 700
PENSACOLA FL 32502]

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 [ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505]
T
O
 [ATTN: ROBIN LAMBERT]

Paul Noides

ORDER DATE: 04/22/15	BUYER: PURCHASING MANAGER	REQ. NO.: 15001360	REQ. DATE: 04/13/15
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TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 3
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This RFF is an additive for both time and money for the Crockett-Crestfield design being developed by Mott McDonald. During the redesign of the Blue Pit pond, a severe wash out was noted on the east bank. The erosion extended from the pond slopes all the way out to Pine Forest Rd. The property owner was approached about dedicating a permanent easement to the County in order to incorporate the repairs and improvements into the existing project. Mott McDonald did not have any survey hours included in their original task order. This change order will provide the funds necessary for Mott McDonald to draft a legal and produce a sketch for the easement acquisition. The total cost for this change is \$1,350.00. Due to the additional work required to produce the documents and execute the easement, an additional 180 days will be added to the task order making the new completion date December 28, 2017. Change Order #2 in the amount of \$22,200.00 (BCC Approval 05/19/2016), was for MM to perform A&E services for the Crockett Street Drainage Improvement Project, i.e. the modeling performed thus far revealed a need for improved capacity for the Blue Pit, additional geotechnical exploration, additional design services, and additional survey are needed to make improvements to this pit in order to handle the additional water that will be directed from Crockett Street. A new regional pond has been acquired on West		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	TOTAL \$
	Roberts west of Crestfield.		Change Order #1	

APPROVED BY

Page 1 of 2

PAM

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

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 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

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 MOTT MACDONALD CONSULTANTS INC
 220 WEST GARDEN ST STE 700
 PENSACOLA FL 32502

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 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 T
O
] ATTN: ROBIN LAMBERT

ORDER DATE: 04/22/15	BUYER: PURCHASING MANAGER	REQ. NO.: 15001360	REQ. DATE: 04/13/15
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TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 3
--------------------	-------------	-------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	surveying services in the amount of \$1,620.00. There was also a time extension processed taking the time to July 1, 2017. CIP: Crocket Street Drainage ImprovementProject TASK ORDER NO.02.03.79.13.59.ENG "TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO DEVELOP 100% CONSTRUCTION PLANS FOR CROCKETT STREET (CLEARED) AND CRESTFIELD CIRCLE DRAINAGE	1350.0000	1,350.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	1,350.00
01	210204 56301	548.00		TOTAL \$	1,350.00
01	210731 56301	802.00			

APPROVED BY 

Original Purchase Order

page 2 of 2 

Change Order Checklist

- Vendor Name: Mott MacDonald FL LLC
- Purchase Order Number: 151196
- Change Order Number: 3
- Project Name: Crocket Street Drainage Improvement Project

- Board Recommendation: Change Order #2 Approved by BCC 05/19/2016
- Resume Page: attached
- Funding Source: Fund 181 "MDB13" and Fund 333 "New Road Construction"
- Breakdown of Project Costs: _____
- Additional Information: _____



**CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT**

Vendor Code: 081206
 Project Number: n/a
 Department: Public Works/Engineering

Vendor Name: Mack Mott MacDonald FL LLC
 P.O. Number: 151196 C.O. Number 3
 P.D. Number: 02-03.79.13.59.ENG Date: 03/08/17

Notes for Modifying the Scope of Award:

This RFF is an additive for both time and money for the Crockett-Crestfield design being developed by Mott McDonald. During the redesign of the Blue Pit pond, a severe wash out was noted on the east bank. The erosion extended from the pond slopes all the way out to Pine Forest Rd. The property owner was approached about dedicating a permanent easement to the County in order to incorporate the repairs and improvements into the existing project. Mott McDonald did not have any survey hours included in their original task order. This change order will provide the funds necessary for Mott McDonald to draft a legal and produce a sketch for the easement acquisition. The total cost for this change is \$1,350.00. Due to the additional work required to produce the documents and execute the easement, an additional 180 days will be added to the task order making the new completion date December 28, 2017. Change Order #2 in the amount of \$22,200.00 (BCC Approval 05/19/2016), was for MM to perform A&E services for the Crockett Street Drainage Improvement Project, i.e. the modeling performed thus far revealed a need for improved capacity for the Blue Pit, additional geotechnical exploration, additional design services, and additional survey are needed to make improvements to this pit in order to handle the additional water that will be directed from Crockett Street. A new regional pond has been acquired on West Roberts west of Crestfield. Change Order #1 was for surveying services in the amount of \$1,620.00. There was also a time extension processed taking the time to July 1, 2017. CIP: Crockett Street Drainage Improvement Project

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: 1
 Deleting Dollars from Line Item No:

Quantity Adjustment:
 Adjustment:

Amount: \$1,350.00
 Amount:

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ)

Previous Purchase Order Total Dollars: \$26,280.00
 Net Dollars added or subtracted: \$1,350.00
 New Purchase Order Total Dollars: \$27,630.00

Previous Contract Total Dollars: \$64,595.00
 Net Dollars added or subtracted: \$1,350.00
 New Contract Total Dollars: \$65,945.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210731	56301		\$802.00	\$65,397.00
210204	56301		\$548.00	\$548.00
				\$65,945.00

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds is adjusted to 100% of the new contract amount.

Request Prepared By: *Rita Lambert* Date:

Contract Administrator's Certificate: *Joy D. Blackmon* Date:

Department Director: *Joy D. Blackmon* Date:

Joy D. Blackmon, P.E.
 cn=Joy D. Blackmon, P.E., o=Public Works,
 ou=Director, County Engineer,
 email=joy_blackmon@myscala.com,
 c=US
 2017.03.09 11:46:34 -06'00'

**Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505**

Official Use Only
Do Not Write In This Area
Date: _____
Signature: _____

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Crockett Street Drainage
 Project ID: ENG1321
 Location: Crockett @ West Roberts Road and Crestfield @ West Roberts Road
 Project Manager: Cooper Saunders
 Date: 2/21/2017

Jay Jones
Signature

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This RFF is an additive for both time and money for the Crockett-Crestfield design being developed by Mott McDonald. During the redesign of the Blue Pit pond, a severe wash out was noted on the east bank. The erosion extended from the pond slopes all the way out to Pine Forest Rd. The property owner was approached about dedication a permanent easement to the County in order to incorporate the repairs and improvements into the existing project. Mott McDonald did not have any survey hours included in their original task order. This change order will provide the funds necessary for Mott McDonald to draft a legal and produce a sketch for the easement acquisition. The total cost for this change is \$1,350.00. Due to the additional work required to produce the documents and execute the easement, and additional 180 days will be added to the task order.

Attached backup documentation _____ page (s).
 RFF/NTP Start Date _____ or Upon Issuance of Notice to Proceed
 Time shall be increased/decreased by 180 calendar days.
 _____ Completion date

	Obligated	Required
Balance of CIP Project	_____	_____
Funds for Original Construction Contract	_____	_____
Funds for Construction CO# _____	_____	_____
Contract PD _____ Contractor _____	_____	_____
Funds for Original Task Order	_____	_____
Funds for Addendum # <u>4</u>	_____	\$ <u>1,350.00</u>
Task Order PD <u>02.03.79.13.59</u> Consultant <u>Mott-McDonald</u>	_____	_____
Funds for Original Work Order	_____	_____
Funds for Change Order # _____	_____	_____
Contract PD _____ Contractor _____	_____	_____
Funds for Contingency	_____	_____
Contractor _____	_____	_____
Funds for Permit Fees	_____	_____
Agency _____	_____	_____
Funds for Land Purchases	_____	_____
Owner _____	_____	_____
Funds for Title Work	_____	_____
Company _____	_____	_____
Contract PD _____ Contractor _____	_____	_____
Funds for _____	_____	_____
New Balance of CIP Project	\$ -	\$ (1,350.00)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:	_____	_____	_____	_____
To:	_____	_____	_____	_____

Transfer

County Engineer Signature _____ Transferred by _____ Transfer Date _____

Passed to Exposition
Date: _____

Cooper Saunders

From: White, Steven D [Steven.White@mottmac.com]
Sent: Wednesday, February 15, 2017 7:41 AM
To: Cooper Saunders; Chris A. Curb
Cc: Faircloth, Byron A
Subject: RE: 333166-C-Layout-Xref-Layout1 (002).pdf

Cooper,

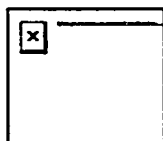
I spoke with my surveyor in regards to preparation of a sketch and description needed for the permanent easement for Mr. Farish's property. As I had believed, because of the nature of the proposed easement and the proximity to/coincidence with property lines, some additional field work will be needed. As such the fee for the sketch and description would be \$1350.00. Please let me know if this will work for you and I will prepare an official additional services request for your processing.

Thanks,

Steven D. White, PE

Senior Project Engineer

D +1 (850) 602 9780 T +1 (850) 484 6011 C +1 (850) 698 0842
F +1 (850) 484 8199
steven.white@mottmac.com



Mott MacDonald
220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

[Website](#) | [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [YouTube](#)

From: Faircloth, Byron A
Sent: Tuesday, February 14, 2017 3:42 PM
To: White, Steven D <Steven.White@mottmac.com>
Subject: RE: 333166-C-Layout-Xref-Layout1 (002).pdf

Steven,

MM Survey department will collect necessary field data to calculate the subject parcels boundary and Pine Forest Rd.'s right of way in relationship to the existing topographic survey as well draft a sketch and description of the proposed easement across the subject property on 8.5X11 signed and sealed sheet(s) for \$1,350.

Thanks,

Byron A. Faircloth, PSM

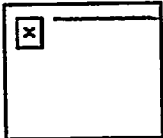
From: White, Steven D
Sent: Tuesday, February 14, 2017 2:46 PM
To: Faircloth, Byron A <Byron.Faircloth@mottmac.com>
Subject: 333166-C-Layout-Xref-Layout1 (002).pdf

For your use.

Thanks,

Steven D. White, PE
Senior Project Engineer

D +1 (850) 602 9780 T +1 (850) 484 6011 C +1 (850) 698 0842
F +1 (850) 484 8199
steven.white@mottmac.com



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United States of America

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] 081206 FAX: 850-505-0265
 MOTT MACDONALD CONSULTANTS INC
 220 WEST GARDEN ST STE 700
 PENSACOLA FL 32502

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 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT

ORDER DATE: 04/22/15	BUYER: PAUL NOBLES	REQ. NO.: 15001360	REQ. DATE: 04/13/15
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 4	
ITEM#	QUANTITY	UOM	EXTENSION

DESCRIPTION
 UNIT PRICE | EXTENSION |

This RFF is an additive for Subsurface Utility Excavation (SUE) services as well as additional survey services for horizontal location of found utilities. During the utility coordination review of the 60% plans, it was determined that additional exploration was needed to prevent any unforeseen conflicts during construction. During review, two areas were identified as potential areas of concern. Matt MacDonald will hire a sub consultant to physically locate the utilities in this area and provide the data for inclusion in the revised plan set. The total for the additional services is a lump sum amount of \$4,300.00. Change Order #2 in the amount of \$22,200.00 (BCC Approval 05/19/2016), was for MM to perform A&E services for the Crockett Street Drainage Improvement Project, i.e. the modeling performed thus far revealed a need for improved capacity for the Blue Pit, additional geotechnical exploration, additional design services, and additional survey are needed to make improvements to this pit in order to handle the additional water that will be directed from Crockett Street. A new regional pond has been acquired on West Roberts west of Crestfield. Change Order #1 was for surveying services in the amount of \$1,620.00. There was also a time extension processed taking the time to July 1, 2017. Current completion date is 12/28/2017. CIP: Crockett Street Drainage Improvement Project

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
				TOTAL \$

APPROVED BY Cont

Cont
 Page 1 of 2

BOARD OF COUNTY COMMISSIONERS

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] 081206 FAX: 850-505-0265
 MOTT MACDONALD CONSULTANTS INC
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 PENSACOLA FL 32502

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 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
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] ATTN: ROBIN LAMBERT

ORDER DATE: 04/22/15	BUYER: PAUL NOBLES	REQ. NO.: 15001360	REQ. DATE: 04/13/15
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TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 4
--------------------	-------------	-------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Original PO Amount	\$40,775.00	
			Change Order 1	\$1,620.00	
			Change Order 2	\$22,200.00 (BCC Approval	
			05/19/2016		
			Time Extension		
			Change Order 3	\$1,350.00	
			Change Order 4	\$4,300.00	
			New PO Amount	\$70,245.00	
01	.00	LOT	TASK ORDER NO.02.03.79.13.59.ENG "TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO DEVELOP 100% CONSTRUCTION PLANS FOR CROCKETT STREET (CLEARED) AND CRESTFIELD CIRCLE DRAINAGE	4300.0000	4,300.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	4,300.00
01	210204 56301	.00		TOTAL \$	4,300.00
01	210731 56301	4,300.00			

APPROVED BY *[Signature]*

Original Purchase Order

Change Order Checklist

- Vendor Name: Mott MacDonald FL LLC
- Purchase Order Number: 151196
- Change Order Number: 4
- Project Name: Crocket Street Drainage Improvement Project

- Board Recommendation: Change Order #2 Approved by BCC 05/19/2016
- Resume Page: attached
- Funding Source: Fund 181 "MDB13" and Fund 333 "New Road Construction"
- Breakdown of Project Costs: _____
- Additional Information: _____



**CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT**

Vendor Code: 081206
 Project Number: n/a
 Department: Public Works/Engineering

Vendor Name: Hatch Mott MacDonald FL LLC
 P.O. Number: 151196 C.O. Number: 4
 P.D. Number: 02-03.79.13.59.ENG Date: 07/28/17

Notes for Modifying the Scope of Award:

This RFF is an additive for Subsurface Utility Excavation (SUE) services as well as additional survey services for horizontal location of found utilities. During the utility coordination review of the 60% plans, it was determined that additional exploration was needed to prevent any unforeseen conflicts during construction. During review, two areas were identified as potential areas of concern. Matt MacDonald will hire a sub consultant to physically locate the utilities in this area and provide the data for inclusion in the revised plan set. The total for the additional services is a lump sum amount of \$4,300.00. Change Order #2 in the amount of \$22,200.00 (BCC Approval 05/19/2016), was for MM to perform A&E services for the Crockett Street Drainage Improvement Project, i.e. the modeling performed thus far revealed a need for improved capacity for the Blue Pit, additional geotechnical exploration, additional design services, and additional survey are needed to make improvements to this pit in order to handle the additional water that will be directed from Crockett Street. A new regional pond has been acquired on West Roberts west of Crestfield. Change Order #1 was for surveying services in the amount of \$1,620.00. There was also a time extension processed taking the time to July 1, 2017. Current completion date is 12/28/2017. CIP: Crockett Street Drainage Improvement Project

	Quantity	
Adding Dollars to Line Item No: <u>1</u>	Adjustment:	Amount: <u>\$4,300.00</u>
Deleting Dollars from Line Item No: _____	Adjustment:	Amount: _____

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ) _____

Previous Purchase Order Total Dollars:	<u>\$27,630.00</u>
Net Dollars added or subtracted:	<u>\$4,300.00</u>
New Purchase Order Total Dollars:	<u>\$31,930.00</u>

Previous Contract Total Dollars:	<u>\$64,595.00</u>
Net Dollars added or subtracted:	<u>\$1,350.00</u>
New Contract Total Dollars:	<u>\$65,945.00</u>

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210731	56301		\$4,300.00	\$65,397.00
210204	56301		\$0.00	\$548.00
				\$65,945.00

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds is at least 100% of the new contract amount.

Request Prepared By: *Joy D Blackmon* DN: cn=Joy D Blackmon, P.E., ou=Public Works, ou=Engineering, email=jblackmon@myescambia.com, c=US Date: 2017.07.28 11:17:58 -0500 Date: _____

Contract Administrator's Certification & Approval: _____ Date: _____

Department Director: *Joy D Blackmon* Digitally signed by Joy D Blackmon, P.E. DN: cn=Joy D Blackmon, P.E., ou=Public Works, ou=Director, County Engineer, email=joy_blackmon@myescambia.com, c=US Date: 2017.03.03 10:54:54 -0500 Date: _____

**Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505**

James Duncan
Escambia County Public Works
Engineering Division
3363 W. Park Place
Pensacola, FL 32505
201-272-1812
05/16

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Crockett Street Drainage
 Project ID: ENG1321
 Location: Crockett @ West Roberts Road and Crestfield @ West Roberts Road
 Project Manager: Cooper Saunders
 Date: 7/13/2017

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This RFF is an additive for Subsurface Utility Excavation (SUE) services as well as additional survey services for horizontal location of found utilities. During the utility coordination review of the 60% plans, it was determined that additional exploration was needed to prevent any unforeseen conflicts during construction. During review, two areas were identified as potential areas of concern. Matt MacDonald will hire a sub consultant to physically locate the utilities in this area and provide the data for inclusion in the revised plan set. The total for the additional services is a lump sum amount of \$4,300.00.

Attached backup documentation _____ page (s).
 RFF/NTP Start Date _____ or Upon Issuance of Notice to Proceed
 Time shall be increased/decreased by _____ calendar days.
 _____ Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO#				
Contract PD		Contractor		
Funds for Original Task Order				
Funds for Addendum #	<u>5</u>			
Task Order PD	<u>02.03.79.13.59</u>	Consultant		\$ 4,300.00
Funds for Original Work Order				
Funds for Change Order #				
Contract PD		Contractor		
Funds for Contingency		Consultant		
Funds for Permit Fees		Agency		
Funds for Land Purchases		Owner		
Funds for Title Work		Company		
Contract PD		Contractor		
Funds for				
New Balance of CIP Project			\$ -	\$ (4,300.00)

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
To:	Fund	Project #	Project Name	Amount
			Transfer	

County Engineer Signature _____ Transferred by _____ Transfer Date _____

Posted to Expedition
Date: _____



Cooper Saunders
Escambia County Public Works
Engineering Division
3363 West Park Place
Pensacola, FL 32505

Your Reference
Crockett St and Crestfield Cir
Drainage Improvements

Our Reference
MM Project Number 333166

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

T +1 (850) 484 6011
F +1 (850) 484 8199
mottmac.com

Re: Additional Services Fee Request for Utility Location Investigations

July 12, 2017

Dear Cooper,

As we discussed previously, please accept this letter as Mott MacDonald's request for a fee increase related to additional services requested on the Crockett Street and Crestfield Circle Drainage Improvements Project. The additional services for which this fee increase is being requested are:

Task 1 – Underground Utility Investigation

This task will include ground penetrating radar (GPR) and subsurface utility excavation (SUE) services to identify potential conflicts between proposed stormwater improvements and existing underground utilities in the area. Horizontal location and vertical depth of utilities will be determined in areas where cross drains are proposed under West Roberts Road. These two locations occur south of Crestfield Circle and at the intersection of Crockett Street and West Roberts Road. Additionally, horizontal locations of utilities will be identified where side drain and stormwater pipe improvements are proposed along West Roberts Road, both south of Crestfield Circle and east of Crockett Street.

Mott MacDonald has obtained Infrastructure Specialty Services (ISS) as a subconsultant to provide GPR and SUE services as described in the attached proposal. GPR and SUE will be used to identify horizontal and vertical locations of underground utilities, respectively. Services will include provision of a GPR unit and operator for 2 days and provision of a SUE crew, truck, and jet-vac excavation unit for 2 days. Upon completion of the field work, ISS will prepare a report of findings detailing utility locations, depths, and identifications with pictures. The report will be provided to Mott MacDonald and shared with Escambia County for reference.

Mott MacDonald will review the data provided by ISS through their utility location investigation and revise the project plans to include the locations of identified utilities both in plan and profile views. The design will be revised to avoid utility conflicts where possible, or identify the need for utility relocation if necessary. Mott MacDonald will review any identified conflicts with Escambia County to determine the preferred method of utility avoidance or relocation before finalizing the next plan submittal.

Task 1 Lump Sum Fee - \$4,300.00



We appreciate your thoughtful consideration of this request. If you have any questions or if I can be of any assistance, please do not hesitate to call.

Best Regards,

A handwritten signature in black ink that reads 'Steven D. White'. The signature is written in a cursive, flowing style.

Steven D. White, P.E.
Senior Project Engineer
T +1 (850) 602 9780
C +1 (850) 698 0842
steven.white@mottmac.com



Proposal

Date: July 4, 2017
W.O. #: MM - 002

Customer ID: Mott MacDonald

Bill to: Mott MacDonald
Heath Jenkins

Job: Two days of GPR utility location services.
Two days of Subsurface Utility
Excavation (S.U.E.), Crocket St. and
Crestfield Cir.

Qty	Description	Unit Price	Line Total
LS	2 days Ground Penetrating Radar (GPR) utility location services. Fee includes 2 days GPR unit use, 2 days GPR operator. Includes mobilization. 2 days Subsurface Utility Excavation services. Fee includes, 1 truck, 1 jet-vac excavation unit, 1 crew. ISS Inc. will provide unlimited excavations in this period.	\$ 3,600.00	\$ 3,600.00
ea	Asphalt demo, compaction and patch	\$ 200.00	\$ 200.00
LS	Report - Findings, depths, locations, identifications with pictures. Transferred electronically.	\$ 500.00	\$ 500.00
			-
Assumptions:	No known hazardous material buried on site, no explosive material buried on site, no permits required from Federal, State or local authorities. ISS Inc. will have full unimpeded access to the site. MM will have a representative available (on-call) to make determinations of unknown material, substances, structures or utilities as needed.		
Notes:	Client is responsible for providing the locations of ALL utilities regardless of age or current service. Excavation requiring machinery is not included in this quote. Any discovery of buried hazardous/dangerous/questionable material and/or structures will stop excavations immediately until properly identified by the client. Survey location services available for an additional fee. ISS Inc. will require access to water.		
Method:	Length of known utilities will be located by GPR. Soft dig locations will be hand and/or jet-vacuum excavated.		
		Subtotal	\$ 4,300.00
		Misc.	
		Total	\$ 4,300.00

Tammy E. Kassebaum - President

Make all checks payable to: Infrastructure Specialty Services, Inc.
Thank you for your business!
Payment is due upon receipt
2251 North E Street Pensacola, FL 32501 Sales@ISSGlobalServices.com

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 151196-5
CHANGE DATE: 01/04/18

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PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

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081206 FAX: 850-505-0265
 MOTT MACDONALD CONSULTANTS INC
 220 WEST GARDEN ST STE 700
 PENSACOLA FL 32502

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ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT

ORDER DATE: 04/22/15	BUYER: PURCHASING MANAGER	REQ. NO.: 15001360	REQ. DATE: 04/13/15
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TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 5
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This RFF is an additive for additional survey drafting services for the temporary and permanent easements on the Farish property. During the legal review, it was determined that two separate drawings and documents were needed rather than the single document containing both easements. The cost for these revisions will be \$500.00 and will require that staff have the resident resign the easements. Also, need to add 365 days making the new completion date 12/28/2018. Change Order #4 was an additive for Subsurface Utility Excavation (SUE) services as well as additional survey services for \$4,300.00. Change Order #3 was for Mott McDonald to draft a legal and produce a sketch for the easement acquisition for \$1,350.00. Change Order #2 in the amount of \$22,200.00 (BCC Approval 05/19/2016), was for MM to perform A&E services for the Crockett Street Drainage Improvement Project, i.e. the modeling performed thus far revealed a need for improved capacity for the Blue Pit, additional geotechnical exploration, additional design services, and additional survey are needed to make improvements to this pit in order to handle the additional water that will be directed from Crockett Street. A new regional pond has been acquired on West Roberts west of Crestfield. Change Order #1 was for surveying services in the amount of \$1,620.00. There was also a time extension processed. CIP: Crockett Street		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
				TOTAL \$

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APPROVED BY

Original Purchase Order

Conf
lotd

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 151196-5

CHANGE DATE: 01/04/18

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PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

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081206 FAX: 850-505-0265
 MOTT MACDONALD CONSULTANTS INC
 220 WEST GARDEN ST STE 700
 PENSACOLA FL 32502

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ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT

PAUL NOBLES

ORDER DATE: 04/22/15	BUYER: PURCHASING MANAGER	REQ. NO.: 15001360	REQ. DATE: 04/13/15
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TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 5
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
Original PO Amount \$40,775.00 Sum of Previous Change Orders \$29,470.00 This Change Order \$500.00 New PO Amount \$70,745.00					
01	.00	LOT	TASK ORDER NO.02.03.79.13.59.ENG "TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO DEVELOP 100% CONSTRUCTION PLANS FOR CROCKETT STREET (CLEARED) AND CRESTFIELD CIRCLE DRAINAGE	500.0000	500.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	500.00
01	210731 56301	500.00		TOTAL \$	500.00

APPROVED BY



2 of 2 pm



**CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT**

Vendor Code: 081206
 Project Number: n/a
 Department: Public Works/Engineering

Vendor Name: Hatch Mott MacDonald FL LLC
 P.O. Number: 151196 C.O. Number 5
 P.D. Number: 02-03.79.13.59.ENG Date: 12/20/17

Notes for Modifying the Scope of Award:

This RFF is an additive for additional survey drafting services for the temporary and permanent easements on the Farish property. During the legal review, it was determined that two separate drawings and documents were needed rather than the single document containing both easements. The cost for these revisions will be \$500.00 and will require that staff have the resident resign the easements. Also, need to add 365 days making the new completion date 12/28/2018. Change Order #4 was an additive for Subsurface Utility Excavation (SUE) services as well as additional survey services for \$4,300.00. Change Order #3 was for Mott McDonald to draft a legal and produce a sketch for the easement acquisition for \$1,350.00. Change Order #2 in the amount of \$22,200.00 (BCC Approval 05/19/2016), was for MM to perform A&E services for the Crockett Street Drainage Improvement Project, i.e. the modeling performed thus far revealed a need for improved capacity for the Blue Pit, additional geotechnical exploration, additional design services, and additional survey are needed to make improvements to this pit in order to handle the additional water that will be directed from Crockett Street. A new regional pond has been acquired on West Roberts west of Crestfield. Change Order #1 was for surveying services in the amount of \$1,620.00. There was also a time extension processed. CIP: Crockett Street Drainage Improvement Project

Adding Dollars to Line Item No: 1
 Deleting Dollars from Line Item No: _____

Quantity
 Adjustment: _____
 Adjustment: _____

Amount: \$500.00
 Amount: _____

Modify Notes:

Date of BCC action: **(ATTACH RESUMÉ)** _____
 Previous Purchase Order Total Dollars: \$16,700.50
 Net Dollars added or subtracted: \$500.00
 New Purchase Order Total Dollars: \$17,200.50
 Previous Contract Total Dollars: \$70,245.00
 Net Dollars added or subtracted: \$500.00
 New Contract Total Dollars: \$70,745.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210731	56301		\$500.00	\$70,197.00
210204	56301		\$0.00	\$548.00
				\$70,745.00

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide the Performance and Payment Bond of the new contract amount.

