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 – January 7, 2020 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner Underhill.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating Stephen Dillard, a Maintenance Technician in the Facilities Management Department, on his selection as the "Employee of the Month" for January 2020;

B. The Proclamation commending and congratulating Amberly Youngblood, a Paramedic in the Emergency Medical Services Division of the Public Safety Department, on her selection as the "Employee of the Year" for 2019;

C. The Proclamation proclaiming the third Friday of January 2020 as Arbor Day; and

D. The Proclamation recognizing January 26 - February 1, 2020, as Escambia County School Choice Week.

7. Written Communication

November 26, 2019, communication from Judy R. Petrie.

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

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

9. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating the Los Suenos Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance creating the Los Suenos Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

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

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

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

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

10. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for the October 2019 Returns Received in November 2019

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the October 2019 returns received in November 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the second month of collections for the Fiscal Year 2020; total collections for the month of October 2019 returns was $850,889.66; this is a 6.98% decrease from October 2018 returns; total collections to date are .59% less than the comparable time frame in Fiscal Year 2019.

2. Recommendation Concerning a Document Provided for Filing with the Board's Minutes

That the Board accept, for filing with the Board's Minutes, the Oath of Office for Escambia County Health Facilities Authority Board Member Susan Ashby, who replaced Linda Miragliotta and will fulfill her remaining term which ends August 21, 2021. Ms. Ashby was appointed to serve the remaining term by the Board of County Commissioners on December 5, 2019.

3. 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 December 5, 2019;

B. Approve the Minutes of the Regular BCC Meeting held December 5, 2019;

C. Approve the Minutes of the Special BCC Meeting held December 12, 2019; and

D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held December 12, 2019.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, SSA-2019-03

   That the Board of County Commissioners (BCC) review and approve an Ordinance amending the Comprehensive Plan, Chapter 7, 2030 Future Land Use (FLU) map, SSA-2019-03, changing the FLU category of a parcel located on Louisiana Drive, Parcel Number 15-2S-30-6200-041-010, totaling 0.41 (+/-) acres, from Commercial (C) to Mixed Use Urban (MU-U).

2. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, LSA-2019-05

   That the Board of County Commissioners (BCC) review and approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Comprehensive Plan, Chapter 7, 2030 Future Land Use (FLU) map, LSA-2019-05, changing the FLU category for two parcels located on Pine Forest Road, Parcel Number 24-1S-31-4230-000-020, totaling 10.28 (+/-) acres, and Parcel Number 24-1S-31-3140-000-000, totaling 3.66 (+/-) acres, from Commercial (C) to Mixed-Use Urban (MU-U).

   This serves as the first of two public hearings.

II. Action Item

1. Recommendation Concerning Final Plat Beulah Garden Estates Permit FP# 19103541

That the Board take the following action concerning recording of Beulah Garden Estates (a private 25-lot residential subdivision), located in the Beulah Community and lying south of Frank Reeder Road, west of Rebel Road and north of West Nine Mile Road. Owned and developed by Beulah Garden Estates, 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 name “Suwanee Lane”; and

C. Accept the five-foot-wide right-of-way acquisition by Dedication as indicated on the subdivision plat.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearing

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

February 6, 2020

5:45 p.m. - A Public Hearing - McDirt Pit Permit Renewal

Summary: Recycling facility permit renewal for McDirt Industries, LLC – Phillip McCoy, for Concrete & Asphalt Recycling Facility.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Issuance of Revenue Bonds by Escambia County Health Facilities Authority for Health Care Project and Refunding of Outstanding Indebtedness on Behalf of Certain Related Borrowers, Including Baptist Health Care Foundation, Inc. - JoLinda Herring, Bryant Miller Olive P.A. and Eugene Franklin, Chairman of the Escambia County Health Facilities Authority

   That the Board adopt, and authorize the Chairman to sign, a Resolution authorizing the issuance of revenue bonds by the Escambia County Health Facilities Authority (the "Authority") on behalf of Baptist Health Care Corporation ("BHCC"), Baptist Health Care Foundation, Inc. ("BHCF"), Baptist Hospital, Inc. ("BHI"), Baptist Medical Group, LLC ("BMG"), Baptist Urgent Care, LLC ("BUC"), Jay Hospital, Inc. ("JH"), Lakeview Center, Inc. ("LC"), Global Connections to Employment, Inc. ("GCE") and Baptist Brent Lane Properties, LLC ("BBLP" and, together with BHCC, BHCF, BHI, BMG, BUC, JH, LC and GCE, the "Borrowers") for the purpose of financing the Project herein described and refinancing certain Outstanding Indebtedness herein described.

2. Recommendation Concerning the Disposition of Property for the Building Services Department - Tim Tolbert, Building Official/Department Director

   That the Board approve the two Requests for Disposition of Property Forms for the Building Services Department, for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been deemed to be of no further usefulness to the County and have already been replaced.

3. Recommendation Concerning the Request for Disposition of Property for the Roads and Bridges Department - Wes Moreno, Public Works Department Director

   That the Board approve one Request of Disposition of Property. The request form has been signed by all applicable authorities.

4. Recommendation Concerning the Florida Medicaid Non-Institutional Medicaid Provider Agreement for Escambia County Emergency Medical Services - John Dosh, Interim Public Safety Department Director

   That the Board take the following action concerning the Florida Medicaid Non-Institutional Medicaid Provider Renewal Enrollment Application:

   A. Approve and authorize James Maddrey, EMS Manager, and Tamika Williams, Public Safety Business Operations Manager, to sign the Non-Institutional Medicaid Provider Agreement, as authorized official, for revalidation of Escambia County Board of County Commissioners, D/B/A Escambia County EMS (Emergency Medical Services) to continue to participate as a Florida Medicaid Provider, with the provision that any litigation concerning any part of the Agreement shall be conducted in the Circuit Court of Leon County, Florida;

   B. Approve and authorize James Maddrey, EMS Manager, and Tamika Williams, Public Safety Business Operations Manager, to complete the online Application as being the Delegated Official and Contact Person which will allow them to speak with Medicaid on behalf of Escambia County BCC regarding the account; and

   C. Authorize the submittal of the additional supporting documentation as requested by the Medicaid Provider Renewal Enrollment.

5. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, December 5, 2019 - Clara Long, Interim Neighborhood & Human Services Department Director

   That the Board accept for filing with the Board's Minutes, the December 5, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

6. Recommendation Concerning Correcting the Street Name from Kingston Court to “Waterbury Court” Due to a Scrivener's Error - Horace Jones, Development Services Department Director

   That the Board amend its action of May 19, 2016, to correct the street name from Kingston Court to “Waterbury Court” due to a scrivener's error. This is for a county road in Kingston Place, recorded in Plat Book 19, Page 41. The street name should have been Waterbury Court instead of Kingston Court. Kingston Court was approved by the Board. This street is in Commission District 5.

7. Recommendation Concerning Correcting the Street Name Buckleberry Drive to “Bucklebury Drive” Due to a Scrivener's Error - Horace Jones, Development Services Department Director

   That the Board amend its action of August 21, 2014, to correct the street name from Buckleberry Drive to “Bucklebury Drive” due to a scrivener's error. This is for a County road in Berkshire Estates Addition, recorded in Plat Book 19, Page 28. The street name should have been Bucklebury Drive instead of Buckleberry Drive. Buckleberry Drive was approved by the Board. This street is in Commission District 2.

8. Recommendation Concerning the Scheduling of a Public Hearing for the Graystone Estates Phase Two Street Lighting Municipal Service Benefit Unit - Stephan Hall, Budget Manager, Management & Budget Services

   That the Board authorize the scheduling of a Public Hearing on January 23, 2020, at 9:01 a.m., to consider adoption of an Ordinance creating the Graystone Estates Phase Two Street Lighting Municipal Services Benefit Unit (MSBU).

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Amendment #01 to the Affiliation Agreement Between the University of West Florida and Escambia County, Florida - William R. Powell, Director of Corrections

That the Board take the following action concerning Amendment #01 to the Affiliation Agreement between the University of West Florida and Escambia County, Florida:

A. Approve Amendment #01 to the Affiliation Agreement: to designate an additional person, the Department of Social Work, to coordinate and act as preceptor or liaison for the University; and

B. Authorize the Chairman to sign Amendment #01.

[Funding: The partnership established by this Agreement will not result in additional costs to the County or the University of West Florida]

2. Recommendation Concerning Amendment #018 to Agreement #A0150 Between Escambia County and Big Bend Community Based Care, Inc. - William R. Powell, Director of Corrections

That the Board take the following action concerning Amendment #018 to Agreement #A0150 with Big Bend Community Based Care, Inc.:

A. Approve Amendment #018 to Contract #A0150. This Amendment updates and replaces Attachment I -Terms and Conditions, Exhibit A - State and Federal Laws Rules and Regulations, Exhibit B - Method of Payment, Exhibit C - Required Reports, Exhibit D - Performance Measures, Exhibit F- ME Financial Reporting and incorporates Exhibit G - Funding Detail; and

B. Authorize the Chairman to sign Amendment #018 to Contract #A0150.

[Funding: This Contract is a fixed rate Contract for a total of $43,971 for Fiscal Year 2019-2020]

3. Recommendation Concerning the Affiliation Agreement Between the University of Central Florida and Escambia County, Florida - William R. Powell, Director of Corrections

That the Board take the following action concerning the Affiliation Agreement between the University of Central Florida and Escambia County, Florida:

A. Approve the Affiliation Agreement between the University of Central Florida and Escambia County, Florida, that provides for a comprehensive learning experience for participating students from the University of Central Florida's School of Social Work within the professional setting of the Escambia County Corrections Department; and

B. Authorized the County Administrator to execute the Agreement.

[Funding: The partnership established by this Agreement will not result in additional costs to the County or the University of Central Florida]

4. Recommendation Concerning the Acceptance of CRA Donation from Gulf Coast Crime Stoppers, Inc. - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board accept the CRA donation received in the amount of $12,500 from Gulf Coast Crime Stoppers, Inc., to support 25 LED roadway streetlights for the Oakfield CRA Phase 2 Streetlight Project. This project will provide and enhance safety measures in the Oakfield community.

[Funds will be deposited in Fund 151, CRA Donations, Cost Center 370112]

5. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the following January 7, 2020, action of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Loice B. Jackson, owner of residential property located at 202 Edgewater Drive, Warrington Redevelopment District, each in the amount of $4,766, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

2. The Agreements between Escambia County CRA and Gilbert J. and Julie K. Sharp, owners of residential property located at 10 Rosea Drive, Barrancas Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement windows;

3. The Agreements between Escambia County CRA and Kenneth and Susanne Staruk, owners of residential property located at 16 Northwest Gilliland Road, Warrington Redevelopment District, each in the amount of $2,475, 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 Wanda Woods and Freddie L. Woods, owners of residential property located at 6214 Vicksburg Drive, Oakfield Redevelopment District, each in the amount of $3,486, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

5. The Agreements between Escambia County CRA and David A. York, owner of residential property located at 316 Bryant Road, Warrington Redevelopment District, each in the amount of $2,675, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof; and

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

6. Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the following January 7, 2020, action of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellations of three Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	Address	Amount
Patricia A. Finley	304 Southeast Kalash Road	$6,000
Sean B. Louden	403 Northwest Syrcle Drive	$4,795
Amron Properties, LLC	805 Arlington Street	$2,695

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

7. Recommendation Concerning the Authorization for Cumulative Expenditures Over $25,000 in Fiscal Year 2019-2020 for the Department of Natural Resources, for Demolition or Lot Clearing Services - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board authorize cumulative total expenditures over $25,000, in Fiscal Year 2019-2020 to contractors performing demolition or lot clearing services for the Department of Natural Resources, Environmental Enforcement Division, for individual projects of less than $50,000, based on competitive quotes. The request is being made in advance of the cumulative total of expenditures exceeding $25,000 this Fiscal Year for the following vendors:

	Vendor Name	**Vendor No.**	**Approval Amount**
1.	Andala Enterprises, Inc.	422299	$80,000
2.	Bellview Site Contractors, Inc.	022702	$50,000
3.	BR Bonner's Hauling, Inc.	020229	$150,000
4.	Castellani Hauling, Inc.	031326	$60,000
5.	Common Area Solutions, Inc.	034266	$50,000
6.	Demolition Pros, LLC	013673	$150,000
7.	Emerald Coast Demolition, LLC	426548	$50,000
8.	HHH Construction of NWF, Inc.	080060	$40,000
9.	Larry Gates Construction	423827	$150,000
10.	Meadows Maintenance, LLC	423915	$150,000
11.	Site and Utility, LLC	420683	$40,000
12.	Southern Girl Botanicals, LLC	194119	$90,000
13.	Carl J Sulaiman, dba Sula Energy Enterprises	426653	$40,000
14.	Webster Construction, Inc.	420065	$40,000
15.	Welt Demolition, LLC	426655	$40,000

[Funding Source: Fund 103, Environmental Code Enforcement Fund, Cost Center 220110, Object Code 53401]

8. Recommendation Concerning the Purchase of REVU Standard Electronic Plan Review Software from Bluebeam, Inc., for Building Services - Tim Tolbert, Department Director, Building Services Department

That the Board approve and authorize the purchase of three, one-year subscriptions of REVU Standard electronic plan review software from Bluebeam, Inc., for three computers in the Building Services Department to be utilized by the Building Codes Inspectors and Plans Examiners to allow for the submittal and acceptance of construction drawings in electronic format, with a per subscription cost of $349, and the total price for three subscriptions being $1,047.