Digitally signed by Robin Lambert
 DN: cn=Robin Lambert, o=Public Works, ou=Engineering, email=rlambert@myescambia.com, c=US
 Date: 2017.12.20 10:18:31 -06'00'

Request Prepared By: _____ **Date:** _____

Contract Administrator's Certification & Approval: _____ **Date:** _____

Department Director: _____ **Date:** _____

Digitally signed by Joy D. Blackmon, P.E.
 DN: cn=Joy D. Blackmon, P.E., o=Public Works, ou=Director, County Engineer, email=joy_blackmon@myescambia.com, c=US
 Date: 2017.12.22 11:46:32 -06'00'

**Escambia County Public Works Department
Engineering Division
3383 W. Park Place
Pensacola, Florida 32605**

J. Jones
James Duncan
Escambia County
Public Works
Engineering
3383 W. Park Place
Pensacola, FL 32605
850.437.1111
04/07

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Crockett Street Drainage
 Project ID: ENG1321
 Location: Crockett @ West Roberts Road and Cresfield @ West Roberts Road
 Project Manager: Cooper Saunders
 Date: 12/14/2017

Jay Jones
Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This RFF is an additive for additional survey drafting services for the temporary and permanent easements on the Parish property. During the legal review, it was determined that two separate drawings and documents were needed rather than the single document containing both easements. The cost for these revisions will be \$500.00 and will require that staff have the resident resign the easements.

Attached backup documentation _____ page (s).
 RFF/NTP Start Date _____ or Upon Issuance of Notice to Proceed
 Time shall be increased/decreased by 365 calendar days.
12/28/2018 Completion date

	Obligated	Required
Balance of CIP Project		
Funds for Original Construction Contract		
Funds for Construction CO#		
Contract PD _____ Contractor _____		
Funds for Original Task Order		
Funds for Addendum # <u>8</u>		
Task Order PD <u>02.03.79.13.59</u> Consultant <u>Mott-McDonald</u>		\$ 500.00
Funds for Original Work Order		
Funds for Change Order # _____ Contractor _____		
Contract PD _____ Contractor _____		
Funds for Contingency		
Contract PD _____ Consultant _____		
Funds for Permit Fees		
Contract PD _____ Agency _____		
Funds for Land Purchases		
Contract PD _____ Owner _____		
Funds for Title Work		
Contract PD _____ Company _____		
Contract PD _____ Contractor _____		
Funds for _____		
New Balance of CIP Project	\$ _____	\$ (500.00)

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
To:	Fund	Project #	Project Name	Amount
			Transfer	

County Engineer Signature _____ Transferred by _____ Transfer Date _____

Posted to Expedition
Date: _____



Cooper Saunders
Escambia County Public Works
Engineering Division
3363 West Park Place
Pensacola, FL 32505

Your Reference
Crockett St and Crestfield Cir
Drainage Improvements

Our Reference
MM Project Number 333166

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

T +1 (850) 484 6011
F +1 (850) 484 8199
mottmac.com

Re: Additional Services Fee Request for Production of Separate Easement Sketch and Descriptions

December 4, 2017

Dear Cooper,

As we discussed, please accept this letter as Mott MacDonald's request for a fee increase related to additional services requested on the Crockett Street and Crestfield Circle Drainage Improvements Project. The additional services for which this fee increase is being requested are:

Task 1 – Produce Separate Easement Sketch and Descriptions

This task will include producing separate Easement Sketch and Description exhibits related to the proposed permanent drainage easement and proposed temporary construction easement(s) on Mr. Farish's property. Mott MacDonald will separate the previously produced easement sketch and description exhibit into two (2) exhibits based upon the descriptions as previously provided. One Easement sketch and description shall be prepared for the proposed permanent drainage easements and a second independent exhibit shall be prepared for the proposed temporary construction easement(s).

This task shall include one round of exhibit update/modification based upon comments to be provided by Escambia County. Subsequent updates/revisions of exhibits resulting from additional County comments will require additional fee.

Task 1 Lump Sum Fee - \$500.00

We appreciate your thoughtful consideration of this request. If you have any questions or if I can be of any assistance, please do not hesitate to call.

Best Regards,

A handwritten signature in black ink that reads "Steven D. White". The signature is written in a cursive, flowing style.

Steven D. White, P.E.
Senior Project Engineer
T +1 (850) 602 9780
C +1 (850) 698 0842
steven.white@mottmac.com

BOARD OF COUNTY COMMISSIONERS

ESCAMBA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 151196-6

CHANGE DATE: 01/16/19

I
 N [PLEASE EMAIL INVOICES TO:]
 V [escambia.invoices@escambiaclerk.com]
 O [CLERK OF THE COURT & COMPTROLLER]
 I [HON. PAM CHILDERS]
 C [221 PALAFOX PLACE, SUITE 140]
 E [PENSACOLA, FL 32502-5843]

V [081206 FAX: 850-505-0265]
 E [MOTT MACDONALD CONSULTANTS INC]
 N [220 WEST GARDEN ST STE 700]
 D [PENSACOLA FL 32502]
 O []
 R []

S [ENGINEERING]
 H [ENGINEERING DEPARTMENT]
 I [3363 WEST PARK PLACE]
 P [PENSACOLA FL 32505]
 T []
 O [ATTN: ROBIN LAMBERT]

ORDER DATE: 04/22/15	BUYER: PURCHASING MANAGER	REQ. NO.: 15001360	REQ. DATE: 04/13/15
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TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 6
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>This RFF is for "TIME ONLY" to allow READ time for property acquisition for drainage easements, so the design may proceed. The previous completion date was December 28, 2018. Need to add 365 days making the new completion date 12/28/2019. The time will allow for bidding and construction of Phase 1. Change Order #5 was an additive for additional survey drafting services for \$500.00 and a time extension for 365 days. Change Order #4 was an additive for Subsurface Utility Excavation (SUE) services as well as additional survey services for \$4,300.00. Change Order #3 was for Mott McDonald to draft a legal and produce a sketch for the easement acquisition for \$1,350.00. Change Order #2 in the amount of \$22,200.00 (BCC Approval 05/19/2016), was for MM to perform A&E services for the Crockett Street Drainage Improvement Project, i.e. the modeling performed thus far revealed a need for improved capacity for the Blue Pit, additional geotechnical exploration, additional design services, and additional survey are needed to make improvements to this pit in order to handle the additional water that will be directed from Crockett Street. A new regional pond has been acquired on West Roberts west of Crestfield. Change Order #1 was for surveying services in the amount of \$1,620.00. CIP: Crockett Street Drainage Improvement Project</p>		

ITEM#	ACCOUNT	Original PO	Amount \$40,775.00	PROJECT CODE	PAGE TOTAL \$
					TOTAL \$

APPROVED BY

By [Signature] 1/18/19 BAK

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 151196-6

CHANGE DATE: 01/16/19

I
 N [PLEASE EMAIL INVOICES TO:]
 V [escambia.invoices@escambiaclerk.com]
 O [CLERK OF THE COURT & COMPTROLLER]
 I [HON. PAM CHILDERS]
 C [221 PALAFOX PLACE, SUITE 140]
 E [PENSACOLA, FL 32502-5843]

V [081206 FAX: 850-505-0265]
 E [MOTT MACDONALD CONSULTANTS INC]
 N [220 WEST GARDEN ST STE 700]
 D [PENSACOLA FL 32502]
 O []
 R []

S [ENGINEERING]
 H [ENGINEERING DEPARTMENT]
 I [3363 WEST PARK PLACE]
 P [PENSACOLA FL 32505]
 T []
 O [ATTN: ROBIN LAMBERT]

ORDER DATE: 04/22/15	BUYER: PURCHASING MANAGER	REQ. NO.: 15001360	REQ. DATE: 04/13/15
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TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 6
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
Sum of Previous Change Orders \$29,970.00 This Change Order -- Time Only New PO Amount \$70,745.00					
01	.00	LOT	TASK ORDER NO.02.03.79.13.59.ENG "TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO DEVELOP 100% CONSTRUCTION PLANS FOR CROCKETT STREET (CLEARED) AND CRESTFIELD CIRCLE DRAINAGE	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	EXTENSION
01	210731 56301	.00		TOTAL \$.00

APPROVED BY _____

BR



CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 081206 Vendor Name: Mott MacDonald FL LLC
Project Number: n/a P.O. Number: 151196 C.O. Number: 6
Department: Public Works/Engineering P.D. Number: 02-03.79.13.59.ENG Date: 01/11/19

Notes for Modifying the Scope of Award:

This RFF is for "TIME ONLY" to allow READ time for property acquisition for drainage easements, so the design may proceed. The previous completion date was December 28, 2018. Need to add 365 days making the new completion date 12/28/2019. The time will allow for bidding and construction of Phase 1. Change Order #5 was an additive for additional survey drafting services for \$500.00 and a time extension for 365 days. Change Order #4 was an additive for Subsurface Utility Excavation (SUE) services as well as additional survey services for \$4,300.00. Change Order #3 was for Mott MacDonald to draft a legal and produce a sketch for the easement acquisition for \$1,350.00. Change Order #2 in the amount of \$22,200.00 (BCC Approval 05/19/2016), was for MM to perform A&E services for the Crockett Street Drainage Improvement Project, i.e. the modeling performed thus far revealed a need for improved capacity for the Blue Pit, additional geotechnical exploration, additional design services, and additional survey are needed to make improvements to this pit in order to handle the additional water that will be directed from Crockett Street. A new regional pond has been acquired on West Roberts west of Crestfield. Change Order #1 was for surveying services in the amount of \$1,620.00. CIP: Crockett Street Drainage Improvement Project

Adding Dollars to Line Item No: [] Quantity Adjustment: [] Amount: []
Deleting Dollars from Line Item No: [] Adjustment: [] Amount: []

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ) []
Previous Purchase Order Total Dollars: \$7,230.00
Net Dollars added or subtracted: \$0.00
New Purchase Order Total Dollars: \$7,230.00
Previous Contract Total Dollars: \$70,745.00
Net Dollars added or subtracted: \$0.00
New Contract Total Dollars: \$70,745.00

Table with 5 columns: Cost Center, Object Code, Project Number, + / - Change, Dollar Amount. Rows include 210731, 210204, and a total row.

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.
Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have increased to the new contract amount.

Request Prepared By: [Signature] Date: []
Contract Administrator's Certification & Approval: [Signature] Date: []
Department Director: [Signature] Date: []

Scott R. Sanders
cn=Scott R. Sanders,
o=Public Works,
ou=Engineering,
email=scott_sanders@myescambia.com, c=US
2019.01.16 07:17:21 -06'00'

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)


Project Name: Crockett St Drainage Improvements
 Project ID: ENG1321
 Location: Crockett St. at West Roberts Rd.
 Project Manager: John Rosenau
 Date: 10/7/2019

DESCRIPTION OF REQUEST

This RFF is for Change Order 7 to Mott MacDonald for the Crockett St Drainage Improvements Project additional engineering services for Phase II. The project was phased for construction to accommodate budget years. CO7 is an additive change for the Phase II bid plan preparation and construction services allowances in the amount of \$7,990.00 and a time extension of 365 days. The original contract for this project was \$40,775.00. Change orders 1-6 increased the contract amount to \$70,745.00. CO7 would increase the contract amount to \$78,735.00 and extend the time from the previous completion date of 12/28/2019 to 12/28/2020. CO1 was for additional surveying for the amount of \$1,620.00. CO2 was needed for additional basin study and modeling in the amount of \$22,200.00. CO3 was for the Legal description and sketches for property acquisition in the amount of \$1,350. CO4 was to cover the additional SUE work in the amount of \$4,300.00. CO5 was for \$500.00 additive for property survey. CO6 was Time Only to extend the contract to 12/28/2019. The project was staggered into 2 phases due to the approved budget line items. Phase 1 which consists of the pond construction and drainage off Pine Forest Road, was from LOST IV 2019 with \$380,436 in available funds. Phase II will be constructed from the LOST IV 2020 budget with available funds of \$310,000. The Mott MacDonald agreement is funded from West Roberts Rd. Drainage Basin #13 funds.