[Funding: Fund 406, Building Inspections, Cost Center 250115, Plans Review, Object Code 55201, Operating Supplies]

9. Recommendation Concerning Street Name Approval of “Molino Hills Road" and "Brickton Hills Road” - Horace Jones, Development Services Department Director

That the Board approve the street name “Molino Hills Road” for a private road running east off of the 8800 block of North Highway 29, across from Morgan Cemetery Road and approve the street name “Brickton Hills Road” for a private road running north off of the 900 block of Brickton Road, one-half mile east of Warhop Lane. One hundred percent of the property owners signed the petition. These streets are in Commission District 5.

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

10. Recommendation Concerning Street Name Approval of “North Crary Road” and “South Crary Road” - Horace Jones, Development Services Department Director

That the Board take the following action concerning Crary Road:

A. Approve changing the street name of Crary Road, from Byrneville Road to the north end at Tedder Road, to “North Crary Road”; and

B. Approve changing the street name of Crary Road, from Byrneville Road to the south end at North Century Boulevard, to “South Crary Road.”

Sixty nine percent (69%) of the property owners have signed the petition. This street is in Commission District 5.

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

11. Recommendation Concerning the Settlement Agreement and General Release of all Claims for the M.C. Blanchard Water Damage Claim - Robert Dye, Manager, Risk Management Office

That the Board approve, and authorize the Chairman to sign, the Settlement Agreement and General Release of all Claims, in the amount of $842,774.77, less prior advance payments of $516,000.00, for a total remaining final settlement amount of $326,774.77, for the M.C. Blanchard water damage claim that occurred on November 29, 2016.

12. Recommendation Concerning Group Medical Insurance - Jana Still, Human Resources Department Director

That the Board take the following action concerning Group Medical Insurance:

A. Approve an Agreement with Great Midwest Insurance Company as our Stop Loss Carrier, from January 1, 2020, to December 31, 2020; and

B. Authorize the County Administrator to sign the Excess Loss Insurance Application and Schedule of Benefits and the Proposed Coverage Form of Great Midwest Insurance Company.

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

13. Recommendation Concerning the Issuance of a Purchase Order to Little Tire Hauling, Inc., for Waste Tire Removal and Recycling/Disposal Services for the Escambia County Waste Services Waste Tire Collection Center - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning a Purchase Order to Little Tire Hauling, Inc., for Waste Tire Removal and Disposal Services for the Escambia County Waste Services Waste Tire Collection Center:

A. Authorize the issuance of a Purchase Order to Little Tire Hauling, Inc., not to exceed the amount of $90,000, for Waste Tire Removal and Recycling/Disposal Services for the Escambia County Waste Services Waste Tire Collection Center; and

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

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

14. Recommendation Concerning the Month-to-Month Services of V. Keith Wells, P.A. - Jana Still, Human Resources Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve the month-to-month payment schedule with V. Keith Wells, P.A., and its board attorney, V. Keith Wells, based on the following terms:

A. Authorize the Board to pay Keith Wells $4,000 per month, with the first payment due in January, 2020 and the last payment ending on September 30, 2020; and

B. Authorize the necessary change order in the amount of $36,000. Fiscal Year 2019/2020 Merit System Protection Board (MSPB) Services provided to date total $12,000 for the months of October, November, and December.

At the October 17, 2019, Board of County Commissioners meeting, a motion was made to approve the Purchase Order for 3 months through December 31, 2019, and with the understanding that the Board would begin a month-to-month contract in January through the end of September 2020.

15. Recommendation Concerning Default on the Purchase of County-Owned Real Property Located at 39 North Cypress Street - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning Default on the Purchase of County-Owned Real Property Located at 39 North Cypress Street; Account # 12-3553-140, Reference # 02-4N-33-4400-005-300. This property is located in District 5:

A. Declare Thien Vo the successful bidder of the parcel referenced above, to be in default of the terms of the Contract between him and the County for the purchase of the County-owned parcel located at 39 North Cypress Street, for failure to close in the timeframe prescribed by the terms of the Contract;

B. Retain the deposit made by Thien Vo, in the amount of $570, for the parcel located at 39 North Cypress Street; and

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

Thien Vo was the successful bidder in the surplus real property auction ending September 16, 2019, wherein he bid $5,700 for the parcel located at 39 North Cypress Street. On September 18, 2019, Mr. Vo completed the 10% Deposit and Purchase Form and submitted his bid deposit to the County in the amount of $570 for the aforementioned parcel. The County Attorney's Office mailed a set of closing documents to Mr. Vo on September 20, 2019. County staff attempted to contact Mr. Vo regarding return of the closing documents; however, Mr. Vo stopped responding to phone calls and emails.

On November 18, 2019, a certified letter from the County Administrator was mailed to Mr. Vo, advising that he had failed to complete the closing and that the Administrator would recommend the Board find him to be in default of the terms of the sale, retain his bid deposit, and authorize the property to be re-advertised for sale at another auction.

On December 5, 2019, staff received an email from Mr. Vo, apologizing for not going through with the closing.

16. Recommendation Concerning Supplemental Budget Amendment #021 - Derelict Vessel Removal Grant - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #021, Other Grants and Projects Fund (110), in the amount of $3,300, to recognize Grant proceeds from the Florida Fish and Wildlife Conservation Commission (FWC) for FWC #19105 - Derelict Vessel Grant to remove and dispose of an eligible derelict vessel. Total project cost is $4,400 and requires a 25% match of $1,100 which will be provided from Vessel Registration Fees (Available balance in Vessel Registration $129.7k). Natural Resources Management will also provide project management for in-kind match.

17. Recommendation Concerning Supplemental Budget Amendment #032 - Hazardous Materials Team Grant Appropriation - John Dosh, Interim Public Safety Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #032, Other Grants and Projects Fund (110), in the amount of $136,513, to recognize proceeds from the State of Florida Division of Emergency Management Federally Funded Subaward and Grant Agreement Contract #20-DS-01-01-27-01-012 (through Federal Award #EMW-2018-SS-00064-S01), and to appropriate these funds for sustainment of Escambia County's Hazardous Materials Response Team equipment.

18. Recommendation Concerning the Issuance of Fiscal Year 2019/2020 Purchase Orders, in Excess of $25,000, for the Engineering Department - Joy Jones, P.E., Engineering Department Director

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
JMA Engineering Services, Inc. Project: Klondike Road at Cedarbrook Pond Fund: 353 Local Option Sales Tax (LOST) IV, Cost Center: 210106, Object Code 56301, Project #19EN0441	$30,000	Contract PD 02-03.79 Professional Services

This project is located in Commission District 1.

19. Recommendation Concerning the First of Two Possible Renewals for EMS Collection Services - John Dosh, Interim Public Safety Department Director, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the first of two possible one-year renewals between Escambia County and Affiliated Creditors, Inc., per the terms and conditions of PD 17-18.028, EMS Collection Services, in the amount of $50,000 annually, retroactive to May 3, 2019.

[Funding: Fund 408, Emergency Medical Services, Cost Center 330603, Object Code 53401]

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

- Email from Vendor approving the renewal.
- Original Recommendation to the Board and Award
- Original Agreement

20. Recommendation Concerning the Contract Award for Construction, Engineering, Inspection Services for Bob Sikes Bridge Rehabilitation Project - Paul Nobles, Purchasing Manager, Office of Purchasing

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 19-20.003, Construction, Engineering, Inspection (CEI) Services for Bob Sikes Bridge Rehabilitation Project, for a lump sum amount of $402,145.

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

Agreement with Exhibits

[Funding: Fund 108, Tourist Development Fund, Cost Center 360101, Object Code 56301]

21. Recommendation Concerning Board Award for First of Two Possible Renewal Periods for PD 17-18.077 Re-Solicit Special Magistrate - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding PD 17-18.077, Re-Solicit Special Magistrate:

A. Approve the first one-year renewal, per the Agreement for PD 17-18.077, Re-Solicit Special Magistrate, for each of the following firms:

1. John B. Trawick, P.L.L.C;
2. Farrar Law Firm, P.A.; and
3. Robert O. Beasley, P.A.;

B. Approve the first one-year renewal based on the fees from the original Agreement:

1. Special Magistrate, in the amount of $155 per hour; and
2. Paralegal in the amount of $75 per hour; and

C. Authorize the Department(s), in conjunction with the Office of Purchasing, to issue Purchase Orders as required.

[Funding: Fund 103, Code Enforcement Fund; Cost Center 220110, Environmental Code Enforcement; Object Code 53101, Professional Services]

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

1. Original Solicitation
2. Original Agreements
3. Board Action

22. Recommendation Concerning an Amendment of Agreement for Video Visitation Services - William R. Powell, Director of Corrections through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign an Amendment of Agreement between Escambia County and Global Tel*Link (GTL), concerning PD 17-18.022, Video Visitation Services, amending the Agreement approved by the Board on May 3, 2018, as follows:

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

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

2. The Agreement is amended to reflect that the Contractor will provide software support and maintenance for video visitation services provided pursuant to this Agreement at no cost for the remainder of the term. Accordingly, Section 4 of the Agreement relating to Compensation/Method of Payment is hereby deleted in its entirety, and Paragraph C of Exhibit B is amended to reflect that software support and maintenance will be provided at no cost.

3. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. The effective date of this Amendment shall be on the date last executed by the parties.

5. Section 11, Notices of the Agreement is revised as follows for Contractor notices:

To: Global Tel*Link Corporation
Attn: Legal Department
3120 Fairview Park Drive
Suite 300
Falls Church, VA 22042

6. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

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

- Original Agreement with Exhibits

Reduction in budget expense for the following:
[Fund 111, Detention/Jail Commissary; Cost Center 290406, Detention/Jail Commissary; Object Code 54601, Repair and Maintenance Services]

23. Recommendation Concerning the Contract Award for Copiers for Escambia County Corrections Department - William R. Powell, Director of Corrections through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the County Administrator to sign the Lease Agreement with Copy Products Company d/b/a CPC Office Technologies, per PD 18-19.101, Copiers for Escambia County Corrections Department for copiers, supplies and maintenance for a period of 60 months, at a monthly amount of $1,870.72 for the lease of the units, and estimated $1,686.50 monthly for the cost of supplies and maintenance, for a total estimated monthly cost of $3,557.22, and 60-month estimated cost of $213,433.20.

Specification PD 18-19.101, Copiers for Escambia County Corrections Department was posted on Vendor Registry beginning on August 23, 2019, and was issued to 50 Registrants representing 29 Firms. The solicitation was viewed by 31 firms and downloaded by 23. Bid responses were received from six firms, two of which were deemed non-responsive - one for not providing an original signature on their submission and one for not providing the required Bid Bond with their response. Of the four responsive firms, Copy Products Company d/b/a CPC Office Technologies was determined to be the lowest responsive bidder.

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

- Bid from Copy Products Company d/b/a CPC Office Technologies
- Bid Tab Under Review
- Bid Tab Recommendation to Award
- Recommendation to Award Determination Checklist
- Bid Distribution List
- Bid Analytics
- Agreement

[Funding: Fund 001, General Fund; Cost Center 290401, Detention; Object Code 54401, Rentals & Leases - $1,870.72
Fund 001, General Fund; Cost Center 290401, Detention; Object Code 55201, Operating Supplies - $1,686.50 estimated
Estimated monthly total - $3,557.22
Estimated 60-month total: $213,433.20]

24. Recommendation Concerning the Contract Award for A&E Services for the M.C. Blanchard Judicial Building Entrance Modifications - Robert Dye, Interim Facilities Management Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board ratify the revised Agreement, to correct a scriveners error in Paragraph 1.2, from Sigma Consulting Group, Inc., to TOWNES + architects, P.A., and approve and authorize the County Administrator to sign the Agreement between Escambia County and Townes + architects, P.A., per the terms and conditions of PD 18-19.050, A&E Services for M.C. Blanchard Judicial Building Main Entrance Modifications, in the amount of $48,875.

[Funding: Fund 353, LOST IV, Cost Center 410147, Object Code 56201, Project No. 19JS0759]

25. Recommendation Concerning the Contract Award for the Annual Preventative Generator Maintenance Service Contract - Robert Dye, Interim Facilities Management Director through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Coastal Generators, Inc., per the terms and conditions of PD 18-19.087, Annual Generator Preventative Maintenance Service Contract, in the amount of $43,350, for Fiscal Year 2019-2020.

An Invitation to Bid for PD 18-19.087, Annual Generator Preventative Maintenance Service Contract, was publicly noticed to 224 registrants, representing 68 firms via Vendor Registry on July 17, 2019. The solicitation was viewed by 32 firms and downloaded by 24 firms.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:
Agreement with Exhibits
Costal Generator, Inc. Bid Response
Recommendation to Award Determination Checklist
Public Notice of Recommended Award

[Funding: Fund 001, General Fund; Cost Center 310203; Object Code 54601]

26. Recommendation Concerning Contract Award for Century and Molino Library Modifications - Robert Dye, Interim Facilities Management Director through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and A. E. New, Jr., Inc., per the terms and conditions of PD 18-19.105, Century and Molino Library Modifications in the amount of $190.000.

An Invitation to Bid for PD 18-19.105, Century and Molino Library Modifications, was publicly noticed to 301 registrants, representing 107 firms via Vendor Registry on September 16, 2019. The solicitation was viewed by 50 firms and downloaded by 34 firms.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:
Bid Tab Notice of Award
Bid from A. E. New, Jr., Inc.
Recommendation to Award Checklist

[Funding: Fund 113, Library Fund; Cost Center 11051; Object Code 56201]

27. Recommendation Concerning the Contract Award for PD 18-19.082, M.C. Blanchard Judicial Building Carpet Replacement - Robert Dye, Interim Facilities Management Director through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Carpet Creations of Florida, Inc., per the terms and conditions of PD 18-19.082, M.C. Blanchard Judicial Building Carpet Replacement, in the amount of $ 473,330.

An Invitation to Bid for PD 18-19.082, M.C. Blanchard Judicial Building Carpet Replacement, was publicly noticed to 154 registrants, representing 48 firms via Vendor Registry on August 20, 2019. The solicitation was viewed by 48 firms and downloaded by 25 firms.

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

- Bid Tab Recommended Award
- Bid from Carpet Creations, Inc
- Determination of Award Checklist
- Email from Carpet Creations of Florida, Inc., accepting the low bid

[Funding: Fund 353, LOST IV; Cost Center 410147; Object Code 56201; Project # 19J50839]

28. Recommendation Concerning the Contract Award for Elevator Fire Services Upgrades for the M.C. Blanchard Judicial Building - Robert Dye, Interim Facilities Management Director through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Otis Elevator Company, per the terms and conditions of PD 18-19.077, Escambia County Elevator Fire Services Upgrades for M.C. Blanchard Judicial Building, in the amount of $132,800.

[Funding: Fund 001, General Fund, Cost Center 310204, Object Code 56201]

An Invitation to Bid for PD 18-19.077, Elevator Fire Services Upgrades for M.C. Blanchard Judicial Building, was publicly noticed to 176 registrants, representing 59 firms via Vendor Registry on August 18, 2019. The solicitation was viewed by 33 firms and downloaded by 22 firms.

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

- Bid Tab Under Review
- Bid from Otis Elevator Company
- Recommendation to Award Checklist

29. Recommendation Concerning a Discretionary Funding Request to Repaint the Pete Moore Chevrolet Pelican as the "Moore Safe Shores" Pelican - Commissioner Robert Bender, District 4

That the Board approve Commissioner Bender's request to use $1,300 from his discretionary money for Lydia Davis, a local artist, to repaint the Pelican owned by Pete Moore Chevrolet with the "Moore Safe Shores" and "Lifeguard" logos. The "Moore Safe Shores" Pelican will stand watch over Pensacola Beach near the Public Safety Building.

[Funding: Fund 001, General Fund, Commissioner's Discretionary Money, Cost Center 110101, Object Code 58201]

30. Recommendation Concerning the Lease Agreement between Escambia County and CAN Community Health, Inc., for a Portion of County-Owned Property at 8390 North Palafox Highway, Pensacola, Florida - Robert E. Dye, Interim Facilities Management Director

That the Board take the following action:

A. Adopt and authorize the Chairman to sign a Resolution authorizing the lease of a portion of real property to CAN Community Health, Inc.; and

B. Approve and authorize the Chairman to sign a Lease Agreement between Escambia County and CAN Community Health, Inc. (CAN), for a portion of the property located at 8390 North Palafox Highway, Pensacola, Florida, 32534.

Rent is to be paid to the County in the amount of $22,999.40 per year, payable in equal monthly installments. On each anniversary of the Effective Date, the annual rent will increase at the rate of three percent.

31. Recommendation Concerning the Conveyance of Equipment from Escambia County to CAN Community Health, Inc. - Robert E. Dye, Interim Facilities Management Director

That the Board adopt and authorize the Chairman to sign a Resolution for the conveyance of Dental Equipment as shown on Exhibit A from Escambia County to CAN Community Health, Inc.

III. For Discussion

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

   That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2019/2020:

   A. Independence for the Blind of West Florida, Inc., in the amount of $5,000;

   B. The Salvation Army, in the amount of $1,000;

   C. Sacred Heart Foundation, in the amount of $20,000;

   D. WSRE-TV Foundation, Inc., in the amount of $5,000;

   E. General Daniel Chappie James Flight Academy, Inc., in the amount of $10,000; and

   F. Children's Home Society of Florida, in the amount of $5,000.

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

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

2. Recommendation Concerning Re-allocation of Funding for the Staff of the Office of Compliance and Ethics - Janice P. Gilley, County Administrator

   That the Board approve a re-allocation of the $150,000 in funding for the staff of the Office of Compliance and Ethics (OCE). The manager has asked to continue as a Blue Arbor employee and the compensation will be reduced in order to provide funds to hire two Program Coordinators, each at a maximum of $47,500.

3. Recommendation Concerning 90 & 9 Ranch Road Property - Janice Gilley, County Administrator

That the Board provide conceptual approval for the following terms of a settlement of the dispute with Crown Castle GT Company, LLC, (Crown Castle) regarding its communications tower on County property at 391 90 & 9 Ranch Road, and authorize the County Administrator to negotiate Agreements and submit them to the Board for approval:

1. Removal of Crown Castle's communications tower from the County property at 391 90 & 9 Ranch Road and payment of the full amount of the extension fee;

2. Sale of the County emergency communications tower (and assignment of any tower leases/licenses) and access easement on the adjacent parcel with a minimum net purchase price of $1.2 million dollars and the County retaining the right to maintain its current emergency communications equipment on the tower (together with opportunity for reasonable upgrades) at no cost to the County; and

3. The County would be allowed to locate and maintain emergency communications equipment on a tower controlled by Crown Castle at 720 South Century Boulevard in McDavid at no cost to the County; and

4.Continue to delay the filing of the lawsuit authorized by the Board on July 18, 2019.

4. Recommendation Concerning the Director of Facilities Management - Janice P. Gilley, County Administrator

That the Board confirm the hiring of Cassie Boatwright as Director of Facilities Management with an annual salary of $108,586.20, a $400 monthly vehicle allowance and up to $3,000.00 for relocation expenses. This position is currently budgeted in the Fiscal Year 2019-2020.

5. Unlawful Harassment Policy - Commissioner Jeff Bergosh, District 1

That the Board discuss the Unlawful Harassment Policy.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Retention of Outside Counsel.

That the Board take the following actions:

A. Ratify the County Attorney's execution of the retention letter dated December 19, 2019, that retained Nabors Giblin & Nickerson P.A. to represent Escambia County and Commissioner Underhill in his official capacity only with regards to two pending civil cases; and

B. Ratify the withdrawal of the County Attorney's Office and the Substitution of Nabors Giblin & Nickerson in federal case 3:19-cv-044240MCR/EMT; and

C. Authorize Nabors Giblin & Nickerson to represent Escambia County in state case 2019 CA 002004.

2. Recommendation Concerning Amendment to the Terms Creating the Office of Compliance and Ethics.

That the Board accept amendments to the terms creating the Office of Compliance and Ethics, as previously seen by the Board at its November 18, 2019, Board meeting.

11. Items added to the agenda.

12. Announcements.

13. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17192 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 01/07/2020
Issue: Adoption of Proclamations
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating Stephen Dillard, a Maintenance Technician in the Facilities Management Department, on his selection as the "Employee of the Month" for January 2020;

B. The Proclamation commending and congratulating Amberly Youngblood, a Paramedic in the Emergency Medical Services Division of the Public Safety Department, on her selection as the "Employee of the Year" for 2019;

C. The Proclamation proclaiming the third Friday of January 2020 as Arbor Day; and

D. The Proclamation recognizing January 26 - February 1, 2020, as Escambia County School Choice Week.

BACKGROUND:

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

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

Proclamations.

Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff.

Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Stephen Dillard Employee of the Month January 2020
Amberly Youngblood Employee of the Year 2019
Arbor Day 2020
School Choice Week 2020

P R O C L A M A T I O N

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

***WHEREAS**, Stephen Dillard, a Maintenance Technician, in the Facilities Management Department, is selected for "Employee of the Month" for January 2020, for the standards of excellence that he has displayed in the performance of his duties; and*

***WHEREAS**, Mr. Dillard began his employment with the County on May 26, 2015, and provides excellent service to the citizens of Escambia County through all of his assigned duties; and*

***WHEREAS**, Mr. Dillard is the Facilities Management Maintenance Technician assigned to the Governmental Complex consisting of the Ernie Lee Magaha, Ordons Orvin, Matt Bell, Old Courthouse, and Supervisor of Elections buildings. He also maintains all the grounds and the connecting garage; and*

***WHEREAS**, Mr. Dillard works as an individual in all aspects of the maintenance of a large group of buildings, as well as the oversight of any required contractual work. He works independently and with his supervisor to schedule additional required tasks, such as painting, door lock repair, elevator maintenance, annual Backflow Prevention Device Certification, fire extinguisher checks, fire alarm tests, fire drills and any other tasks that arise; and*

***WHEREAS**, Mr. Dillard is the Team Leader for Group #6 of the Facilities Management's Damage Assessment Teams. These teams are called upon when a catastrophic event strikes Escambia County; and*

***WHEREAS**, in carrying out his duties, Mr. Dillard interacts daily with personnel from several BCC Departments and the general public. He is a highly dedicated professional, who works diligently to provide outstanding customer service. When he sees something needing to be done, he acts quickly to resolve the situation and/or bring it to his supervisors' attention; and*

***WHEREAS**, Mr. Dillard was nominated by his fellow employees as the Facilities Management Employee of the Month for November 2019 for "Positive Attitude". His co-workers respect his experience with a broad spectrum of knowledge of the workings of building equipment and associated hardware. Mr. Dillard never quits or settles for mediocrity in customer service. This and many more attributes make him an invaluable asset to the department, and the citizens of Escambia County.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Stephen Dillard on his selection as the "Employee of the Month" for January 2020.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: January 7, 2020

P R O C L A M A T I O N

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

***WHEREAS**, Amberly Youngblood, a Paramedic in the Emergency Medical Services Division of the Public Safety Department, began her employment with the County on October 17, 2017, and was selected for "Employee of the Month" for January 2019; and*

***WHEREAS**, Ms. Youngblood was selected to represent the Board of County Commissioners as the "Employee of the Year" for 2019 for the standards of excellence that she displays in the performance of her duties; and*

***WHEREAS**, Ms. Youngblood provides emergency medical care to the citizens of Escambia County. This includes both advanced and basic life support by following protocols and physician orders, preparation of patient care documentation by obtaining demographic data and information regarding medical conditions and/or illnesses and initiating advanced airway management and/or cardiac monitoring when necessary. She also functions as an EMT/ paramedic student preceptor. Students from various EMT and Paramedic programs throughout the area are sent to the Public Safety Department to complete clinical requirements. Amberly is eager to guide them through patient care treatment modalities. She creates a positive and open learning environment and helps shape these students into competent medical professionals; and*

***WHEREAS**, on December 1, 2018, Amberly (along with her partner) responded to an un-responsive 81-year-old female. Amberly handled the extremely stressful call with grace and ultimately had to do several invasive procedures on her patient. After the call, Amberly returned multiple times to check on her patient, who was critically ill. After several days, the patient made significant improvements and was moved to a local nursing home. Once at the nursing home, the patient recalled Amberly and nicknamed her "my angel". Amberly was invited to her patients' birthday party at the nursing home to celebrate helping the patient reach this wonderful milestone. The family was so grateful for the care their mother received that they publicly praised Amberly on social media for saving "a mom, a grandma, a wife, a sister and so much more" and stated that they would forever be grateful for Amberly being there on that awful day. The family went on to say that Amberly has changed their lives forever; and*

***WHEREAS**, during Amberly's time with ECEMS, she has consistently provided superior care to her patients as well as family members. She serves as a patient advocate to ensure that the medical needs are met as well as any other needs within her power. Amberly motivates her coworkers to strive to be better clinicians and fosters a positive work environment each day. She always seeks opportunities that challenge her to be a better caregiver and she takes extra time to help educate both coworkers and students. Amberly never has a cross word to say even during the most stressful times and events. Ms. Youngblood sets the example for what each employee should strive to become.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Amberly Youngblood on her selection as the "Employee of the Year" for 2019.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: January 7, 2020