Attached backup documentation 3 page (s).
 Previous Completion Date 12/28/2019 or current CO date
 Time shall be increased/decreased by 365 calendar days.
12/28/2020 Completion date


		Obligated	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction CO#			
Contract PD	Contractor		
Funds for Original Task Order			
Funds for Addendum # <u>7</u>			\$7,990.00
Task Order PD <u>02.03.79.1359</u>	Consultant <u>Mott MacDonald</u>		
Funds for Original Work Order			
Funds for Change Order #			
Contract PD	Contractor		
Funds for Contingency	Consultant		
Funds for Permit Fees	Agency		
Funds for Land Purchases	Owner		
Funds for Title Work	Company		
Contract PD	Contractor		
Funds for			
New Balance of CIP Project		\$ -	\$ (7,990.00)



John M. Rosenau
 2019.10.10
 08:29:03 -05'00'
 Project Manager


 Digitally signed by Robin Lambert
 Date: 2019.10.29 16:24:54 -05'00'
 Accounting

Deputy Division Manager

Deputy Division Manager


 Scott R. Sanders
 cn=Scott R. Sanders, o=Public Works, ou=Engineering, email=scott_sanders@myescambia.com, c=US
 2019.10.10 15:52:31 -05'00'
 Division Manager


Christopher A Curb
 2019.10.10 08:30:17
 -05'00'

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
To:	Fund	Project #	Project Name	Amount
			Transfer	\$



Mr. John Rosenau
Engineering Project Coordinator
Escambia County Engineering Department
3363 W. Park Place
Pensacola, Florida 32505

Your Reference
PD 02-03.79

Phase II Bid Plan Preparation Additional Services Request

Our Reference
502333166

October 3, 2019

Mr. Rosenau

P:\333166 - Crockett Street &
Crestfield
Circle\Documents\Scope and
Fee\Supplemental
Work\Phase II Bid Plan
Preparation\Additional
Services Request for Phase II
Bid Plans Preparation 2019-
10-03.docx

As we discussed previously, please accept this letter as Mott MacDonald's request for a fee increase related to additional services for the preparation of Phase II Bid Plans and additional bid support and limited construction observation services on the Crockett Street and Crestfield Circle Drainage Improvements Project. The original scope of services did not account for the splitting of the project into two phases necessitating the development of a Phase II bid set of plans and additional limited construction observation services. The additional services for which this fee increase is being requested are:

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

T +1 (850) 484 6011
F +1 (850) 484 8199
mottmac.com

Task 1 – Phase II Bid Plan Preparation

This task shall include preparing Phase II Bid Plans based upon the project phase extents assigned by Escambia County for the purposes of Phase I bidding/construction and elimination of the Crestfield Circle improvements at Escambia County's request. This task shall include modification of plans to show Phase I design features as existing conditions, performance of quantity take off, update of summary of pay items table, and preparation of opinion of probable cost based upon the current Escambia County pricing agreement spreadsheet.

Task 1 Lump Sum Fee - \$4,315.00

Task 2 – Additional Limited Construction Observation Services

This task shall include shop drawing review, and limited construction observation services. For the purposes of this proposal, a construction duration of 6 months has been assumed with attendance at monthly progress meetings and one (1) substantial completion meeting.

Task 2 Time and Materials Allowance Fee - \$3,675.00



For the purposes, of this proposal it is assumed that the Phase II construction will be awarded through the current Escambia County pricing agreement and that bid support services are not required. Further, it is assumed that project close-out and certification for the Phase I construction will be delayed until completion of the Phase II construction and that overall project "as-built" certification and close-out will be completed in a single instance. Should actual project progression differ from these assumptions additional fee will be required.

We greatly appreciate your thoughtful consideration of this request. If you have any questions, or if I can be of any assistance, please do not hesitate to call.

Best Regards,

MOTT MacDONALD FLORIDA, LLC

A handwritten signature in blue ink that reads "Steven D. White".

Steven D. White, PE
Sr. Project Engineer
T +1 (850) 602 9780
C +1 (850) 698 0842
steven.white@mottmac.com

A handwritten signature in blue ink that reads "David D. Skipper".

David D. Skipper, PE
Vice President

Crockett Street Drainage Improvements Phase II Bid Plans Preparation Additional Services

Thursday, October 3, 2019



Task No.	Task Description	Senior Project Engineer	Project Engineer	Designer IV	Fees
		\$ 175.00	\$ 140.00	\$ 110.00	

TASK 1 - Phase II Bid Plan Preparation

- Perform Quantity Take Off
- Prepare Phase II Bid Plans
- Prepare Opinion of Probable Construction Cost

Subtotal Hours = 5 12 16

Task Subtotal Fee = \$ 4,315

TASK 2 - Bid Support and Limited Construction Observation Services

- shop drawing review
- Monthly Progress Meetings (assumed 6 month construction duration)
- Attend one substantial completion inspection

Subtotal Hours = 6 12 3 15

Task Subtotal Fee = \$ 3,675

TOTAL FEE = \$ 7,990

Escambia County Design and Engineering Services
Mott MacDonald Florida, LLC

Position	2019 Average Hourly Rate	Overhead	Profit	Billing Rate	Proposed Billing Rate
Principal	\$ 89.14	161.38%	12.00%	\$ 260.94	\$ 260.00
Principal Project Manager/Principal Architect/Principal Engineer	\$ 77.14	161.38%	12.00%	\$ 225.82	\$ 225.00
Senior Project Manager	\$ 63.42	161.38%	12.00%	\$ 185.67	\$ 185.00
Senior Project Engineer	\$ 60.00	161.38%	12.00%	\$ 175.63	\$ 175.00
Senior Project Architect	\$ 60.00	161.38%	12.00%	\$ 175.63	\$ 175.00
Project Engineer	\$ 48.00	161.38%	12.00%	\$ 140.51	\$ 140.00
Project Manager	\$ 46.28	161.38%	12.00%	\$ 135.49	\$ 135.00
Project Architect	\$ 44.57	161.38%	12.00%	\$ 130.47	\$ 130.00
Engineer IV/ Architect IV	\$ 42.85	161.38%	12.00%	\$ 125.45	\$ 125.00
Engineer III/ Architect III	\$ 37.71	161.38%	12.00%	\$ 110.40	\$ 110.00
Engineer II/ Architect II	\$ 34.28	161.38%	12.00%	\$ 100.36	\$ 100.00
Engineer I/ Architect I	\$ 30.85	161.38%	12.00%	\$ 90.33	\$ 90.00
Senior Specialist	\$ 48.00	161.38%	12.00%	\$ 140.51	\$ 140.00
Specialist V	\$ 37.71	161.38%	12.00%	\$ 110.40	\$ 110.00
Specialist IV	\$ 32.57	161.38%	12.00%	\$ 95.34	\$ 95.00
Specialist III	\$ 30.85	161.38%	12.00%	\$ 90.33	\$ 90.00
Specialist II	\$ 24.00	161.38%	12.00%	\$ 70.25	\$ 70.00
Specialist I	\$ 20.57	161.38%	12.00%	\$ 60.22	\$ 60.00
Planner I	\$ 29.14	161.38%	12.00%	\$ 85.31	\$ 85.00
Senior Designer	\$ 49.71	161.38%	12.00%	\$ 145.53	\$ 145.00
Designer V	\$ 42.85	161.38%	12.00%	\$ 125.45	\$ 125.00
Designer IV	\$ 37.71	161.38%	12.00%	\$ 110.40	\$ 110.00
Designer III	\$ 29.14	161.38%	12.00%	\$ 85.31	\$ 85.00
Senior Inspector	\$ 32.57	161.38%	12.00%	\$ 95.34	\$ 95.00
Inspector IV	\$ 29.14	161.38%	12.00%	\$ 85.31	\$ 85.00
Inspector III	\$ 24.00	161.38%	12.00%	\$ 70.25	\$ 70.00
Inspector II	\$ 22.28	161.38%	12.00%	\$ 65.24	\$ 65.00
Inspector I	\$ 18.86	161.38%	12.00%	\$ 55.20	\$ 55.00
Technician II	\$ 22.28	161.38%	12.00%	\$ 65.24	\$ 65.00
Technician I	\$ 17.14	161.38%	12.00%	\$ 50.18	\$ 50.00
Principal Specialist - Surveyor	\$ 51.42	161.38%	12.00%	\$ 150.54	\$ 150.00
Senior Surveyor	\$ 49.71	161.38%	12.00%	\$ 145.53	\$ 145.00
Surveyor V	\$ 37.71	161.38%	12.00%	\$ 110.40	\$ 110.00
Surveyor IV	\$ 34.28	161.38%	12.00%	\$ 100.36	\$ 100.00
Surveyor III	\$ 24.00	161.38%	12.00%	\$ 70.25	\$ 70.00
Surveyor II	\$ 17.14	161.38%	12.00%	\$ 50.18	\$ 50.00
Surveyor I	\$ 15.43	161.38%	12.00%	\$ 45.16	\$ 45.00
Administrative Assistant IV	\$ 25.71	161.38%	12.00%	\$ 75.27	\$ 75.00
Administrative Assistant III	\$ 22.28	161.38%	12.00%	\$ 65.24	\$ 65.00
Administrative Assistant I & II	\$ 18.86	161.38%	12.00%	\$ 55.20	\$ 55.00
1-Person with robotic equipment	\$ 32.57	161.38%	12.00%	\$ 95.34	\$ 95.00
2-Person Survey Crew	\$ 60.00	161.38%	12.00%	\$ 175.63	\$ 175.00
3-Person Survey Crew	\$ 77.14	161.38%	12.00%	\$ 225.82	\$ 225.00
4-Person Survey Crew	\$ 94.28	161.38%	12.00%	\$ 276.00	\$ 275.00



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

July 2, 2019

David Skipper, Senior Vice President
MOTT MACDONALD FLORIDA, LLC
220 West Garden Street, Suite 700
Pensacola, Florida 32502

Dear Mr. Skipper:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.3 - Complex Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

- Group 8 - Survey and Mapping
 - 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.4 - Right of Way Mapping
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
- Group 14 - Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2020 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
161.38%	138.29%	0.310%	Reimbursed	No	7.15%	7.46%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17107

County Administrator's Report 8. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/18/2019

Issue: Acceptance of Additional Right-of-Way at 8684 Beulah Road

From: Joy Jones, Director

Organization: Engineering

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of Additional Right-of-Way at 8684 Beulah Road - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the acceptance of the donation of a portion of real property located at 8684 Beulah Road, totaling 8,715 square feet (approximately 0.20 acres), from the Ciano Family Partnership, LLLP, for additional right-of-way.

- A. Accept the donation of a portion of real property located at 8684 Beulah Road from the Ciano Family Partnership, LLLP, for additional right-of-way for road and drainage improvements;
- B. Authorize the payment of documentary stamps because the property is being donated for governmental use 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 Warranty Deed as of the day of delivery of the Warranty Deed 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 1.

WARRANTY DEED TO BE DISTRIBUTED UNDER SEPARATE COVER.

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

BACKGROUND:

The Ciano Family Partnership, LLLP, owns property at 8684 Beulah Road (at the southeast corner of Beulah Road and West Nine Mile Road) and has agreed to donate 8,715 square feet (approximately 0.20 acres) for additional right-of-way along Beulah Road. The Partnership is currently in negotiations to sell the property to Publix. However, as part of their Sales Agreement, Publix is to obtain a Development Order.

Publix submitted a site plan for review through the Development Review Committee (DRC). Additional right-of-way is required per the Land Development Code (LDC 5-5.3(e)) and Design Standards Manual (DSM 2-1.1) to encompass the drainage and infrastructure improvements proposed along Beulah Road. The Ciano Family Partnership, LLLP, has agreed to donate a portion of their property (8,715 square feet) for the additional right-of-way.

The proposed donation meets the requirements that are set forth by Escambia County's LDC/DSM. The Florida Department of Transportation (FDOT) is aware of the proposed site plan submitted by Publix. The developer for Publix is aware of future FDOT plans for Beulah Road. If the donation is accepted by the County, the LDC requirement will be met and Publix will be able to move forward with obtaining their Development Order through the DRC.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Warranty Deed was approved as to form and legal sufficiency 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:

Upon Board approval, County staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will have the executed Warranty Deed recorded in the public records of Escambia County, Florida.

Attachments

Aerial Map

FDOT Map

Beulah Road Donation



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 10/31/19 DISTRICT 1



 Ciano Family Partnership, LLLP

 Right of Way Donation



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17134

County Administrator's Report 8. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/18/2019

Issue: Employee Leave Buyback Program

From: Janice Gilley, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Employee Leave Buyback Program - Janice P. Gilley, County Administrator

That the Board take the following action concerning an employee leave buyback program:

A. Approve an employee buyback program this fiscal year for eligible participating employees of the Board of County Commissioners and other elected officials; and

B. Waive the Human Resources Policy found in Section 9.3(d)-(e), which states that the amount of hours remaining after the sale of leave must be a minimum 240 hours and the maximum amount of hours sold back annually not exceed 40 hours, and allow eligible employees to sell back a maximum of 80 hours of qualifying leave with a minimum remaining balance of 100 hours of combined qualifying leave.

[Funding Source: Various Funds \$1,800,000 (estimated maximum)]

BACKGROUND:

Since 2012, the Board has annually authorized the employee leave buyback program, allowing current employees to sell, or redeem, a set amount of leave back to the County at their current hourly rate of pay. Sick leave and ELB do not currently qualify for the buyback program and are not considered when determining the remaining leave balance. This Recommendation includes an attachment which is a draft of the form to be used this year, if approved, which explains the terms of the buyback to a participating employee.

The majority of the program's estimated maximum cost of \$1,800,000 would be borne by the General Fund. This estimate is based on Fiscal Year 2018 and Fiscal

Year 2019 cost. Also, if the Board does elect to participate in the leave buyback program, the Human Resources Department will negotiate with each union prior to any participation by bargaining unit employees.

BUDGETARY IMPACT:

The maximum estimated cost of the program is \$1,800,000, with the majority of the cost borne by the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Leave Redemption Election Form 2019



ESCAMBIA COUNTY
HUMAN RESOURCES DEPARTMENT

2019 Leave Redemption Election Form

The Board of County Commissioners approved a leave redemption program at the November 18, 2019, meeting whereby employees may redeem up to eighty (80) hours of their leave (excluding sick leave).