P R O C L A M A T I O N

***WHEREAS**, the celebration of "Arbor Day" is an annual observance throughout the nation and world that represents an opportunity to take positive action to learn about trees and their role in our community through the promotion of proper tree planting and care; and*

***WHEREAS**, Arbor Day is an opportunity to celebrate life and its interconnectedness with our environment, for neighbors to join together for the benefit of all, for communities to reach across barriers of income, geography, culture and politics to work for the common good; and*

***WHEREAS**, certain existing trees are preserved and protected for today's residents and future generations; and*

***WHEREAS**, Escambia County recognizes that trees provide social, environmental, and economic benefits to our community by altering our environment through moderating climate, improving air quality, reducing stormwater runoff, and sheltering wildlife; and*

***WHEREAS**, trees provide fuel, beautify our community, render screening and privacy, and reduce noise pollution and glare; and*

***WHEREAS**, trees decrease energy cost, provide building materials, increase property values and enhance the economic vitality of business areas in which they are planted.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Escambia Board of County Commissioners, joins other cities and counties throughout the State of Florida in proclaiming the third Friday of January 2020 as*

*"**Arbor Day**"*

***BE IT FUTHER PROCLAIMED**, the Board encourages the citizenry of Escambia County to plant, care for, and protect trees in an effort to promote and enhance the well-being of this and future generations.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____

Deputy Clerk

Adopted: January 7, 2020

P R O C L A M A T I O N

***WHEREAS**, all children in Escambia County should have access to the highest- quality education possible; and*

***WHEREAS**, Escambia County recognizes the important role that an effective education plays in preparing all students to be successful adults; and*

***WHEREAS**, quality education is critically important to the economic vitality of Escambia County; and*

***WHEREAS**, Escambia County is home to a multitude of high-quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and*

***WHEREAS**, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and*

***WHEREAS**, Escambia County has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and*

***WHEREAS**, School Choice Week is celebrated across the country by millions of students, parents, educators, schools, and organizations to raise awareness of the need for effective educational options.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby recognizes January 26 - February 1, 2020, as Escambia County School Choice Week and calls this observance to the attention of all of our citizens.*

BOARD OF COUNTY COMMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: January 7, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17273 **Written Communication 7.**
BCC Regular Meeting
Meeting Date: 01/07/2020
Issue: Written Communication from Judy R. Petrie
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
November 26, 2019, communication from Judy R. Petrie.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments
Email from Judy R. Petrie
Documentation Regarding 3600 N. S Street

From: jsrpetrie@aol.com <jsrpetrie@aol.com>
Sent: Tuesday, November 26, 2019 2:48 PM
To: Legal <Legal@myescambia.com>
Cc: District1 <District1@co.escambia.fl.us>
Subject: Question on having fines waived

Dear Ms. Rogers,
I went before the Special Magistrate on November 19, 2019 and had my fines reduced to $ 3,537.50. I would like to know if the Board of County Commissioners could waive this amount if that is possible.
If it is possible I am requesting a matter to be placed under Written Communication at the next BCC Meeting.

Thank you for your assistance,
Judy R. Petrie
850-944-6831 (home)

Recorded in Public Records 11/21/2019 12:37 PM OR Book 8203 Page 303, Instrument #2019102366, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019102367 11/21/2019 12:41 PM
OFF REC BK: 8203 PG: 304 Doc Type: CCO
Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

PETRIE, JUDY RIDDLES
6733 BELLVIEW PINES RD
PENSACOLA, FL 32526

Case No: CE18073405Z
Location: 3600 N S ST
PR #: 092S300900090009

Cost Order

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances.

Escambia County has confirmed that the property has been brought into compliance per the Special Magistrate Order. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated 10/1/2018.

Itemized Cost	~~$3,537.50~~
Daily fines	~~$7,075.00~~ $25.00 Per Day From: 12/01/2018 To: 09/10/2019
Fines	$0.00
Court Cost	$235.00
County Abatement Fees	$0.00
Administrative Costs	$0.00
Payments	$0.00
Total:	~~**$7,310.00**~~ $3,772.50

DONE AND ORDERED at Escambia County, Florida on November 19 2019.

John B. Trawick
Special Magistrate
Office of Environmental Enforcement

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: Whitney Coffman D.C.
DATE: 11/21/2019

Date of Issuance	Escambia County	Case Number
07/18/2018	Office of Environmental Enforcement Escambia County Central Office Complex 3363 West Park Place, Pensacola, FL 32505 PHONE: (850) 595-1820 FAX: (850) 595-0149	CE18073405Z

NOTICE OF VIOLATION

At (Location): PR: 092S300900090009
3600 N S ST PENSACOLA, FL

Zipcode
32505

Respondent: PETRIE, JUDY RIDDLES
Address: 6733 BELLVIEW PINES RD
PENSACOLA, FL 32526

DOB: Race: Height: Weight: D.L.:

Comply within 10 days of receipt of this notice	**Warning** Failure to correct this violation and notify this Officer of Compliance will result in fines or a hearing. If the Hearing is scheduled you may be assessed $1,100 or more for costs of said hearing, plus possible fines; the County may abate the violations and place a Lien on the property.

Ordinance Description

Violation 1 LDC. Ch. 2. Art. 1. Sec. 2-1.3 General Compliance Review Provisions (a) Prior county approval required. No land use or development activity regulated by the LDC is allowed prior to obtaining all applicable county approvals according to the provisions of the LDC. Method of Abatement: Contact Planning and Zoning (595-3474) and comply with all requirements to obtain required approvals. Contact Building Inspections Department (595-3550) to obtain required permits.

Violation 2 LDC. Ch. 3. Art. 1. Sec. 3-1.4 Allowed uses. (a) Generally. The uses of land and structures are limited to those identified within the applicable zoning district as "permitted uses" or "conditional uses," and to their valid accessory uses, unless other uses are secured through applicable vesting and non-conformance provisions of the LDC. Uses not so identified or secured are prohibited, and the conducting of any prohibited use is a violation of the LDC punishable as provided by law and ordinance. The burden is on the landowner, not the county, to show that a use is allowed. Even when allowed, uses are subject to the general development standards of Chapter 5 and the use and location regulations established in Chapter 4. Method of Abatement: Contact Building Inspections (595-3550) and Planning and Zoning (595-3474) and comply with all requirements to obtain the required permits for the use of the land or structure in compliance with the code.

Violation 3 LDC. Ch. 3. Art. 2. Sec. 3-2.9 High Density Mixed-use district (HDMU). (a) Purpose. The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. HDMU does not allow for an animal rescue operation/ business. Method of abatement: Remove all animals from the property. Cease and desist all animal rescue operations/ business from this location and contact Planning and Zoning at (850) 595-3474.

Officer Comments

COMPLY AND MAINTAIN ABOVE ORDINANCES WITHIN THE TIME SPECIFIED TO AVOID FURTHER ENFORCEMENT ACTION. CONTACT OFFICER WITH QUESTIONS OR FURTHER INSTRUCTIONS.

Contact officer Jim Brown at 850-554-5748 upon compliance or with questions regarding this notice.

Contact the planning and zoning department (850-595-3475) for issuance of the required fence permit.

HIGH DENSITY MIXED USE (HDMU) ZONING DOES NOT ALLOW FOR ANIMAL RESCUE OPERATION/ BUSINESS. CEASE AND DESIST ALL ANIMAL RESCUE OPERATIONS/ BUSINESS AT THIS LOCATION. REMOVE ALL ANIMALS FROM THE PROPERTY ASSOCIATED WITH THIS OPERATION/ BUSINESS.

Jim Brown #682

Signature of Officer: Jim Brown #682
jebrown@myescambia.com
(850) 554-5748

USPS

Signature of Respondent

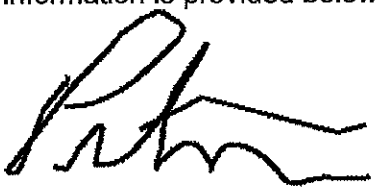
UNITED STATES POSTAL SERVICE.

Date Produced: 07/23/2018

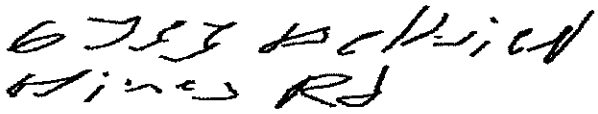
ENVIRONMENTAL ENFORCEMENT:

The following is the delivery information for Certified Mail™ item number 7199 9991 7038 4823 3356. Our records indicate that this item was delivered on 07/21/2018 at 12:38 p.m. in PENSACOLA, FL 32526. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 0915160 407083801807340518682

STATE OF FLORIDA
COUNTY OF ESCAMBIA
PETITION FOR HEARING BEFORE THE
OFFICE OF ENVIRONMENTAL ENFORCEMENT SPECIAL MAGISTRATE

Case No: CE18073405Z

Location: 3600 N S ST

PR #: 092S300900090009

The undersigned Environmental Enforcement Officer for Escambia County, State of Florida, requests a hearing before the Office of Environmental Enforcement Special Magistrate, Escambia County, Florida and alleges:

(1) The name and address of the alleged violator(s) is:

JUDY RIDDLES PETRIE
6733 BELLVIEW PINES RD
PENSACOLA, FL 32526

(2) The nature of the alleged violation and the county ordinance that is allegedly being violated are:

LDC. Ch. 2 Art. 1. Sec. 2-1.3 General Compliance Review Provisions

LDC. Ch. 3. Art. 1. Sec. 3-1.4 Allowed Uses

LDC. Ch. 3. Art. 2. Sec. 3-2.9 High Density Mixed - Use District (HDMU)

(3) The date and time when the undersigned observed the alleged violation(s) was on

Wednesday, July 18, 2018.

(4) Notice of the alleged violation(s) was sent to the alleged violator(s) by U.S. Certified and regular mail, or by Hand Delivery.

(5) The names and addresses of witnesses and parties to be subpoenaed by the Environmental Enforcement Officer for the hearing are as follows:

Party to be subpoenaed name: N/A

Party to be subpoenaed address: N/A

Witness name: N/A

Witness Address: N/A

WHEREFORE, the undersigned Environmental Enforcement Officer requests a hearing to be scheduled in the above cause.

Jim Brown #682

Environmental Enforcement Officer
Jim Brown #682

The foregoing instrument was acknowledged before me this ___ day of _____ _____, by Jim Brown #682 who is personally known to me, or has produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name if Notary Public

(Notary Seal)

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

CASE NO: CE#18073405Z
LOCATION: 3600 N. S St.
PR# 092S300900090009

Petrie, Judy Riddles
6733 Bellview Pines Rd.
Pensacola, FL 32526
RESPONDENT

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent or representative, thereof, Judy Petrie, who did not take oath or provide any evidence or testimony, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues:

☒ LDC Chapter 2 Article 1., Sec. 2-1.3 – (a) prior county approval required for land use activity.

☒ LDC Chapter 3, Article 1. Sec. 3-1.4 – Allowed uses. The use of land and structures are limited to those allowed in the applicable zoning district as a permitted use or a conditional use.

☒ LDC Chapter 3, Article 2., Sec 3-2-9. High Density Mixed Use District (HDMU) does not allow for an animal rescue or shelter operation and or business.

The County presented compelling evidence through testimony, photographs and other materials to prove that the residence location is being used as an animal shelter/rescue for cats and possibly pigs. This property is immediately adjacent to another parcel which was the subject of a prior enforcement order related to a pig rescue and breeding operation. The adjacent property was being accessed through the address at 3600 N. S. St. The evidence revealed that the Respondent does not reside at the subject address which is being utilized as a private shelter. The property is being visited frequently by vehicles marked with stickers reading "Animal Allies Florida Avalon Pigs" with a steady flow of workers accessing the structure through a key pad on the side door or in the back yard. The back yard has several enclosures with multiple cats in locked gated pens. Code Enforcement, Animal Control and the Escambia County Sheriff's Office have been denied access when attempting to inspect the inside or back yard of this property. The neighbors confirmed the frequent traffic visiting the property and the fact that the location was being used as a cat rescue operation.

The Respondent, Judy Petrie, appeared but refused to take the oath or give testimony. Ms. Petrie asked several questions to the County representatives pertaining to the number of cats a person is allowed to have and also related to the permitted uses under the current zoning of the property. A review of the applicable zoning (HDMU) was performed and it was confirmed that a pet shelter or rescue business was not a permitted or conditional use.

THEREFORE, The Special Magistrate being otherwise fully advised in

the premises; it is hereby **ORDERED** that **RESPONDENT** shall have until November 30, 2018, to correct the violation and to bring the violation into compliance.

Corrective action shall include:

- [X] Rezone property and conform to all performance standards or cease operations as an animal shelter; and

- [X] Obtain necessary building permits related to shelter operation and animal enclosures or cease operations as an animal shelter.

- [X] If the proper zoning and building permits are not obtained the animals and the enclosures need to be removed from the property and all commercial activities ceased.

If you fail to fully correct the violation within the time required, you will be assessed a fine of **$25.00** per day, commencing **December 1, 2018.** This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of **$ 235.00** are awarded in favor of Escambia County as the prevailing party against **RESPONDENT.**

This fine shall be forwarded to the Board of County Commissioners. Under

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

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the 15th day of October, 2018.