I elect to redeem _____ hours from leave balances as follows:

Annual Leave _____ hours

Compensatory Time _____ hours

Paid Time Off (PTO) _____ hours

MOB _____ hours

I understand that:

- I must be a full-time employee to participate;
- I may redeem a minimum of 10 hours and a maximum of 80 hours;
- Hours shall be redeemed in whole hour increments i.e. no fractions of hours;
- Once redeemed, the leave shall be permanently deducted from my balance;
- I must maintain a balance of 100 hours of annual leave and/or compensatory time and/or PTO and/or MOB after the redemption;
- The program will be based on my balance as of December 13, 2019, as reported on the December 27, 2019, pay;
- This request must be submitted to my Department Timekeeper no later than December 27, 2019;
- Payment for my leave shall be included on the January 10, 2020, pay; and
- The redemption of my leave is strictly voluntary.

Signature of Employee

Printed Name

Date

Signature of Timekeeper

Date

Employee ID#



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15802

County Administrator's Report 8. 1.

BCC Regular Meeting

Discussion

Meeting Date: 11/18/2019

Issue: Acquisition of Property Located at 6400 North 'W' Street and Two Adjoining Lots on Stumpfield Road for the Escambia County Tax Collector

From: Joy Jones, Director

Organization: Engineering

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property Located at 6400 North "W" Street and Two Adjoining Vacant Lots on Stumpfield Road for the Escambia County Tax Collector - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding the acquisition of property located at 6400 North "W" Street and two adjoining vacant lots on Stumpfield Road:

A. Authorize the purchase of real property located at 6400 North "W" Street (2.08 acres) and two adjoining vacant lots on Stumpfield Road (1.28 acres), owned by Beach Community Bank, for the Escambia County Tax Collector, for \$1,580,000, which is the average of the two County-obtained appraisals;

B. Approve, or deny, the Contract for Sale and Purchase for the acquisition of real property located at 6400 North "W" Street (2.08 acres) and the two adjoining vacant lots on Stumpfield Road (1.28 acres), from Beach Community Bank, for \$1,580,000;

C. Accept, for information, the Public Disclosure of Interest Form provided by Beach Community Bank; and

D. 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 these properties, without further action of the Board.

PUBLIC DISCLOSURE OF INTEREST FORM TO BE PROVIDED UNDER SEPARATE COVER.

[Funding Source: Fund 353, LOST IV, Cost Center 110276, Object Code 56201/56101, Project 19PF0889 Tax Collector Buildings/Land Acquisition]

These properties are located in Commission District 3.

BACKGROUND:

The Honorable Scott Lunsford, Escambia County Tax Collector, notified the Board that there is a need to move his offices into County-owned and maintained facilities to better provide quality services to the citizens of Escambia County.

The current facility, which is outdated and no longer meets the service needs of the tax collector, is split into two lobbies, making it extremely difficult for staff to locate and serve customers. Drive-through traffic backs up into the front parking area and hinders traffic flow, often backing traffic onto North "W" Street. The two public restrooms are single-stall and insufficient for over 500 lobby customers per day. The staff restrooms, break room, and training rooms were designed for a much smaller workforce. Since the building was first leased, the tax collector duties have increased to include these additional transactions: driver license issuance, written exams, driving exams, fingerprinting for Commercial Driver's License (CDL) and the Department of Highway Safety and Motor Vehicles (DHSMV) new hires, and issuance of Florida concealed-weapon permits and Florida birth certificates. On busy days, the drive-through staff will process several hundred property and tangible tax payments, registration renewals, parking placards, etc. The drive-through restricts parking and makes it nearly impossible for driving test applicants to navigate and maneuver as required for the roadway portion of the exam.

The property at 6400 North "W" Street is a good location for the Marcus Pointe Tax Collector's Office to relocate to because it is directly across "W" Street from the existing leased space. It is convenient to the DHSMV-approved driving course for driver license road tests. The adjoining vacant property is a prime location for a proposed drive-through facility that has safe access, will be convenient for citizens, and will provide queuing space outside normal traffic flow. Traffic lights are situated at each end of Stumpfield Road to provide motorists safe access to the facility. Driving exam safety would benefit greatly from being located away from the main building.

The overall goals are to reduce operational costs and to provide quality service to the community while offering both citizens and employees a safe, comfortable environment. Build-out will provide an opportunity to maximize space to

accommodate the Tax Collector's needs for the foreseeable future.

The benefits of purchasing this property are elimination of lease fees (currently \$202,500 annual lease), future lease increases (based on a five-year average Consumer Price Index), and better control over facility maintenance. The existing lease expires in April 2021.

Ownership will be more cost-effective for the County than a leased facility, with a payback of approximately 7.4 years for the property, less future improvements.

The County obtained two appraisals for these properties. The two appraised values were \$1,550,000 (Frutticher-Lowery) and \$1,610,000 (Presley-McKenney), averaging \$1,580,000, which was the accepted purchase price by Beach Community Bank.

Previously, there were existing encroachments from the property owner at the corner of Stumpfield and "W" Street, as shown on the attached aerial map. The bank had those encroachments removed on Friday, November 1, 2019. The attached survey verifies those encroachments were removed and reflects the current state of the property.

BUDGETARY IMPACT:

Funding for this project is available in Fund 353, LOST IV, Cost Center 110276, Object Code 56201/56101, Project 19PF0889 Tax Collector Buildings/Land Acquisition.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase was approved by Stephen G. West, Senior Assistant County Attorney. The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Contract

McKenney Appraisal/Tax Collector/'W' St & Stumpfield

Lowery Appraisal/Tax Collector/'W' St & Stumpfield

Aerial Map

Survey

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase (“Contract”), between Beach Community Bank, whose address is 17 Eglin Parkway, Fort Walton Beach, Florida 32548 (“Seller”), 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.** Seller agrees 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 One Million Five Hundred Eighty Thousand Dollars (\$1,580,000.00), payable to Seller 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 Seller in writing specifying the defects, and Seller 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 Seller is 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 Seller 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, Seller 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 Seller and accepted by Buyer in writing, and (iii) mechanic’s liens. Seller represents 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.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey

(Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

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 this Agreement except Craig Barrett, NBI Properties, Inc., who is the agent of the Seller and who will be compensated with a commission of four percent (4%) 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 Seller at closing. In the event the closing occurs between January 1 and November 1, Seller 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, Seller 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.** Seller 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, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller 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 Seller's sole remedy under the Contract, and Seller has no right of specific performance. If Seller fails 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 Seller 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 its 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 Seller 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 Seller 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 Seller 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 SELLER:

Beach Community Bank
17 Eglin Parkway
Fort Walton Beach, Florida 32548

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Seller 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 Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Buyer or that have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Seller, 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 Seller or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Seller warrants delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Seller conveys by sale the Property for public use and waives 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 Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller 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 Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller 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.** Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's 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: _____ Approved as to form
sufficiency.

BCC Approved: _____

By/Title: Scott, Esc. County Atty
Date: Nov 4, 2019

Courtney Childers
Witness

SELLER:
Beach Community Bank

Courtney Falasca
Print Name

W. Scott McCormick
W. Scott McCormick, Senior Vice President

Witness
LIZ MUNN

Date: 10/30/19

Print Name

STATE OF FLORIDA
COUNTY OF ~~ESCAMBIA~~ OKALOSA

The foregoing instrument was acknowledged before me this 30th day of October, 2019, by W. Scott McCormick Senior Vice President He/she () is personally known to me, () produced current _____ as identification.

Liz Munn
Signature of Notary Public

(Notary Seal)

LIZ MUNN
Printed Name of Notary Public



Exhibit "A"

**MARCUS POINT BOULEVARD PROPERTY
O.R. Book 7966, Page 1084**

PARCEL "A"

Beginning at the Southwest corner of Lot 3, North 19 degrees 22 minutes West along West line 283 feet, North 54 degrees 05 minutes East 1667.37 feet to the Southwesterly R/W line of State Road # 95 (Pensacola Boulevard, 200 foot R/W) North 38 degrees 53 minutes 00 seconds West along Southwesterly R/W line 1756.49 feet; North 88 degrees 54 minutes 00 seconds West 595.93 feet for Point of Beginning; continue 100 feet, South 01 degrees 06 minutes 00 seconds West 250 feet, South 88 degrees 54 minutes 00 seconds East 100 feet, North 01 degrees 06 minutes 00 seconds East 250 feet to the Point of Beginning.

PARCEL B:

Beginning at Southwest corner of Lot 3, North 19 degrees 22 minutes West along West line 283 feet, North 54 degrees 05 minutes East 1667.37 feet to Southwesterly R/W line of State Road # 95 (Pensacola Boulevard 200 foot R/W), North 38 degrees 53 minutes 00 seconds West along Southwesterly R/W line 1756.49 feet, North 88 degrees 54 minutes 00 seconds West 695.93 feet for Point of Beginning, continue 155.23 feet to West line of Section South 13 degrees 05 minutes 38 seconds East along West line 257.87 feet, South 88 degrees 54 minutes 00 seconds East 92 feet, North 01 degree 06 minutes 00 seconds East 250 feet to Point of Beginning.

**N. "W" STREET PROPERTY
O. R. Book 5790 Page 1908**

PARCEL "C"

That portion of Government Lot 3, Section 38, Township 1 South, Range 30 West, Escambia County, Florida, more particularly described as follows: Commence at the Southwest corner of said Lot 3; thence North 19° 22' West along the West line of side Lot 3 for a distance of 283.00 feet; thence North 54° 05' East for a distance of 1667.37 feet to the Southwesterly R/W line of State Road #95 (Pensacola Boulevard, 200 foot R/W); thence North 38° 53' minutes 00" West along said Southwesterly R/W line for a distance of 1756.49 feet; thence North 88° degrees 54' minutes 00" West for a distance of 851.16 feet to the West line of said Section 38; thence South 13° 05' 38" East along the West line of said section for a distance of 257.87 feet to the Point of Beginning; thence South 88° 54'00" East for a distance of 206.30 feet; thence South 13° 05' 38" East for a distance of 428.00 feet; thence South 76° 51'51" seconds West for a distance of 200.00 feet to the Easterly R/W line of "W" Street and West line of said section;

thence North 13° s 05'38" seconds West along said Easterly R/W line and along the West line of said section for a distance of 89.85 feet; thence North 72° 44'18" East along the R/W line of said "W" Street for a distance of 4.37 feet; thence North 17° 23' minutes 42" West along the R/W of said "W" Street for a distance of 10.13 feet; thence South 72° 36'18" West along the R/W of said "W" Street for a distance of 3.61 feet to the West line of said section; thence North 13°05'38" West along said West line for a distance of 378.73 feet to the Point of Beginning.

Also subject to the following described easements:

Easement #1:

A 15.00 foot wide drainage easement lying 7.50 feet either side of the following described centerline:

That portion of Government Lot 3, Section 38, Township 1 South, Range 30 West, Escambia County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Lot 3; thence North 19° 22' West along the West line of said Lot 3 for a distance of 283.00 feet; thence North 54° 05' East for a distance of 1667.37 feet to the Southwesterly R/W line of State Road #95 (Pensacola Boulevard, 200 foot R/W); thence North 38° 53' 00" West along said Southwesterly R/W line for a distance of 1756.49 feet; thence North 88° 54' 00" West for a distance of 295.93 feet; thence South 01° 06' 00" West for a distance of 250.00 feet to the Point of Beginning; thence North 88° 54' 00" West for a distance of 285.70 feet; thence South 13° 05' 38" East for a distance of 428.00 feet; thence South 76° 51' 51" West for a distance of 200.00 feet to the Easterly R/W line of "W" Street and the terminal point of this description; with the extending and shortening of the side lines where as to terminate this description on the Easterly R/W line of "W" Street.

Easement #2

15.00 foot wide drainage easement lying 7.50 feet either side of the following described centerline:

That portion of Government Lot 3, Section 38, Township 1 South, Range 30 West, Escambia County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Lot 3; thence North 19° 22' West along the West line of said Lot 3 for a distance of 283.00 feet; thence North 54° 05' East for a distance of 1667.37 feet to the Southwesterly R/W line of State Road #95 (Pensacola

Boulevard, 200' R/W); thence North 38° 53' 00" West along said Southwesterly R/W line for a distance of 1756.49 feet; thence North 88° 54' 00" West for a distance of 295.93 feet; thence South 01° 06' 00" West for a distance of 250.00 feet; thence North 88° 54' 00" West for a distance of 285.70 feet to the Point of Beginning; thence continue North 88° 54' 00" West for a distance of 206.30 feet to the West line of said Section 38 and the terminal point of this description, with the extending and shortening of the side line whereas to terminate this description on the West line of said Section.

APPRAISAL REPORT

PROPERTY

Office Building & Excess Land

LOCATION

6400 North W Street &
Marcus Pointe Boulevard
Pensacola, Florida 32505

EFFECTIVE DATE OF VALUE

February 8, 2019

DATE OF REPORT

February 22, 2019

PREPARED FOR

Escambia County Real Estate Acquisition Division
3363 West Park Place
Pensacola, Florida 32505

Presley-McKenney & Associates, Inc.
Consultant & Real Estate Valuations
Post Office Box 329
Pensacola, Florida 32591-0329

PRESLEY - MCKENNEY & ASSOCIATES, INC.