Robert Beasley
Special Magistrate
Office of Environmental Enforcement

NOTICE OF APPEAL

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

PETITIONER
ESCAMBIA COUNTY FLORIDA
VS.
Petrie, Judy Riddles
6733 Bellview Pines Rd.
Pensacola, FL 32526

CASE NO: CE#180743405Z
LOCATION: 3600 N.S St.
PR#092S3090009009

RESPONDENT

On the 1st day of October, 2018, Robert Beasley the Special Magistrate, Office of Environmental Enforcements rendered an order finding that a violation of the following Code of Ordinance(s) has occurred and continues:

- LLDC Chapter 2 Article 1., 2-1.3-(a)prior country approval required for land use activity.
- LDC Chapter 3, Article 1. Sec.3-1.4-Allowed uses. The use of land and structures are limited to those allowed in the applicable zoning district as a permitted use or conditional use.
- LDC Chapter 3 Article, 2., Sec 3-2-9. High Density Mixed Use District (HSMU) does not allow for an animal rescue or shelter operation and or business.

The following outline the inherent defects latent within the decision:

- There is no competent substantial evidence to support the order because Officer Brown was not at the hearing to authenticate the photos and testify and Officer Parker had no firsthand knowledge of the matter.
- The Escambia County Code of Ordinances does not place any limit on the number of cats an individual person can have on property that the person owns.
- The HDMU does not state that a property owner has to get prior approval to have cats on the property.
- Sec. 6-0.3 of the Land Development Code of the Escambia County define Animal Shelter as "A facility used to house or board stray, homeless, abandoned or unwanted animals and that it is operated by a public agency or a recognized nonprofit organization devoted to the welfare, protection, and humane treatment of animals.
- The county did not present any evidence that I am a public agency or a recognized nonprofit organization dedicated to animal welfare.
- Having cats on my property are not a "use" that has to be permitted by the Land Development.

Notice of appeal is being given to the Environmental Enforcement Division at 3363 W. Park Place, Pensacola, Florida 32505 and the Escambia County Circuit at the M.C. Blanchard Judicial Building, 190 Government Center, Pensacola, Florida 32501.

Judy Riddles Petrie 29 Oct 2018
Judy Riddles Petrie
Respondent

Escambia County, Florida
Natural Resources Management Department
Environmental Enforcement Division

Affidavit of Non-Compliance

BEFORE ME, the undersigned authority, personally appeared Jim Brown #682, who, being first duly sworn, deposes and states as follows:

My name is Jim Brown #682. I am over the age of 18 years and make this affidavit based on my personal knowledge. Additionally, I am competent to testify to the matters stated in this Affidavit.

I am an Environmental Enforcement Officer for Escambia County, Florida. On 12/6/2018, I inspected the property located at 3600 N S ST. Propery reference #092S300900090009 case number CE18073405Z and all corrective actions required by the Special Magistrate's Order of Oct 01, 2018 Book 7979 Page 1811 have not been completed as of this date .

*Violation(s) of the following remain:

LDC. Ch. 2 Art. 1. Sec. 2-1.3 General Compliance Review Provisions

LDC. Ch. 3. Art. 1. Sec. 3-1.4 Allowed Uses

LDC. Ch. 3. Art. 2. Sec. 3-2.9 High Density Mixed - Use District (HDMU)

Jim Brown #682

By:
Individually known
Jim Brown #682

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ___ day of _____ 20_____, by Jim Brown #682 who is personally known to me, or has produced current _____ as identification.

Signature of Notary Public

Printed Name if Notary Public

(Notary Seal)

Cost associated with Special Magistrate's Order:

Court cost	$235.00
Daily fines	Accruing
County Abatement Fees	$0.00
Total cost	Pending/Fines Accruing

Janice Gilly
by Clerk to the Magistrate

The foregoing instrument was acknowledged before me this ___ day of _____ 20_____, by Janice Gilly who is personally known to me, or has produced current _____ as identification.

Signature of Notary Public

Printed Name if Notary Public

(Notary Seal)

Janis Gailley

Things needed for appeal

Hearing File-need only things marked as evidence and admitted into evidence

Copy of the recording my hearing case # CE#18073405Z- 2 copies

1 copy of paper

2 copies of hearing

(850) 944-6831

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

JUDY RIDDLES PETRIE,
Plaintiff,

vs.

ESCAMBIA COUNTY FLORIDA,
Defendant.

_____/

CASE NO. 2018 CA 001694

DIVISION: E

ORDER REQUIRING FILING

THIS CAUSE came before the Court on Respondent's "Notice of Appeal" filed on or about October 29, 2018. The only document attached to the Notice of Appeal was the order entered by the Special Magistrate. Respondent is required to supplement the record with any documentation or exhibits considered at the hearing no later than 10 days from the date of this order. If any testimony was recorded and transcribed, the testimony must be provided as well.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida.

eSigned by CIRCUIT JUDGE JAN SHACKELFORD
on 12/12/2018 15:51:32 uRIZq1Rg

JAN SHACKELFORD
CIRCUIT JUDGE

Copies to:

Judy Riddles Petrie
6733 Bellview Pines Road
Pensacola, FL 32526

Environmental Enforcement Division
3363 W. Park Place
Pensacola, FL 32505

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

JUDY RIDDLES PETRIE,
Plaintiff,

vs.

ESCAMBIA COUNTY FLORIDA,
Defendant.

_____/

CASE NO. 2018 CA 001694

DIVISION: E

ORDER REQUIRING FILING

THIS CAUSE came before the Court on Respondent's "Notice of Appeal" filed on or about October 29, 2018. The only document attached to the Notice of Appeal was the order entered by the Special Magistrate. Respondent is required to supplement the record with any documentation or exhibits considered at the hearing no later than 10 days from the date of this order. If any testimony was recorded and transcribed, the testimony must be provided as well.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida.

eSigned by CIRCUIT JUDGE JAN SHACKELFORD
on 12/12/2018 15:51:32 uRlZq1Rg

JAN SHACKELFORD
CIRCUIT JUDGE

Copies to:

Judy Riddles Petrie
6733 Bellview Pines Road
Pensacola, FL 32526

Environmental Enforcement Division
3363 W. Park Place
Pensacola, FL 32505

JAN SHACKELFORD
CIRCUIT JUDGE
FIRST JUDICIAL CIRCUIT
M.C. BLANCHARD JUDICIAL BUILDING
190 GOVERNMENTAL CENTER
PENSACOLA, FLORIDA 32502-5795

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12/12/2018
US POSTAGE $000.47[9]
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ZIP 32502
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ECE
DEC 14 2018
BY: _____

Environmental Enforcement Division
3363 W. Park Place
Pensacola, FL 32505

32505$5250 C007

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

JUDY RIDDLES PETRIE,

Plaintiff,

v.

COUNTY CASE NO: CE#18073405Z

CIRCUIT CASE NO.: 2018-CA-001694

ESCAMBIA COUNTY FLORIDA,

Defendant.

_____/

Opinion filed February 18, 2019

Judy Riddles Petrie, *pro se* for Plaintiff

Escambia County Florida, Defendant

The decision of the Special Magistrate on October 1, 2018 is AFFIRMED.

eSigned by CIRCUIT JUDGE JAN SHACKELFORD
on 02/15/2019 17:37:09 vlvyZllv

JAN SHACKELFORD, CIRCUIT JUDGE

Copies furnished to:

Judy Riddles Petrie
6733 Bellview Pines Road
Pensacola, FL 32526

Robert Beasley, Special Magistrate
Office of Environmental Enforcement
3363 W. Park Place
Pensacola, FL 32505

JAN SHACKELFORD
CIRCUIT JUDGE
FIRST JUDICIAL CIRCUIT
M.C. BLANCHARD JUDICIAL BUILDING
190 GOVERNMENTAL CENTER
PENSACOLA, FLORIDA 32502-5795

Master
02/18/2019
FIRST-CLASS MAIL
US POSTAGE $000.50²
ZIP 32502
011D11651969

RECEIVED
FEB 21 2019
BY:_____

Robert Beasley, Special Magistrate
Office of Environmental Enforcement
3363 W. Park Place
Pensacola, FL 32505

32505$5250 0007

Final Order Affirming Special Magistrate - Judy Petrie (3600 North S Street) (CE18073405Z)

Kia M. Johnson

Mon 4/8/2019 10:09 AM

To:Jim Brown <JEBROWN@myescambia.com>;

Cc:Terrance D. Davis <TEDAVIS@myescambia.com>; Janice K. Gilly <JKGILLY@myescambia.com>; Shawn S. Hunter <sshunter@myescambia.com>;

1 attachments (35 KB)

Order-Petrie.pdf;

Just making sure you all are aware that the Circuit Court entered an order affirming the order of the Special Magistrate.

Thanks,

Kia M. Johnson
Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
Phone: (850) 595-4970
Fax: (850) 595-4979

NOTICE OF CONFIDENTIALITY: This email and any attachments are intended for use only by the addressee(s) named herein and may contain confidential information, legally privileged information and attorney-client work product. If you are not the intended recipient of this email, you are hereby notified that any dissemination, distribution or copying of this email, and any attachments thereto, is strictly prohibited. If you have received this email in error, please notify the sender by email, telephone or fax, and permanently delete the original and any of any email and printout thereof.

Filing # 85078453 E-Filed 02/18/2019 11:54:07 AM

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

JUDY RIDDLES PETRIE,

Plaintiff,

v.

COUNTY CASE NO: CE#18073405Z

CIRCUIT CASE NO.: 2018-CA-001694

ESCAMBIA COUNTY FLORIDA,

Defendant.

_____/

Opinion filed February 18, 2019

Judy Riddles Petrie, *pro se* for Plaintiff

Escambia County Florida, Defendant

The decision of the Special Magistrate on October 1, 2018 is AFFIRMED.

eSigned by CIRCUIT JUDGE JAN SHACKELFORD
on 02/15/2019 17:37:09 vlvyZIlv

JAN SHACKELFORD, CIRCUIT JUDGE

Copies furnished to:

Judy Riddles Petrie
6733 Bellview Pines Road
Pensacola, FL 32526

Robert Beasley, Special Magistrate
Office of Environmental Enforcement
3363 W. Park Place
Pensacola, FL 32505

Escambia County, Florida
Natural Resources Management Department
Environmental Enforcement Division

Affidavit of Compliance

BEFORE ME, the undersigned authority, personally appeared Jim Brown #682, who, being first duly sworn, deposes and states as follows:

My name is Jim Brown #682. I am over the age of 18 years and make this affidavit based on my personal knowledge. Additionaly, I am competent to testify to the matters stated in this Affidavit.

I am an Environmental Enforcement Officer for Escambia County, Florida. On 9/10/2019, I inspected the property located at 3600 N S ST. Property reference #092S300900090009 case number CE18073405Z and all corrective actions required by the Special Magistrate's Order of Oct 01, 2018 Book 7979 Page 1811 have been completed as of this date 9/10/2019.

Jim Brown #682

By:
Individually known
Jim Brown #682

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ___ day of _____ 20____, by Jim Brown #682 who is personally known to me, or has produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name if Notary Public

(Notary Seal)

Cost associated with Special Magistrate's Order:

Itemized Cost

Daily Fines	$7075.00
Court Cost	$235.00
County Abatement Fees	$0.00
Administrative Costs	$0.00
Total:	$7310.00

by Clerk to the Magistrate

The foregoing instrument was acknowledged before me this ___ day of _____ 20____, by Janice Gilly who is personally known to me, or has produced current _____ as identification.

Signature of Notary Public

Printed Name if Notary Public

(Notary Seal)

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Natural Resources Management

Environmental Enforcement Division
3363 W Park Place
Pensacola, FL 32505
850-595-1820 Phone
850-595-0149 Fax

PETRIE JUDY RIDDLES (CE#18-07-3405Z COC) 6733 BELLVIEW PINES RD PENSACOLA FL 32526
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.
CERTIFIED MAIL®

USPS CERTIFIED MAIL

9214 8901 9403 8390 6056 41

September 16, 2019

Petrie, Judy Riddles
6733 Bellview Pines Rd
Pensacola, FL 32526

RE: CE 18-07-3405Z, 3600 N. S. St

Dear Petrie, Judy Riddles:

Effective September 10, 2019, the referenced property was brought into compliance in accordance with Escambia County Code of Ordinances and the Special Magistrates Order of October 01, 2019 that is recorded in the official records Book7979 Page 1811.

Please be advised that the County will submit the enclosed affidavit and supporting purchasing documents if applicable, to the Special Magistrate and request that the Special Magistrate issue the proposed order unless you request a hearing to address the validity of the costs on or before 20 days from the date of this letter. **If you wish to request a hearing, please submit a written request to the Clerk for the Special Magistrate, Office of Environmental Enforcement, 3363 W Park Place. Pensacola, Florida 32505.**

Sincerely,

Sandra Slay

Sandra Slay, Division Manager
Office of Environmental Enforcement
Enclosures
SS/jg

Escambia County, Florida
Natural Resources Management Department
Environmental Enforcement Division

Affidavit of Compliance

BEFORE ME, the undersigned authority, personally appeared Jim Brown #682, who, being first duly sworn, deposes and states as follows:

My name is Jim Brown #682. I am over the age of 18 years and make this affidavit based on my personal knowledge. Additionaly, I am competent to testify to the matters stated in this Affidavit.

I am an Environmental Enforcement Officer for Escambia County, Florida. On 9/10/2019, I inspected the property located at 3600 N S ST. Property reference #092S300900090009 case number CE18073405Z and all corrective actions required by the Special Magistrate's Order of Oct 01, 2018 Book 7979 Page 1811 have been completed as of this date 9/10/2019.

Jim Brown #682

By:
Individually known
Jim Brown #682

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of September 2019, by Jim Brown #682 who is personally known to me, or has produced current _____ as identification.

Signature of Notary Public

Nicole Dixon May
Printed Name if Notary Public

(Notary Seal) Notary Public State of Florida
Nicole Dixon May
My Commission GG 262749
Expires 09/26/2022

Cost associated with Special Magistrate's Order:

Itemized Cost

Daily Fines	$7075.00	$25.00 Per Day From: 12/01/2018 To: 09/10/2019
Court Cost	$235.00	
County Abatement Fees	$0.00	
Administrative Costs	$0.00	
Total:	$7310.00	

Christina H Mauro

by Clerk to the Magistrate

The foregoing instrument was acknowledged before me this 17th day of September 20 19, by Janice Gilly who is personally known to me, or has produced current _____ as identification.

Signature of Notary Public

Nicole Dixon May

Printed Name if Notary Public

Notary Public State of Florida
Nicole Dixon May
My Commission GG 262749
Expires 09/26/2022

Notary Seal

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

ESCAMBIA COUNTY, FLORIDA

vs.

PETRIE, JUDY RIDDLES
6733 BELLVIEW PINES RD
PENSACOLA, FL 32526

Case No: CE18073405Z
Location: 3600 N S ST
PR #: 092S300900090009

Cost Order

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances.

Escambia County has confirmed that the property has been brought into compliance per the Special Magistrate Order. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated 10/1/2018.

Itemized Cost	$3,537.50	
Daily fines	~~$7,075.00~~	$25.00 Per Day From: 12/01/2018 To: 09/10/2019
Fines	$0.00	
Court Cost	$235.00	
County Abatement Fees	$0.00	
Administrative Costs	$0.00	
Payments	$0.00	
Total:	**~~$7,310.00~~** $3,772.50	

DONE AND ORDERED at Escambia County, Florida on November 19 2019.

John B. Trawick
Special Magistrate
Office of Environmental Enforcement

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17271 **Public Hearings 9.**
BCC Regular Meeting
Meeting Date: 01/07/2020
Issue: 5:31 p.m. Public Hearing to Adopt the Los Suenos Subdivision Street Lighting MSBU Ordinance
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating the Los Suenos Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance creating the Los Suenos Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

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

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

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

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

BACKGROUND:

The owners (DSLD Homes, LLC) of the property contained in the Los Suenos Subdivision have met the criteria established by the Board of County Commissioners for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects. Now the property owners wish to establish the MSBU for the purpose of providing street lighting to the district.

The majority property owners (DSLD Homes, LLC) in Los Suenos Subdivision have submitted a letter requesting the creation of a street lighting MSBU. The letter is sufficient to meet the MSBU Guidelines and Procedures.

The Los Suenos Subdivision lighting district plan proposal:
* 46 assessable lots located in Commission District 2
* 24 Light Fixtures in initial plan
* Assessments estimated to be $436 in Year 1 (includes a reserve), and $247 in subsequent years.

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing street lighting, as well as administrative fees and a reserve for contingencies.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Ordinance has been reviewed by the County Attorney's Office and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all Ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ord.- Los Suenos

ORDINANCE 2020-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 68, SECTIONS 70-500.370 - 70-500.377 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ESTABLISHING THE LOS SUENOS STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida has the authority to establish a Municipal Service Benefit Unit ("MSBU") pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a MSBU, and the proposed Los Suenos Street Lighting MSBU has met the criteria established by the Board of County Commissioners for a MSBU; and

WHEREAS, by Resolution **R2019-115**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

WHEREAS, the owners of the property contained in Los Suenos have met the criteria established by the Board of County Commissioners for a MSBU, and the property owners wish to establish such a MSBU for the purpose of providing adequate street lighting; and

WHEREAS, there are an estimated 46 properties in this proposed district, and a majority of the property owners within the Los Suenos Subdivision submitted a letter to the Board of County Commissioners requesting the creation of a street lighting MSBU; and

WHEREAS, this total meets the 55% minimum requirement specified in the MSBU Guidelines and Procedures adopted by the Board of County Commissioners; and

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in Los Suenos.

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

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

Section 2: Part I, Chapter 70, Article III, Division 68, Sections 70-500.370 through 70-500.377 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 68. – LOS SUENOS

Sec. 70-500.370. - AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes for the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-500.371. - SHORT TITLE. This Ordinance shall be known and referred to as the "*Los Suenos Street Lighting Municipal Service Benefit Unit Ordinance*."

Sec. 70-500.372. - DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

A. *Base Rate* shall mean the rate necessary to fund the costs of the Los Suenos Street Lighting District divided by the total Equivalent Residential Units (ERUs) in the District.

B. *Board* shall mean the Board of County Commissioners of Escambia County, Florida.

C. *Costs* shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting to the District. The Cost for street lighting may include, but is not limited, to any applicable governmental fees, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector's collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.

D. *County or Escambia County* shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.

E. *District* shall mean that geographical area of the Los Suenos Street Lighting Municipal Service Benefit Unit described hereafter.

The Los Suenos Street Lighting District shall include the following:

A 46 lot Residential subdivision of a portion of Section 11, Township 3 South, Range 31 West, Escambia County, Florida, classified by the Property Appraiser's records in Plat Book 19, Page 86 and 86a, excluding Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones, and as further described in **Exhibit A,** attached hereto and incorporated herein.

F. *Equivalent Residential Units (ERUs)*: A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.

G. *Fiscal Year* shall mean the period of time between October 1st and September 30th.

H. *Improvements* shall mean all street lighting projects and equipment presently located or to be located within or added to the District in the future, including, but not limited to, poles, wires, conduits, lighting, and all necessary appurtenances.

I. *Lot* shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel with a unique property identification number by the Property Appraiser.

J. *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

K. Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.

Sec. 70-500.373. - DISTRICT CREATED. There is hereby created within Escambia County the *Los Suenos Street Lighting Municipal Service Benefit Unit* for the purpose of street lighting within the District.

Sec. 70-500.374. - GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

A. To provide for the collection and disbursement by the County of special assessments collected to pay for maintenance and operational expenses within the District.

B. To provide for or contract for the installation of street lighting and related Improvements within the District.

C. To buy, lease, or rent any and all real or personal property necessary to implement this Ordinance.

D. To fairly and reasonably apportion the Cost of street lighting among all specially benefited Lots.

E. To prepare and adopt an annual budget for the District(s).

F. To make legislative findings related to the special benefits provided to Lots located in the District.

G. To otherwise act or satisfy its duties and responsibilities under this ordinance.

Sec. 70-500.375. - LEGISLATIVE FINDINGS.

A. Lots in the District are specially benefited by the provision of street lighting improvements which will increase the market value of each Lot in the District and enhance safety within the District.

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

improved street lighting will vary according to the linear footage along the affected streets because of the large differential in size throughout the District.

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

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

Sec. 70-500.376. - SPECIAL ASSESSMENT PROCEDURES.

A. The Board shall determine each year the level of service necessary to provide adequate street lighting to Lots located in the District and the cost for providing such service.

B. The Board may by proper resolution establish rules and regulations regarding fiscal management of the District.

C. Each Fiscal Year, the Board shall authorize the levy of a non-ad valorem special assessment for street lighting on all Lots located within the District. These non-ad valorem special assessments for street lighting shall be levied following the preparation and adoption of a budget by the Board as provided by law. The budget shall identify the estimated Costs for street lighting for the next Fiscal Year.

D. The amount of non ad-valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot and the budgeted Costs for street lighting. The budgeted Costs for street lighting shall be fairly and reasonably apportioned among the benefited Lots using the following method:

The number of Equivalent Residential Units (ERUs) for a commercial Lot shall be calculated by dividing a commercial Lot's linear footage along the affected street by the average linear footage of the residential Lots directly across the affected street. The assessment for each Lot shall be calculated by multiplying a Lot's ERUs by the Base Rate. All residential properties shall have the equivalent of one (1) ERU.

The Board may make adjustments to the formula each Fiscal Year by resolution as necessary to reasonably and fairly apportion the cost of street lighting among benefited Lots. The Board may make a finding in the resolution to exclude any Lot that no longer receives a special benefit.

E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this ordinance, until said assessments are paid.

F. The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments for street lighting as provided in Section 197.3632(2), Florida Statutes, as amended.

G. A certified copy of this Ordinance shall be indexed and recorded in the public records of Escambia County after filing with the Secretary of State.

Sec. 70-500.377. - APPEAL PROCESS.

A. Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed within thirty (30) days of receiving the non-ad valorem special assessment or any of the notices for payment of the annual installment.

B. The County Administrator or designee shall review the request and determine within a reasonable time based on the circumstances whether an error in assessment of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due and owing as a result of the identification error, with notice to the Board of County Commissioners.

C. In the event the County Administrator or designee finds the Lot owner has been correctly assessed, the County Administrator or designee shall notify the owner and advise the owner of his or her right to petition for review of the alleged assessment error by the Board of County Commissioners within thirty (30) days. The Petition for Assessment Review shall state the owner's name, a description of the real property, and the facts underlying the Lot owner's petition. The burden shall be on the Lot owner to demonstrate by competent and substantial evidence to the Board of County Commissioners the Lot has been erroneously assessed on the non-ad valorem special assessment roll.

D. At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the assessment due and owing; or 2) advise the Lot owner the Board of county Commissioners finds no error in the assessment of the owner's Lot and the Lot owner may appeal the Board's decision to the circuit court within thirty (30) days.

E. The Board of County Commissioners may at its discretion create an independent board to review any Petition for Assessment Review filed. In addition, the Board is authorized to establish by resolution and collect at the time a petition is filed an administrative fee for processing of the petition. The Board of County Commissioners may also by resolution identify circumstances in which a refund of the administrative fee is available.

Section 3. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and

severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

Section 4. INCLUSION IN THE CODE. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Escambia County Code and the word "Ordinance" may be changed to section, article, or other appropriate word or phrase, and the sections of this Ordinance may be renumbered to accomplish such intention.

Section 5. EFFECTIVE DATE. This Ordinance shall become effective upon receipt of official acknowledgment of the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been filed with the Department of State

DONE AND ENACTED this ____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 12-13-2019

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

EXHIBIT A

Legal Descriptions:

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.
NEW PARCEL CREATED AT THE CLIENT'S REQUEST
DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 87 DEGREES 18 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 11 FOR A DISTANCE OF 30.27 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF BAUER ROAD (COUNTY ROAD 293, 100' R/W); THENCE GO NORTH 02 DEGREES 49 MINUTES 56 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE OF BAUER ROAD FOR A DISTANCE OF 919.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02 DEGREES 49 MINUTES 56 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE OF BAUER ROAD FOR A DISTANCE OF 600.00 FEET; THENCE GO SOUTH 87 DEGREES 09 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 931.24 FEET; THENCE GO SOUTH 02 DEGREES 49 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 600.00 FEET; THENCE GO NORTH 87 DEGREES 09 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 931.24 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 12.83 ACRES MORE OR LESS.