Consultant & Real Estate Valuations

P.O. BOX 329, PENSACOLA, FLORIDA 32591-0329 • (850) 916-7066 • FAX (850) 916-2096

February 22, 2019

Escambia County Real Estate Acquisition Division
3363 West Park Place
Pensacola, Florida 32505

ATTN: Marcia Wieborg, Real Estate Acquisition Specialist

RE: Appraisal Report
Office Building & Excess Land
6400 North W Street & Marcus Pointe Boulevard,
Pensacola, Florida

Dear Ms. Wieborg:

At your request, an inspection has been made of the referenced property for the purpose of estimating the market value. In compliance with the *Uniform Standards of Professional Appraisal Practice* (USPAP), this is an appraisal that has been prepared in an appraisal report format. Per the scope of work of the assignment, all applicable approaches to value are used; the value conclusion reflects all known information about the subject property, market conditions, and available data. It contains in summary explanations of the data, reasoning, and analyses that were used to develop the opinion of value. It also includes descriptions of the subject property, the property's locale, the market for the property type, and an opinion of highest and best use.

Market value will be defined in the following report, but basically assumes a willing buyer and seller, both knowledgeable of the subject real estate market and with the valuation at the property's highest and best use.

Escambia County Real Estate Acquisition Division
February 22, 2019
Page Two

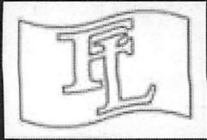
Subject to the above and the limiting conditions and certification as set forth herein, it is our opinion that the market value as of the last date of visit, February 8, 2019, is:

ONE MILLION SIX HUNDRED TEN THOUSAND DOLLARS

\$1,610,000

The value indication of \$1,610,000 is a current market value. This is allocated as \$1,400,000 to the portion improved with the building and \$210,000 to the excess land located along the south side of Marcus Pointe Boulevard. At this value it is assumed that the exposure time is between nine and fifteen months with all of the property sold together in a single sales transaction. It is also assumed marketing is through someone knowledgeable of the property and the real estate market for this type property.

We hereby certify we have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, and the State of Florida. The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. The appraisal also conforms to the *Uniform Standards of Professional Appraisal Practice* (USPAP). The fee for this appraisal was not based on value nor was the assignment undertaken based on a pre-determined value or guaranteed loan amount.



**Appraisal Report
REAL ESTATE APPRAISAL**

**Of
OFFICE BUILDING AND VACANT LOTS**



**6400 North W Street
Pensacola, FL**

**As of
February 6, 2019**

Prepared For

Escambia County
3363 West Park Place
Pensacola, FL, 32505

Prepared by
FRUITTICHER-LOWERY APPRAISAL GROUP, INC.
Rodger Lowery, MAI, FL-RZ1922

Appraisal Order:
RL190190-E

PART ONE: INTRODUCTION



FRUITTICHER - LOWERY
APPRAISAL GROUP

3000 LANGLEY AVENUE * SUITE 402 * PENSACOLA, FLORIDA 32504 * (850) 477-0419 FAX (850)477-7931

February 8, 2019

Escambia County
3363 West Park Place
Pensacola, FL 32505

Attn: Ms. Marcia Wieborg,
Real Estate Acquisition Specialist

Letter of Transmittal
RE: An Appraisal Report of the existing
Office Building and Vacant Lots located at
6400 North W Street in Pensacola, FL.

Dear Ms. Wieborg:

At your request, information was obtained and reviewed of the above referenced property for the purpose of estimating the current market value of the fee simple estate of the existing Office Building and Vacant Lots. In compliance with the "Uniform Standards of Professional Appraisal Practice", this letter of transmittal is followed by an appraisal report in which all applicable approaches to value are used and with the value conclusion reflecting all known information about the subject property, current and projected market conditions, and other available data. This report contains to the fullest extent possible and practical, explanations of the data, reasoning and analysis used to develop the opinion of value. It also includes thorough descriptions of the subject property, the property's locale, the market for the property type, and my opinion of highest and best use.

Market value will be defined in the appraisal report, but basically assumes a willing buyer-seller, both knowledgeable of the subject real estate market and with the valuation at the property's highest and best use. Both exposure and marketing time periods are estimated to be approximately 3-6 months. In accordance with USPAP, I am informing the client that I previously appraised the subject property for the prior owner's estate in March 2016. Other than previously noted, I have performed no other services regarding the subject property within the past three years prior to the engagement of these services.

RODGER K. LOWERY, MAI
State-Certified General Real Estate Appraiser
FL #RZ0001922 * AL #G00445



TOM FRUITTICHER, MAI
State-Certified General Real Estate Appraiser
FL #RZ0002029 * AL #G00788

Ms. Marcia Wieborg
February 8, 2019
Page 3

The subject property consists of a currently developed 146,362 square foot or 3.36-acre parcel of land located in Pensacola, Escambia County, Florida. The office building parcel is located along the east side of North W Street, just south of the Stumpfield Road intersection and the two vacant lots are located along the south side of Stumpfield Road, just east of the North W Street intersection. The property is zoned "HC/LI", with the existing improvements being an allowable use for the site. The office site contains approximately 2.08-acres with the west lot on Stumpfield Road containing 0.71-acres or 30,928 square feet and the east lot containing 0.57-acres or 24,829 square feet.

The improvements to the site consist of an approximately 12,056 square foot one-story professional office building constructed in 1984 and completely renovated in 2005. The improvements are in average condition reflecting an effective age of 20 years. The building includes approximately 388 square feet of warehouse storage space with the remainder being professional office space. There are three entrances along the front of the building allowing for the building to be divided in to three separate suites, if needed.

This appraisal is based upon the extraordinary assumption that there are no structural deficiencies, roof leaks, etc. that may adversely affect value.

Subject to the above and the limiting conditions and certification as set forth herein, it is my opinion that the current market value of the Fee Simple estate as of the last date of inspection, February 6, 2019, was:

CURRENT MARKET VALUE

ONE MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS

\$1,550,000

The above value is allocated at \$1,370,000 for the office building and \$180,000 for the two vacant commercial lots on Stumpfield Road.

I hereby certify I have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as Standards for Real Estate Appraisals as established for federally related transactions and the State of Florida. The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) and the requirements of the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA). The fee for this appraisal was not based on a minimum value nor was the assignment undertaken based on a pre-determined value or guaranteed loan amount.

Ms. Marcia Wieborg
February 8, 2019
Page 4

I appreciate the opportunity of doing this work for you and your client. After your review, should you have questions, please don't hesitate to call.

Respectfully submitted,

Rodger K.
Lowery
MAI

Digitally signed by Rodger K.
Lowery, MAI
DN: cn=Rodger K. Lowery, MAI,
o=Frutticher-Lowery Appraisal
Group, Inc.,
email=rlowery@flag1.net, c=US
Date: 2019.02.08 15:05:25 -0600

Rodger Lowery, MAI
State-Certified General Real Estate Appraiser #RZ1922
RLowery@FLAG1.Net
Phone – (850) 477-0419, ext. 101

Tax Collector



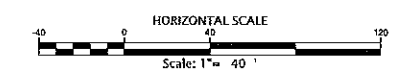
ESCAMBIA COUNTY
ENGINEERING DIVISION

MLW 3/28/19 DISTRICT 3



W Street & Stumpfield Road

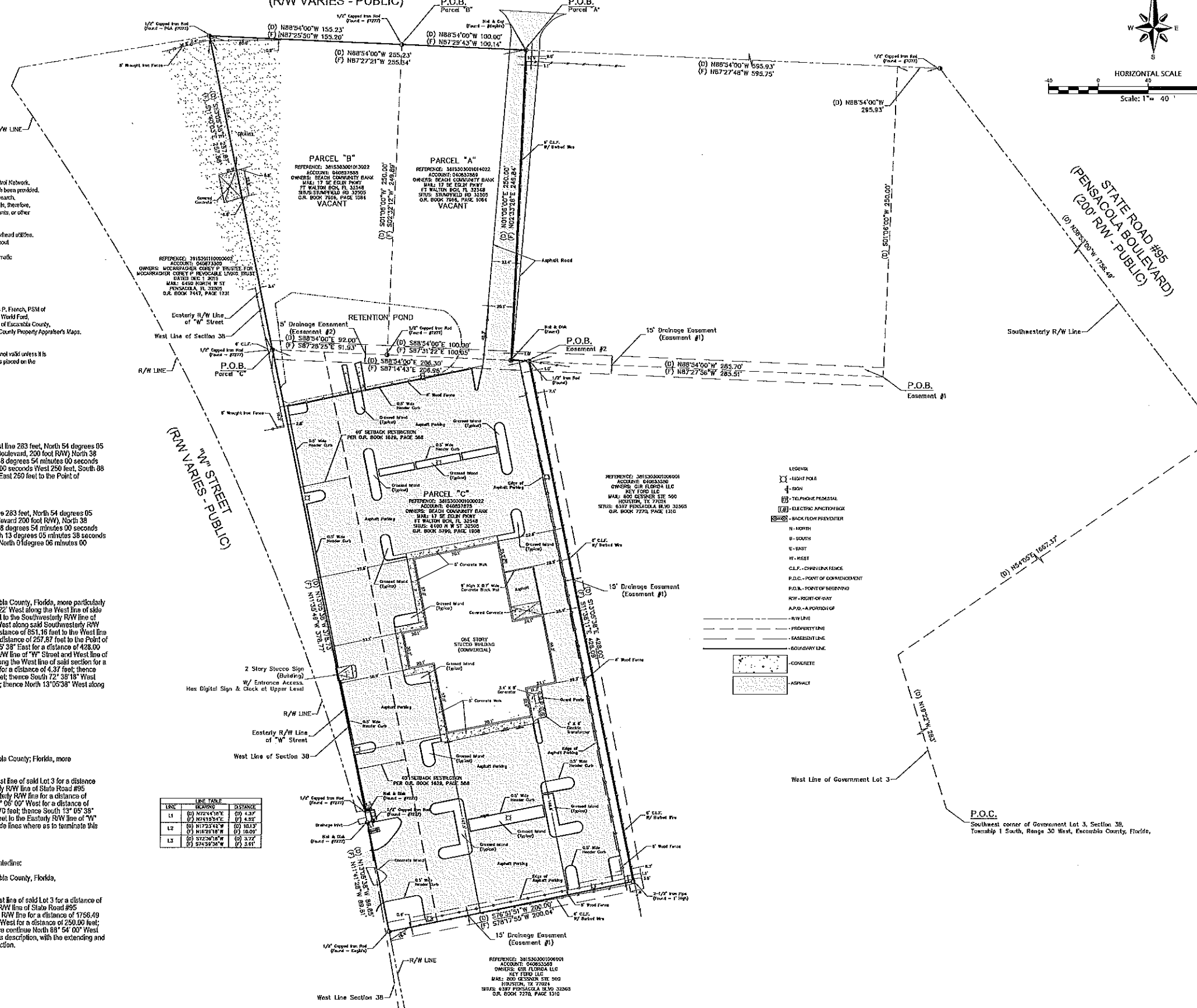
BOUNDARY SURVEY



**MARCUS POINT BOULEVARD
(R/W VARIES - PUBLIC)**

P.O.B.
Parcel "B"

P.O.B.
Parcel "A"



SURVEYOR'S NOTES:

- 1) Measurements were made in accordance with the United States Standard Foot.
- 2) Basis of Bearings Reference: GDA North and the grid bearings shown herein are based on the following:
 - a. Projection Zone: Florida North (State Plane)
 - b. Projection Type: Lambert Conformal Conic
 - c. Datum: North American Datum of 1983 with a datum bag of 2011 (NAD83 (2011))
 - d. North as shown herein is referenced to Florida Department of Transportation (FDOT) Horizontal Control Network.
- 3) Joseph Barrett, Florida Professional Surveyor, and Mapper did not perform a site search, nor has a site search been provided. Therefore, the survey shown herein is subject to any facts that may be disclosed by a full and accurate site search.
- 4) Lands shown herein were not abstracted by Joseph Barrett, Florida Professional Surveyor and Mapper, and he, therefore, is not responsible for any errors, omissions, or inaccuracies in the survey shown herein.
- 5) This survey does not reflect, delineate, or guarantee ownership.
- 6) No attempt was made to locate any underground foundations, utilities, or overhead utilities.
- 7) Additions or deletions to survey maps(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
- 8) The horizontal positions shown herein were derived from the utilization of a Topcon HiPer V Real Time Kinematic (RTK) Global Positioning System (GPS) dual frequency receiver in RINEX Mode utilizing the Florida Department of Transportation (FDOT) Florida Permanent Reference Network (FPRN).
- 9) The field survey was performed between August 29, 2019 through September 25, 2019 and recorded in Field Book 548, Pages 4-12.
- 10) Right of way and parcel lines are based on the Deeds of Record & FDOT RW maps.
- 11) Improvement locations shown herein may be exaggerated and not to scale for clarity purposes.
- 12) Documents used in the preparation of this Boundary Survey: a Boundary of Improvements Survey by James P. French, PSM of Subject Property, Job # 06-91-003, Dated 02/20/05, a Felix Engineering, Inc. of a Partial As-Built Survey of Utility Feet, Job Number 120034, Dated April 13, 2012; the Following Legal Descriptions recorded in the Public Records of Escambia County, Florida: O.R. Book 6109, Page 1808, O.R. Book 7966, Page 1884, O.R. Book 7447, Page 1731, Escambia County Property Appraiser's Maps.
- 13) The description and boundary survey are not full and complete without the other.
- 14) Boundary lines as shown were established by a boundary survey performed by Escambia County.
- 15) The official record of this survey is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all items and respects to the original signed and sealed paper version. The use of comparison is placed on the user of the electronic version.
- 16) The survey error of closure meets the Survey Standards of Practice.

MARCUS POINT BOULEVARD PROPERTY
O.R. Book 7955, Page 1084

PARCEL "A"

Beginning at the Southwest corner of Lot 3, North 19 degrees 22 minutes West along West line 283 feet, North 54 degrees 05 minutes East 1667.37 feet to the Southeastly RW line of State Road #95 (Pensacola Boulevard, 200 foot RW), North 38 degrees 53 minutes 00 seconds West along Southeastly RW line 1756.49 feet, North 88 degrees 54 minutes 00 seconds West 595.93 feet for Point of Beginning, continue 100 feet, South 01 degrees 06 minutes 00 seconds West 250 feet, South 88 degrees 54 minutes 00 seconds East 100 feet, North 01 degrees 06 minutes 00 seconds East 250 feet to the Point of Beginning.

PARCEL "B"

Beginning at Southwest corner of Lot 3, North 19 degrees 22 minutes West along West line 283 feet, North 54 degrees 05 minutes East 1667.37 feet to the Southeastly RW line of State Road #95 (Pensacola Boulevard, 200 foot RW), North 38 degrees 53 minutes 00 seconds West along Southeastly RW line 1756.49 feet, North 88 degrees 54 minutes 00 seconds West 595.93 feet for Point of Beginning, continue 155.23 feet to West line of Section South 13 degrees 05 minutes 00 seconds East along West line 257.87 feet, South 88 degrees 54 minutes 00 seconds East 92 feet, North 01 degree 06 minutes 00 seconds East 250 feet to Point of Beginning.

N. "W" STREET PROPERTY
O.R. Book 5790 Page 1908

PARCEL "C"

That portion of Government Lot 3, Section 38, Township 1 South, Range 30 West, Escambia County, Florida, more particularly described as follows: Commence at the Southwest corner of said Lot 3; thence North 19° 22' West along the West line of said Lot 3 for a distance of 283.00 feet; thence North 54° 05' East for a distance of 1667.37 feet to the Southeastly RW line of State Road #95 (Pensacola Boulevard, 200 foot RW); thence North 38° 53' 00" West along said Southeastly RW line for a distance of 1756.49 feet; thence North 88° 54' 00" West for a distance of 651.16 feet to the West line of said Section 38; thence South 13° 05' 38" East along the West line of said section for a distance of 257.87 feet to the Point of Beginning; thence South 88° 54' 00" East for a distance of 205.30 feet; thence South 13° 05' 38" East for a distance of 428.00 feet; thence South 76° 51' 51" seconds West for a distance of 200.00 feet to the Easterly RW line of "W" Street and West line of said section; thence North 13° 05' 38" seconds West along said Easterly RW line and along the West line of said section for a distance of 89.85 feet; thence North 72° 44' 19" East along the RW line of said "W" Street for a distance of 4.37 feet; thence North 17° 23' minutes 42" West along the RW of said "W" Street for a distance of 10.13 feet; thence South 72° 35' 18" West along the RW of said "W" Street for a distance of 3.61 feet to the West line of said section; thence North 13° 05' 38" West along said West line for a distance of 378.73 feet to the Point of Beginning.

Also subject to the following described easements:

Easement #1:

A 15.00 foot wide drainage easement lying 7.50 feet either side of the following described centerline:

That portion of Government Lot 3, Section 38, Township 1 South, Range 30 West, Escambia County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Lot 3; thence North 19° 22' West along the West line of said Lot 3 for a distance of 283.00 feet; thence North 54° 05' East for a distance of 1667.37 feet to the Southeastly RW line of State Road #95 (Pensacola Boulevard, 200 foot RW); thence North 38° 53' 00" West along said Southeastly RW line for a distance of 1756.49 feet; thence North 88° 54' 00" West for a distance of 285.70 feet; thence South 01° 06' 00" West for a distance of 250.00 feet to the Point of Beginning; thence North 88° 54' 00" West for a distance of 285.70 feet; thence South 01° 06' 00" West for a distance of 250.00 feet to the Point of Beginning; thence continue North 88° 54' 00" West for a distance of 205.30 feet to the West line of said Section 38 and the terminal point of this description, with the extending and shortening of the side lines where as to terminate this description on the Easterly RW line of "W" Street.

Easement #2

15.00 foot wide drainage easement lying 7.50 feet either side of the following described centerline:

That portion of Government Lot 3, Section 38, Township 1 South, Range 30 West, Escambia County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Lot 3; thence North 19° 22' West along the West line of said Lot 3 for a distance of 283.00 feet; thence North 54° 05' East for a distance of 1667.37 feet to the Southeastly RW line of State Road #95 (Pensacola Boulevard, 200 foot RW); thence North 38° 53' 00" West along said Southeastly RW line for a distance of 1756.49 feet; thence North 88° 54' 00" West for a distance of 255.93 feet; thence South 01° 06' 00" West for a distance of 250.00 feet; thence North 88° 54' 00" West for a distance of 285.70 feet to the Point of Beginning; thence continue North 88° 54' 00" West for a distance of 205.30 feet to the West line of said Section 38 and the terminal point of this description, with the extending and shortening of the side lines where as to terminate this description on the West line of said Section.

LINE	BEARING	DISTANCE
L1	(D) N88°54'00"W	(D) 4.37
	(F) N87°23'42"W	(F) 4.37
L2	(D) N17°23'42"W	(D) 10.13
	(F) N17°23'42"W	(F) 10.13
L3	(D) S72°35'18"W	(D) 3.61
	(F) S74°38'34"W	(F) 3.61



I hereby certify that the survey shown herein was made under my responsibility and that I am a duly Licensed Professional Surveyor and Mapper in the State of Florida and have paid the required fees to the State of Florida. My Commission Expires on 08/31/2025. My License No. is 17452. My Registration No. is 17452.

Date: October 1, 2019
 State of Florida
 Joseph Barrett, Professional Surveyor and Mapper No. 17452

ENGINEERING DEPARTMENT
 ESCAMBIA COUNTY, FLORIDA
 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

APPROVED BY: _____ DATE: _____
 REGISTERED PROFESSIONAL SURVEYOR AND MAPPER NO. 6250

SECTION-TITLE: BOUNDARY SURVEY
 FIELD BOOK: 548
 PAGE: 4-12

DATE: September 24, 2019
 DRAWN BY: M. KIRKLAND
 CHECKED BY: J. BARRETT

MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT
 DRAWING FILE LOCATION: L:\Surveying\Map\B\B\BOUNDARY SURVEY\MARCUS POINT BLVD AT W STREET 080813
 PROJECT NO. 20190113 DISTRICT THREE

A.P.C. Section 38, Township 1 South, Range 30 West,
 Escambia County, Florida
**MARCUS POINT BOULEVARD
 AND N. "W" STREET**

DRAWING NUMBER:
L-6088

SHEET
1

OF 1 SHEETS



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17100

County Administrator's Report 8.2.

BCC Regular Meeting

Discussion

Meeting Date: 11/18/2019

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 2019/2020:

- A. Escambia County Public Schools Foundation, in the amount of \$2,500;
- B. Re-entry Alliance Pensacola, Inc., in the amount of \$2,500; and
- C. Knowledge Ministries, Inc., DBA Golden Elite Track and Field Club, in the amount of \$1,000;

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

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

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):

Escambia County Public Schools Foundation - \$2,500;
Re-entry Alliance Pensacola, Inc. - \$2,500; and
Knowledge Ministries, Inc., DBA Golden Elite Track and Field Club - \$1,000

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These funds may be expended upon request by the Sheriff to the Board of County Commissioners or by the Chief of Police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the Sheriff's Office or Police Department by the Board of County Commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Escambia County Public Schools Foundation

Re-entry Alliance Pensacola Inc.

Knowledge Ministries 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

October 28, 2019

Escambia County Public Schools Foundation
Attn: Kelly Cooke
30 E. Texar Drive, Pensacola FL 32503

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated 21 October, 2019.

Dear Kelly Cooke,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of \$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.

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 CERTIFICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Escambia County Public Schools Foundation DATE 10/21/2019
 POINT OF CONTACT Kelly Cooke or Wanda Kotick PH# (850) 438-6500
 EMAIL ADDRESS: kcooke@escambiataxcollector.com INITIAL REQUEST PREVIOUS REQUEST
 DATE FUNDS NEEDED (The BOCC will process) 11/30/2019 AMOUNT REQUESTED: \$10,000
 CHECK PAYABLE TO: Escambia County Public Schools Foundation *\$2,500.00*
 COMPLETE MAILING ADDRESS: NEW ADDRESS
 Street 30 East Texar Drive #113 City Pensacola State FL Zip Code 32503

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
 - a. To submit this application and to ensure funds are used for the purposes specified herein.
 - b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief | KLC (Initial)

NAME OF CERTIFYING OFFICIAL Kelly L. Cooke TITLE OF CERTIFYING OFFICIAL Community & Media Relations Splst
 SIGNATURE (Digital) Kelly L Cooke DATE 10/21/2019
Digitally signed by Kelly L Cooke
Date: 2019.10.22 07:31:47 -05'00'

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
LEGAL		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
CHIEF		<input checked="" type="checkbox"/>	<input type="checkbox"/>	AMOUNT APPROVED <i>\$2,500.00</i>
SHERIFF		<input checked="" type="checkbox"/>	<input type="checkbox"/>	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT				

Date processed 10/28/19 DAVID MORGAN, SHERIFF
 DATE 10/28/2019

ORIGINAL

ORGANIZATION/AGENCY NAME:

Escambia County Public Schools Foundation

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION **CANNOT** BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

See attached



Justification Statement

The Escambia County Tax Collector and the Escambia County School District's Office of Community Involvement have partnered together to request funding for both the Kids Tag Art Escambia program and the Mentoring program.

Kids Tag Art Escambia is a community partnership that brings businesses, students, families, government, and the public school system together to increase awareness about the importance of arts in our community. This year the program is open to all visual arts classrooms in the Escambia County School District. Each student in participating Escambia County schools created his or her own unique vanity tag. These tags are available to anyone for purchase for the front of vehicles. The best part of the Kids Tag Art Escambia community partnership is that all funds raised directly support arts education in the Escambia County School District. The funds are used exclusively as supplemental funding for art enrichment programs and supplies for participating schools.

With this partnership, we hope to introduce a drug prevention category for the students. They would create a unique vanity tag supporting keeping kids off drugs. This year begins our seventh year of the program. Last year we had 17 schools and 22 teachers participate. For the 2019-2020 year, we have 27 schools and 33 teachers signed up to participate.

The Mentor program serves at-risk students in all public schools in Escambia County. The program matches a dependable and responsible adult mentor with an at-risk child who needs extra guidance and support. Adult mentors make a commitment to meet one-on-one with their assigned student for one hour per week for the duration of the school year. Mentors may be assigned at all grade levels from kindergarten through the twelfth grade. Some mentors follow their student(s) from kindergarten through high school graduation.

Mentors are trained through the Office of Community Involvement. Once trained, they are fingerprinted and are required to submit to a level-two background screening. Once cleared, they are provided a mentoring badge from the School District and then assigned to a school based on need and geographic location. Guidance counselors and school-based mentor coordinators then match students with a mentor.

Students who may benefit from the mentoring program are identified and recommended by teachers, guidance counselors, administrators, and parents/guardians for the program. Often those chosen for the program likely do not have a stable home

environment or a consistent adult role model in their lives. Mentors provide a consistent adult presence in the lives of their students.

The program occurs during school hours. When a mentor meets with his/her student for their weekly visit at school, they use their time to tutor, set goals, teach life skills, discuss the advantages of staying in school and graduating on time. Additionally, they often discuss the importance of staying off drugs and being productive citizens in our community. Students are encouraged to become school leaders and positive role models for their peers. A parent/guardian must sign a permission slip that allows their child to be paired with a mentor.

Mentors come from all walks of life; they bring many life experiences to the table and are carefully and appropriately paired with a student. Mentors demonstrate the values of respect, dependability, punctuality, volunteerism and community service. Mentors are trained to assist students in setting short-term and long-term goals while encouraging them to make good life choices. Mentors are asked to share about their own lives, their education, and careers. Mentors are trained to handle sensitive information that a student may disclose regarding criminal behavior, drug use, abuse, or other dangerous situations. The mentor then shares that information with school administrators, guidance counselors and law enforcement, as necessary.

The Mentor Program is self-funded and reliant on donations to sponsor volunteer/mentor events, pay for training materials, and to pay for appreciation functions for our mentors. Training sessions are conducted at civic organizations, churches, local businesses, corporations and local government entities. The requested funds would provide support for the program and will help us to be able to reach more students.

Research shows that children with mentors have a greater chance of staying in school, staying off drugs and making better life choices that will lead to them becoming productive members of our communities. Additionally, it has been shown that mentoring leads to increased self-esteem, better grades, enhanced problem-solving skills, conflict resolution and self-control. Mentors directly help in the efforts of crime prevention, drug education, substance abuse awareness and safe neighborhoods.

We thank you in advance for your help and sponsorship of these two great programs.