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-17260 **Clerk & Comptroller's Report 10. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 01/07/2020
Issue: TDT Collection Data for the October 2019 Returns
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the October 2019 Returns Received in November 2019

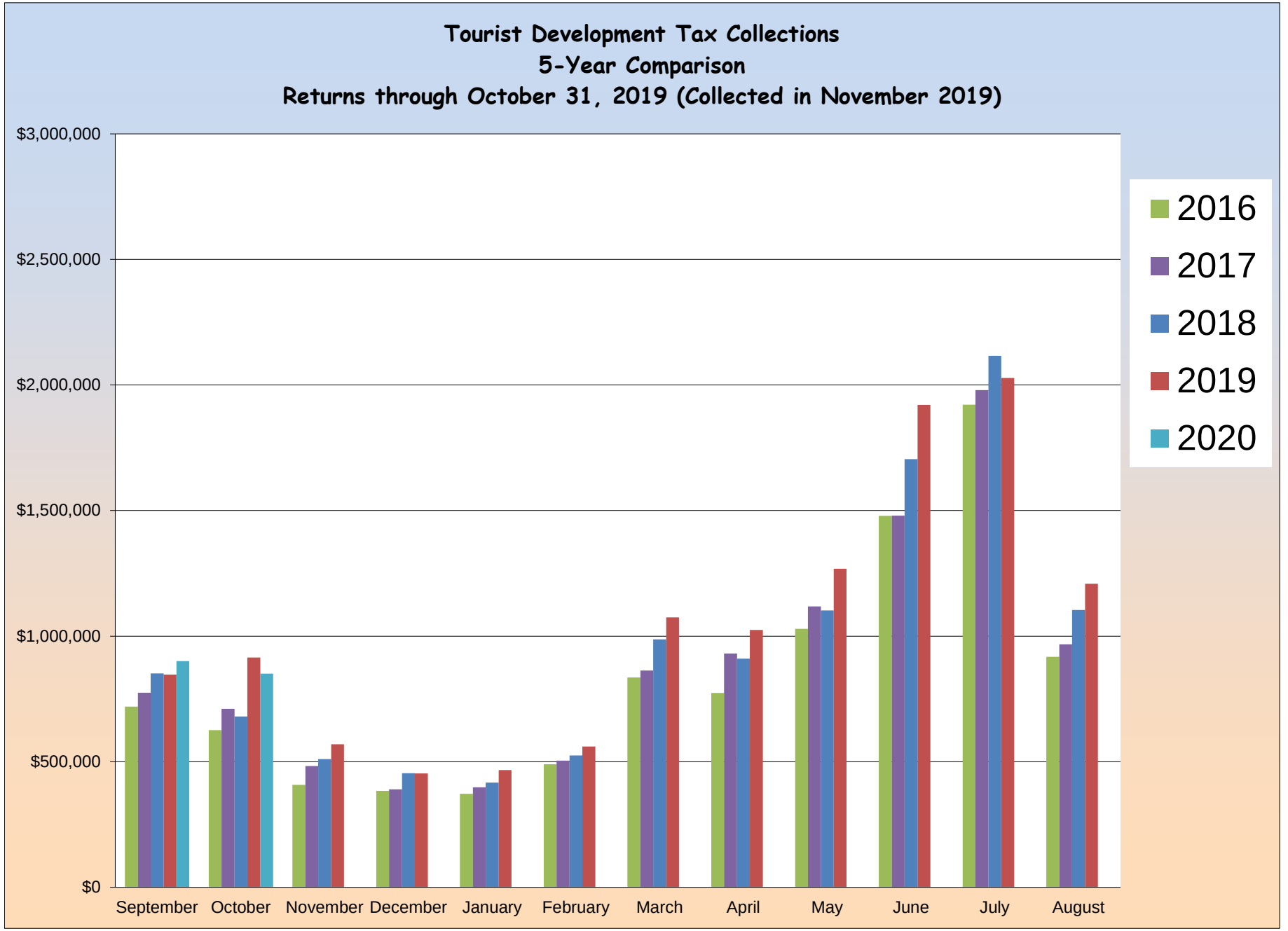
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the October 2019 returns received in November 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the second month of collections for the Fiscal Year 2020; total collections for the month of October 2019 returns was $850,889.66; this is a 6.98% decrease from October 2018 returns; total collections to date are .59% less than the comparable time frame in Fiscal Year 2019.

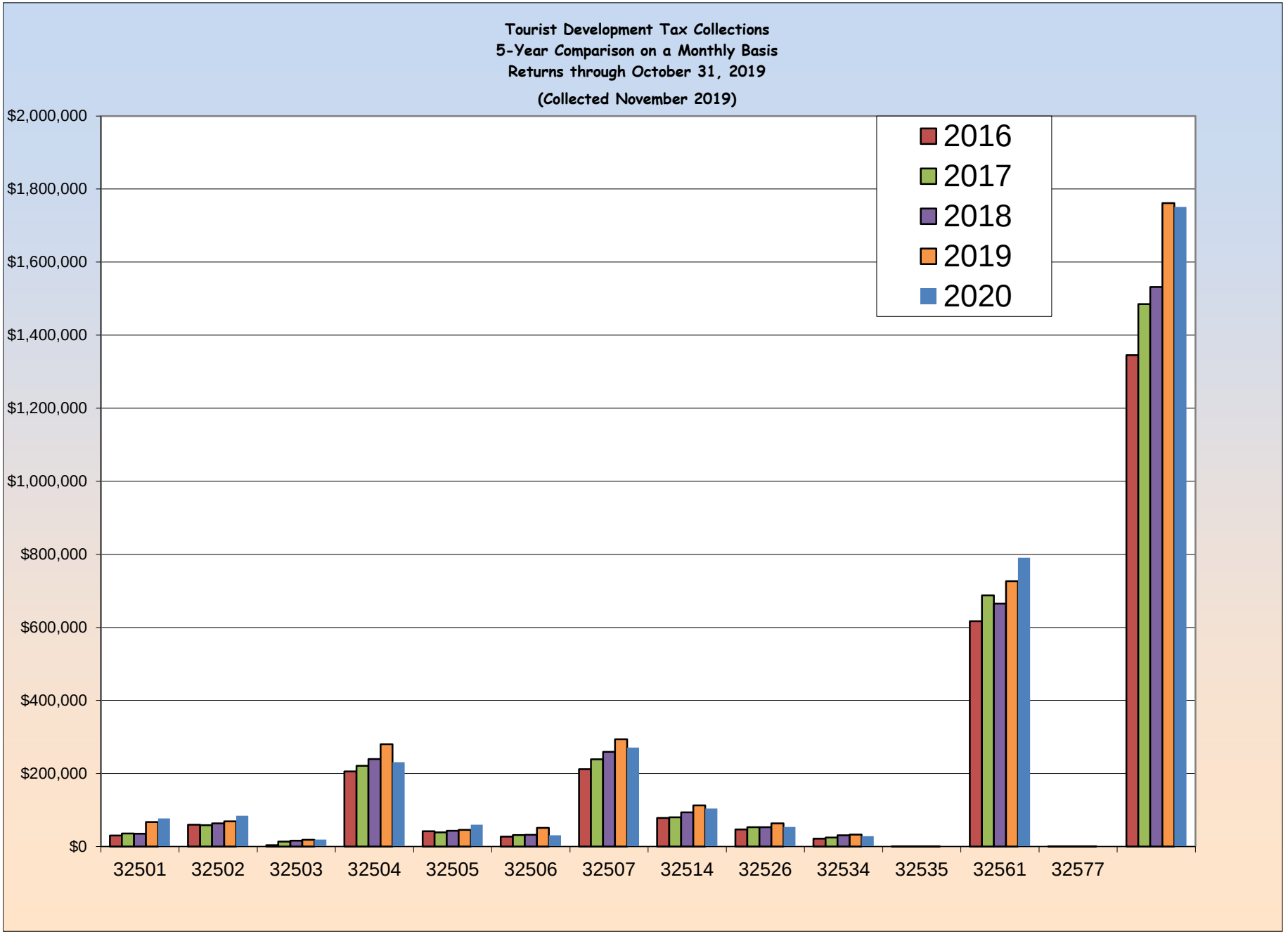
Attachments

October 2019 TDT Returns Collected November 2019

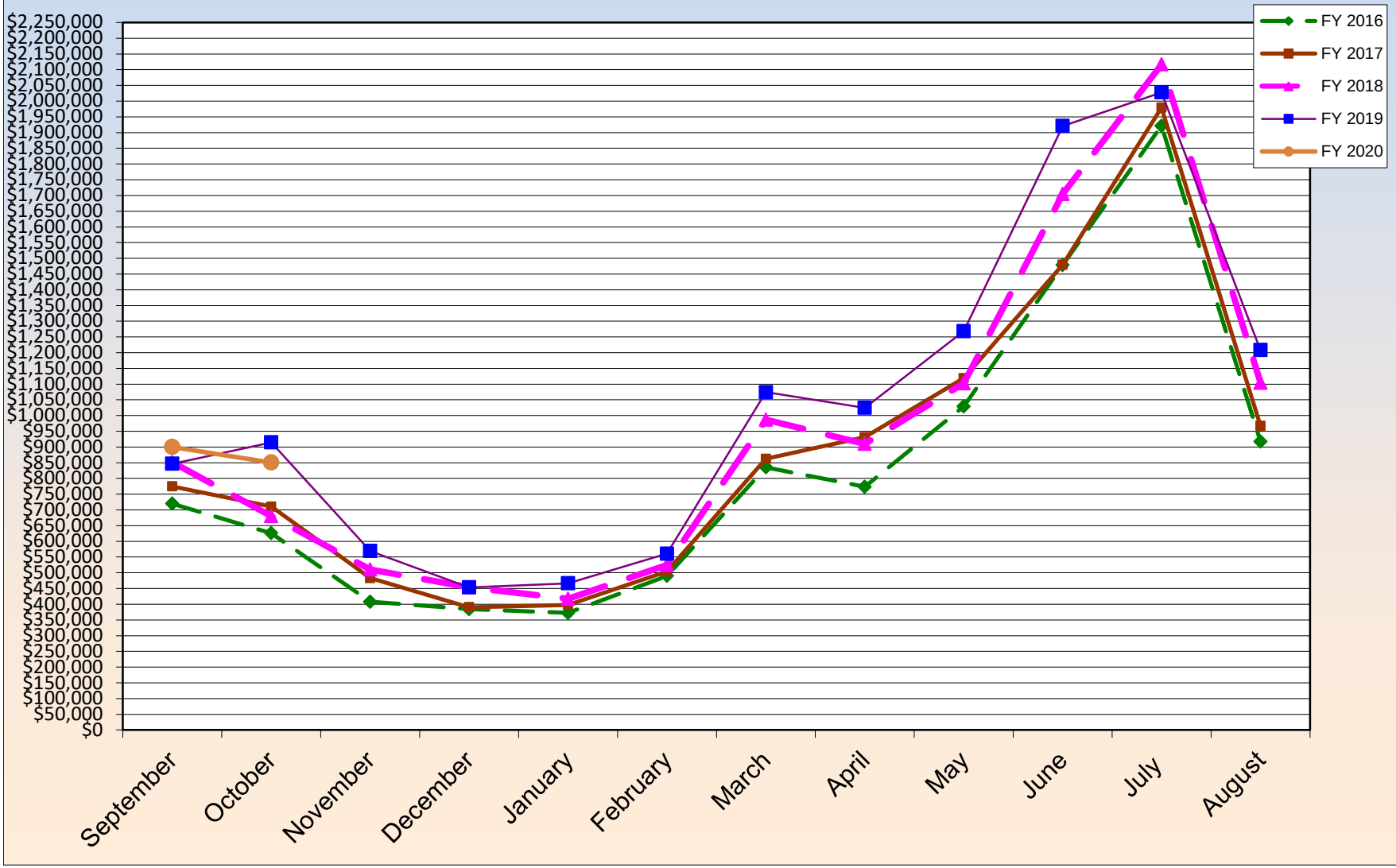
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF NOVEMBER 2019

Zip Code	Fiscal Year 2020 YTD Collected	Fiscal Year 2019 YTD Collected	Difference	% Change
32501	77,142	67,018	10,124	15%
32502	84,475	69,256	15,219	22%
32503	19,493	18,494	999	5%
32504	231,086	279,962	(48,876)	-17%
32505	60,125	45,804	14,321	31%
32506	30,853	51,003	(20,150)	-40%
32507	270,967	293,788	(22,821)	-8%
32514	104,080	112,481	(8,401)	-7%
32526	53,827	63,736	(9,909)	-16%
32534	28,213	32,690	(4,477)	-14%
32535	439	209	230	110%
32561	790,322	726,840	63,482	9%
32562	-	-	-	0%
32577	$ 67	132	(65)	-49%
Total	**$ 1,751,089**	**$ 1,761,413**	**$ (10,324)**	-1%


Tourist Development Tax Collections
5-Year Comparison
Returns through October 31, 2019 (Collected in November 2019)
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2016
2017
2018
2019
2020


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through October 31, 2019
(Collected November 2019)
$2,000,000
$1,800,000
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
2016
2017
2018
2019
2020
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2016 - FY 2020
Returns through October 31,2019 (Collected in November 2019)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2020
AS OF November 2019

	Zip Code									
	32501		32502		32503		32504		32505	
					Cordova		Davis & Scenic Hwy		South of Michigan Av	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Mall & South Area	% OF Total	outh of I-10 includi Airport Area	% OF Total	East of Mobile Hwy West of Pace Blvd	% OF Total
10/19	$ 38,864	4%	$ 43,390	5%	$ 10,319	1%	$ 115,910	13%	$ 18,785	2%
11/19	$ 38,278	4%	$ 41,085	5%	$ 9,174	1%	$ 115,176	14%	$ 41,340	5%
Total	**$ 77,142**	**4%**	**$ 84,475**	**5%**	**$ 19,493**	1%	**$ 231,086**	**13%**	**$ 60,125**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy		Bayou Chico to		Palafox & Scenic		Mobile Hwy North		I-10 &	
Month of Collection	& Highway 98 Area	% OF Total	Perdido Key South of Sorrento Area	% OF Total	Hwy North of I-10 Area	% OF Total	of Michigan Avenue Area	% OF Total	Pensacola Blvd North Area	% OF Total
10/19	$ 15,041	2%	$ 140,739	16%	$ 53,089	6%	$ 27,938	3%	$ 15,692	2%
11/19	$ 15,812	2%	$ 130,228	15%	$ 50,990	6%	$ 25,889	3%	$ 12,521	1%
Total	**$ 30,853**	2%	**$ 270,967**	15%	**$ 104,080**	6%	**$ 53,827**	3%	**$ 28,213**	2%