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: March 22, 2001

Person to Contact:
Jocie Bradshaw 31-02167
Customer Service Representative

Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500

Fax Number:
513-263-3756

Federal Identification Number:
59-2715995

Escambia County Public School Foundation for
Excellence, Inc.
30 East Texar Drive
Pensacola, FL 32503-2902

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in June 1987, granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

-2-

Escambia County Public School Foundation for Excellence, Inc.
#59-2715995

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

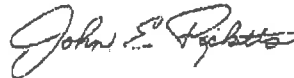
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



John E. Ricketts, Director, TE/GE
Customer Account Services



Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012632532C-3	10/31/2015	10/31/2020	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE ESCAMBIA COUNTY PUBLIC SCHOOLS
FOUNDATION FOR EXCELLENCE INC
30 E TEXAR DR
PENSACOLA FL 32503-2902

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.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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. Escambia County Public Schools Foundation for Excellence	
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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 30 East Texar Drive	Requester's name and address (optional)
6 City, state, and ZIP code Pensacola, FL 32503	
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.

Social security number											
or											
Employer identification number											
5	9	-	2	7	1	5	9	9	5		

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.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 8-1-19
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630



LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

October 28, 2019

Re-entry Alliance Pensacola, Inc.
Attn: Vince Whibbs, Jr.
1000 West Blount Street, Pensacola FL 32503

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated 24 October, 2019.

Dear Vince Whibbs, Jr.

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.

FLORIDA



ACCREDITED

ORGANIZATION/AGENCY NAME:

RE-ENTRY ALLIANCE PENSACOLA, 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

RE-ENTRY ALLIANCE PENSACOLA, INC. ("REAP") WAS FORMED IN 2013 FOR THE PURPOSE OF ASSISTING INDIVIDUALS RETURNING FROM INCAERCERATION TO BE SELF-SUFFICIENT, CRIME-FREE, PRODUCTIVE CITIZENS AND NEIGHBORS. ORIGINALLY DESIGNED TO BE A MENTORING PROGRAM FOR FEDERAL PROBATIONERS, THE PROGRAM HAS BEEN GREATLY EPANDED TO INCLUDE STATE AND COUNTY EX-OFFENDERS. TO DATE, REAP HAS PROVIDED INTENSIVE CASE MANAGEMENT SERVICES, INCLUDING HOUSING AND WORKFORCE PLACEMENT ASSISTANCE TO MORE THAN 600 INDIVIDUALS RETURNING TO NORTHWEST FLORIDA. OUR EXPERIENCE HAS SHOWN THAT SUCCESS IN REDUCING THE RATE OF RECIDIVISM IS BEST ACHIEVED BY PROVIDING A SAFE STABILIZED HOUSING SITUATION COUPLED WITH A REGULAR JOB PAYING A LIVING WAGE. ACCORDINGLY, REAP FOCUSES ITS EFFORTS ON PROVIDING BASIC HOUSING AND ESTABLISHING WORKING RELATIONSHIPS WITH LOCAL EMPLOYERS WHO ARE PRE-DISPOSED TO PROVIDE EMPLOYMENT OPPORTUNITIES FOR EX-OFFENDERS. BECAUSE OUR CLIENTS TYPICALLY DO NOT HAVE DRIVER'S LICENSES OR TRANSPORTATION, REAP ASSISTS BY PROVIDING JOBSITE TRANSPORTATION TO OUR CLIENTS NEEDING ASSISTANCE. CURRENTLY, REAP OPERATES TEN TRANSITIONAL HOUSES, PRIMARILY LOCATED IN THE BROWNSVILLE NEIGHBORHOOD, HOUSING MORE THAN FIFTY CLIENTS EACH NIGHT. WE HAVE VEHICLES AND LICENSED DRIVERS PROVIDING DELIVERY/PICK UP SERVICES TO JOB SITES FROM 5:00 AM TO 9:00 AM AND AGAIN FROM 3:30 PM TO 6:30 PM EACH WORKDAY. OUR HOUSES AVERAGE OVER FORTY YEARS IN AGE AND ARE CONSTANTLY IN NEED OF REPAIRS, WHICH AMOUNTS TO MORE THAN \$5,000 PER YEAR. FOR OUR VEHICLES, MAINTENANCE, FUEL AND INSURANCE COSTS TYPICALLY RUN MORE THAN \$10,000 PER YEAR. REAP IS REQUESTING \$10,000 TO ASSIST IN COVERING THE COSTS OF HOUSING REPAIRS AND VEHICLE EXPENSE. IF AWARDED, THE SLET FUNDS WILL HAVE A DIRECT EFFECT ON REDUCING THE RATE OF RECIDIVISM ON THIS TARGETED POPULATION, REDUCING CRIME AND CREATING SAFER NEIGHBORHOODS IN OUR COUNTY.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 11 2014

RE-ENTRY ALLIANCE PENSACOLA INC
C/O C REID BARRINEAU
501 COMENDENCIA ST
PENSACOLA, FL 32502

Employer Identification Number:
38-3908383
DIN:
17053003372034
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 10, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947

RE-ENTRY ALLIANCE PENNSACOLA INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Tamara Rippe

Director, Exempt Organizations

Enclosure: Publication 4221-PC

1-800-HELP-FLA (435-7352)
www.800helpfla.com
www.freshfromflorida.com



DIVISION OF CONSUMER SERVICES
2005 APALACHES PKWY
TALLAHASSEE FL 32399-6500

FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES
COMMISSIONER ADAM H. PUTNAM

January 23, 2017

Refer To: CH50610

Postmark 1/24
Rec'd 2/3

RE-ENTRY ALLIANCE PENSACOLA INC
P O BOX 13224
PENSACOLA, FL 32591

RE: RE-ENTRY ALLIANCE PENSACOLA INC
REGISTRATION#: CH50610
~~EXPIRATION DATE: January 23, 2018~~

Dear Sir or Madam:

The above-named organization/sponsor has complied with the registration requirements of Chapter 496, Florida Statutes, the Solicitation of Contributions Act. **A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.**

Every charitable organization or sponsor which is required to register under s. 496.405 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The Solicitation of Contributions Act requires an annual renewal statement to be filed on or before the date of expiration of the previous registration. The Department will send a renewal package approximately 30 days prior to the date of expiration as shown above.

Thank you for your cooperation. If we may be of further assistance, please contact the Solicitation of Contributions section.

Sincerely,

Aleta King

Aleta King
Regulatory Consultant
850-410-3715
Fax: 850-410-3804
E-mail: aleta.king@freshfromflorida.com



Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8016554891C-2	10/03/2014	10/31/2019	501C(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

RE-ENTRY ALLIANCE PENSACOLA INC
501 COMMENDENCIA ST
PENSACOLA FL 32502-5953



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.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See specific instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Re-Entry Alliance Pensacola, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>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.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>5 Address (number, street, and apt. or suite no.) See instructions. 1000 W. Blount Street</p> <p>6 City, state, and ZIP code Pensacola, Florida 32501</p> <p>7 List account number(s) here (optional)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3)</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>Requester's name and address (optional)</p>
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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									
3	8	-	3	9	0	8	3	8	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 10-24-19
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630



LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

October 31, 2019

Knowledge Ministries Inc. DBA Golden Elite Track and Field Club
Attn: Cheryl Etheredge
P.O. Box 1171, Gonzalez, FL 32560

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated October 28, 2019.

Dear Cheryl Etheredge,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Drug Prevention, Drug Education or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of \$1,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA



ACCREDITED



**ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES**

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

CRIME PREVENTION DRUG PREVENTION DRUG EDUCATION SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

PROMOTIONAL/ADVERTISING OR DIRECT SUPPORT

The Documents listed below **MUST** be attached to your request: (Check the appropriate boxes)

501c3 or c4 OR NOT-FOR-PROFIT AND W-9 AND CERTIFICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Knowledge Ministries Inc/Golden Elite Track and Field | DATE 10/28/2019

POINT OF CONTACT Cheryl Etheredge | PH# (850) 637-2978

EMAIL ADDRESS: goldeneliteclub@hotmail.com INITIAL REQUEST PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 01/01/2020 | AMOUNT REQUESTED: ~~\$ 2,500~~

CHECK PAYABLE TO: Knowledge Ministries | *\$1,000.00*

COMPLETE MAILING ADDRESS: NEW ADDRESS

Street PO Box 1171 | City Gonzalez | State FL | Zip Code 32560

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
 - a. To submit this application and to ensure funds are used for the purposes specified herein.
 - b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief | CE (Initial)

NAME OF CERTIFYING OFFICIAL

Cheryl Etheredge

SIGNATURE (Digital)

Cheryl Etheredge

TITLE OF CERTIFYING OFFICIAL

Community Relations Director/Grant

DATE

10/28/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
LEGAL	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
CHIEF	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SHERIFF	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
CFO ASSISTANT	<i>[Signature]</i>			
	Date processed	10/31/19		
				AMOUNT APPROVED <i>\$1,000.00</i>
				I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
				DAVID MORGAN, SHERIFF
				DATE 10/31/2019

ORIGINAL

ORGANIZATION/AGENCY NAME:

Knowledge Ministries Inc/Golden Elite Track and Field Club

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Golden Elite ' s mission is to educate youth and parents about the importance of positive results that come from leading a physically active, drug-free lifestyle while living with integrity, to instill due respect for oneself, one ' s character, and one ' s conduct. Our program focuses on reducing childhood obesity, heart disease, diabetes, and to promote abstinence. We provide anti-bullying and life skill classes. With the funds we will continue to educate our athletes, parents, and community on bullying prevention, abstinence classes by living a drug -free lifesyle and being constructive citizens.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 27 2017

KNOWLEDGE MINISTRIES INC
P O BOX 1171
GONZALEZ, FL 32560-7806

Employer Identification Number:
59-3271828
DLN:
26053500003027
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
May 15, 2014
Contribution Deductibility:
Yes
Addendum Applies:
Yes

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.

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

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

Letter 947

KNOWLEDGE MINISTRIES INC

to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

A handwritten signature in cursive script that reads "Stephen A. Martin".

Director, Exempt Organizations
Rulings and Agreements

Enclosure:
Addendum

KNOWLEDGE MINISTRIES INC

ADDENDUM

If you have been in existence for at least three years and you have not filed a Form 990 return or notice for three consecutive years, you may soon receive a letter (Notice CP120A) that we automatically revoked your exempt status, as required by law, for failure to file a return or notice for three consecutive years. This letter will serve to reinstate your exempt status, so you will not need to re-apply. However, you may need to file the appropriate delinquent Forms 990 for all years you have operated as a tax-exempt organization.



Consumer's Certificate of Exemption

DR-14
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8017286414C-2	05/25/2017	05/31/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

KNOWLEDGE MINISTRIES INC
7248 TANNEHILL DR
PENSACOLA FL 32526-5020

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.



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.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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. Knowledge Ministries Inc	
2 Business name/disregarded entity name, if different from above Golden Elite Track and Field Club	
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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Other (see instructions) ▶ Nonprofit Corp Tax Exempt, 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 1171	Requester's name and address (optional)
6 City, state, and ZIP code Gonzalez, FI 32560	
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													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>													
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Employer identification number													
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5	9	-	3	2	7	1	8	2	8				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶	10/28/19
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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)
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- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
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- 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-17132 **County Administrator's Report 8.3.**
BCC Regular Meeting **Discussion**

Meeting Date: 11/18/2019

Issue: Senior Staff Selections and First 100 Days

From: Janice Gilley, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Senior Staff Selections by Escambia County - Janice P. Gilley, County Administrator

The following positions are provided for your consideration and information:

A. That the Board confirm the hiring of Ms. Laura Coale as the Director of Communications and Public Information, with an annual salary of \$90,000 per year, and a \$400 monthly vehicle allowance, effective Tuesday, November 19, 2019. This position is currently budgeted in the Fiscal Year 2019-2020;

B. That the Board confirm the hiring of the successful candidate for the Director of Mass Transit. An offer and negotiations are expected to be completed by November 18, 2019. This position is currently budgeted in the Fiscal Year 2019-2020; and

C. That the Board be aware of the appointment of the manager for the Office of Compliance and Ethics. An offer and negotiations are expected to be completed by November 18, 2019. This position was created in the 2019-2020 Budget.

BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER.

BACKGROUND:

The position of Director of Communications and Public Information was advertised for 30 days. Phone interviews were conducted in October by the County Administrator's Assistant and the Interim Assistant County Administrator. The candidates were narrowed to five. Each of the five candidates made presentations in-person at forums attended by Escambia County Department Directors and the

current CMR staff. The candidate's forums were followed by personal interviews with the administrator. After deliberation and references were contacted, Ms. Laura Coale was chosen as the top candidate.

The position of Director of Mass Transit has been vacant since June 2019. The position was advertised for 30 days. Phone interviews were conducted November 8th by the County Administrator and the Interim Assistant County Administrator. An offer and negotiations are expected to be completed by November 18, 2019.

The position of the manager of the Office of Compliance and Ethics was created by the County Administrator starting in October 2019. This office will be responsible for promoting integrity, accountability and efficiency in the services provided to the citizens of Escambia County, Florida with the goal to enhance public trust in government.

BUDGETARY IMPACT:

Positions are budgeted for Fiscal Year 2019-2020.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

F.S. 125.74 (1) (k) Select, employ, and supervise all personnel and fill all vacancies, positions, or employment under the jurisdiction of the Board. However, the employment of all department heads shall require confirmation by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will coordinate with HR and prepare the necessary paperwork.

Attachments

No file(s) attached.