	Zip Code									
	32535		32561		32562		32577			
	Century		Pensacola							
Month of Collection	(Other) Area	% OF Total	Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/19	$ 174	0%	$ 420,258	47%	$ -	0%	$ -	0%	$ 900,200	100%
11/19	$ 265	0%	$ 370,064	43%	$ -	0%	$ 67	0%	$ 850,890	100%
Total	**$ 439**	0%	**$ 790,322**	45%	**$ -**	0%	**$ 67**	0%	**$ 1,751,089**	

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2019
AS OF November 2018

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/18	**33,060**	4%	**29,038**	3%	**8,340**	1%	**120,568**	14%	**16,401**	2%
11/18	**33,959**	4%	**40,218**	4%	**10,154**	1%	**159,394**	17%	**29,404**	3%
Total	**67,018**	**4%**	**69,256**	**4%**	**18,494**	1%	**279,962**	**16%**	**45,804**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy		Bayou Chico to		Palafox & Scenic		Mobile Hwy North		I-10 &	
Month of Collection	& Highway 98 Area	% OF Total	Perdido Key South of Sorrento Area	% OF Total	Hwy North of I-10 Area	% OF Total	of Michigan Avenue Area	% OF Total	Pensacola Blvd North Area	% OF Total
10/18	**23,343**	3%	**148,106**	17%	**47,657**	6%	**25,767**	3%	**13,922**	2%
11/18	**27,659**	3%	**145,682**	16%	**64,824**	7%	**37,969**	4%	**18,767**	2%
Total	**51,003**	3%	**293,788**	17%	**112,481**	6%	**63,736**	4%	**32,690**	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/18	**209**	0%	**380,137**	45%	**-**	0%	**92**	0%	**846,640**	100%
11/18	**-**	0%	**346,703**	38%	**-**	0%	**40**	0%	**914,773**	100%
Total	**209**	0%	**726,840**	41%	**-**	0%	**132**	0%	**1,761,413**	

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2011-2020									
Month Of	For The										
Collection	Month Of	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
OCT	SEP	$ 321,850	$ 343,637	$ 398,300	$ 385,209	$ 442,268	$ 539,766	$ 580,905	$ 638,832	$ 634,980	$ 675,150
NOV	OCT	$ 276,214	$ 304,579	$ 325,198	$ 335,284	$ 411,054	$ 469,351	$ 532,757	$ 510,223	$ 686,080	$ 638,167
	TOTAL	**$ 598,064**	**$ 648,216**	**$ 723,498**	**$ 720,493**	**$ 853,322**	**$1,009,117**	**$ 1,113,662**	**$1,149,056**	**$ 1,321,060**	**$ 1,313,317**

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2011-2020									
Month Of	For The										
Collection	Month Of	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
OCT	SEP	$ 107,283	$ 114,546	$ 132,767	$ 128,403	$ 147,425	$ 179,922	$ 193,635	$ 212,944	$ 211,660	$ 225,050
NOV	OCT	$ 92,072	$ 101,526	$ 108,399	$ 111,761	$ 137,018	$ 156,450	$ 177,586	$ 170,074	$ 228,693	$ 212,722
TOTAL		**$ 199,355**	**$ 216,072**	**$ 241,166**	**$ 240,164**	**$ 284,443**	**$ 336,372**	**$ 371,221**	**$ 383,019**	**$ 440,353**	**$ 437,772**

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-17311 **Clerk & Comptroller's Report 10. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 01/07/2020
Issue: Document Provided for Filing with the Board's Minutes
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning a Document Provided for Filing with the Board's Minutes

That the Board accept, for filing with the Board's Minutes, the Oath of Office for Escambia County Health Facilities Authority Board Member Susan Ashby, who replaced Linda Miragliotta and will fulfill her remaining term which ends August 21, 2021. Ms. Ashby was appointed to serve the remaining term by the Board of County Commissioners on December 5, 2019.

Attachments

ECHFA Oath of Office

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

Capital Finance Solutions for Non-Profit Health Facilities

December 16, 2019

Honorable Pam Childers
Escambia County Clerk of Courts
Office of Clerk to the Board of County Commissioner
221 S. Palafox Place, Suite 130
Pensacola, FL 32502

RE: Oath of Office for Authority Board Member
Susan Ashby

Ms. Childers:

As required by Section 154.207(4) Fla. Statute, enclosed for filing is the Oath of Office for Ms. Susan Ashby. Ms. Ashby is replacing Board member, Ms. Linda Miragliotta, who resigned due to her move to south Florida. Ms. Ashby will fulfill the remaining term of Ms. Miragliotta which ends August 21, 2021.

A copy of the County Administrator's letter confirming her appointment is attached.

Please confirm that your office has received this correspondence and duly filed the Oath of Office. Please e-mail the filing confirmation to: vlyeagle@echealthfinance.org.

Thank you for your assistance.

Sincerely yours,

Virginia L. Yeagle,
Administrator

Street Address: 1019 N. 12th Avenue • Pensacola, FL 32501 • 850-432-7555
Mailing Address: P.O. Box 2667 • Pensacola, FL 32513-2667 • 850-433-8845 (fax)

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

1019 N. 12th Avenue • Pensacola, FL 32501

Mailing Address:
P.O. Box 2667
Pensacola, FL 32513-2667

(850) 432-7555
(850) 433-8845 fax

OATH OF OFFICE

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I DO SOLEMNLY SWEAR that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will faithfully perform the duties of Member of the Escambia County Health Facilities Authority on which I am now about to enter, so help me God.

Susan Ashby

Susan Ashby

The foregoing was acknowledged before me on this 12th day of December, 2019 by Susan Ashby. who is personally known to me and who did take an oath.

VIRGINIA L YEAGLE
Commission # GG 196351
Expires March 14, 2022
Bonded Thru Budget Notary Services

Virginia L Yeagle

Virginia L. Yeagle
My Commission Expires: March 14, 2022

* * * *

Florida Department of State
Division of Elections
Tallahassee, FL

Hon. Pam Childers
Clerk of Court for Escambia County, FL
Pensacola, FL

By my signature affixed hereto on this 12th day of December, 2019, I accept this office of Member of the Escambia County Health Facilities Authority for a term commencing December 6, 2019 to August 21, 2021. The above is the oath taken by me.

Susan Ashby

Susan Ashby
1715 East Cross Street
Pensacola, FL 32503

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

221 Palafox Place, Suite 420
Pensacola, Florida 32502

Telephone (850) 595-3935
Telefax (850) 595-4908

Janice P. Gilley
County Administrator

December 13, 2019

Susan Ashby
1715 East Cross Street
Pensacola, Florida 32503

RE: Appointment to the Escambia County Health Facilities Authority

Dear Ms. Ashby:

The Board of County Commissioners, in a regular session held on Thursday, December 5, 2019, confirmed your appointment to the Escambia County Health Facilities Authority, to serve the unexpired term of Ms. Linda T. Miragliotta, which ends on August 21, 2021. The appointment is effective December 5, 2019, through August 21, 2021.

As a member of this Board, you are subject to the Sunshine Law. Please review the following enclosures: GUIDE to the SUNSHINE AMENDMENT and CODE of ETHICS for Public Officers and Employees by the Florida Commission on Ethics, 2019 Edition, the Government-In-The-Sunshine Manual, 2019 Edition, and the Escambia County Code of Ethics Policy. If you have questions, please call our Legal Office at 595-4970.

As a requirement for membership on the Escambia County Health Facilities Authority, you must complete the enclosed Form 1 Statement of Financial Interests, pursuant to Section 112.317, Florida Statutes. The "Form 1 Statement" must be completed and forwarded to the Supervisor of Elections, Post Office Box 12601, Pensacola, Florida, 32591, within 30 days.

Also enclosed, is a required Reporting Form. Please complete and return it to the Human Resources Department at the address noted at the bottom of the form.

Your willingness to serve our community and the Board in this capacity is appreciated.

Sincerely yours,

Janice P. Gilley
County Administrator

JPG:ab

Enclosures

pc: Honorable David Stafford, Supervisor of Elections
Jana Still, Human Resources Department Director
Virginia Yeagle, Administrator, Escambia County Health Facilities Authority

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-17313 **Clerk & Comptroller's Report 10. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 01/07/2020
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 December 5, 2019;

B. Approve the Minutes of the Regular BCC Meeting held December 5, 2019;

C. Approve the Minutes of the Special BCC Meeting held December 12, 2019; and

D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held December 12, 2019.

Attachments

20191205 Agenda Work Session Report
20191205 Gary Sansing Public Forum Report
20191205 Regular BCC Meeting Minutes
20191212 Special BCC Meeting Minutes
20191212 CW Workshop Report

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

DECEMBER 5, 2019
(9:20 a.m. – 11:23 a.m.)

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

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

Report prepared by: DeLana Allen-Busbee

1. FOR INFORMATION: The agenda for the December 5, 2019, Regular Board Meeting, was reviewed as follows:

   A. Chairman Barry and Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda; Alison Rogers, County Attorney, reviewed the Written Communication Items; and Gregory English spoke regarding Item 8-D;

   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; and

   D. Shamara Jernigan reviewed the County Administrator's Report; and Harold Griffin, Jr., ITL, and Reid Rushing, Beck Partners, spoke regarding CAR II-35.

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

DECEMBER 5, 2019

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
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

Absent: Commissioner Douglas B. Underhill, District 2

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

Report prepared by: DeLana Allen-Busbee

AGENDA ITEMS

1. Call to Order

   Chairman Barry called the Gary Sansing Public Forum to Order at 4:34 p.m.

2. Speakers

   The Board heard comments from the following individuals:

Dan Danforth	Norman Krueger	Dr. Angela Nicholas
Randy Cudd	Charlie VanLandingham	Larry Downs, Jr.
Barbara Mayall	Melissa Pino	
Michael Bearden	Christopher Hansen	

3. Adjournment

   Chairman Barry declared the Gary Sansing Public Forum adjourned at 5:10 p.m.

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

DECEMBER 5, 2019

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
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

Minutes prepared by: Krykyt Fisher

REGULAR BCC AGENDA

1. Call to Order

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

2. Invocation

   The Board observed a moment of silence.

3. Pledge of Allegiance to the Flag

   Pete Lauter, Bear Den Leader, and the Boy Scouts from Pack 5 led the Pledge of Allegiance to the Flag.

REGULAR BCC AGENDA – Continued

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

Motion: So moved. **For information:** The Chairman advised that he would entertain a move to approve the agenda as amended.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner May not yet in attendance.

5. Commissioners' Forum:

   A. District 1 – Commissioner Bergosh provided comments;

   B. District 4 – Commissioner Bender provided comments; and

   C. District 5 – Commissioner Barry provided comments.

6. Presentation – Winterfest Holiday Visit

7. Recommendation: That the Board take the following action:

   A. Adopt the Proclamation commending and congratulating Ronald Hollingsworth, an Equipment Operator III in the Roads Division of the Public Works Department, on his selection as the "Employee of the Month" for December 2019;

   B. Adopt the Proclamation commending and congratulating the Pensacola Christian College Men's Soccer Team, the Eagles, for winning their second National Title in the past three years, and wishing them good luck in their future endeavors;

   C. Ratify the Proclamation dated November 1, 2019, commending the contributions that Folds of Honor has made, and continues to make, on behalf of fallen and disabled armed forces members;

   D. Ratify the Proclamation dated November 7, 2019, proclaiming November 15, 2019, as HER Foundation Day; and

   E. Ratify the Proclamation dated November 13, 2019, proclaiming November 16 - 24, 2019, as "National Hunger and Homelessness Awareness Week".

Motion: Move the proclamations A, B, C, D, and E.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner May not yet in attendance.
Speaker(s): Ron Hollingsworth, Coach Joseph Liwosz

REGULAR BCC AGENDA – Continued

8. Written Communication:

A. Recommendation: That the Board review and consider the lien relief request made by Beatrice Boykn Benjamin, owner of the property located at 2200 West Moreno Street.

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

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

Motion: Move we drop the item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0 with Commissioner May not yet in attendance.
Speaker(s): None

B. Recommendation: That the Board review and consider the lien relief request made by Kristopher Fernandez against 9925 Beulah Road.

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

After reviewing the request for forgiveness of liens, staff made the determination that the request did fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

(Continued on Page 4)

REGULAR BCC AGENDA – Continued

8. Continued…

B. Continued…

County Administrator Janice Gilley did provide relief to Bay to Gulf Holdings, LLC waiving all but $5,000 of the $62,950 lien amount. Bay to Gulf Holdings LLC, refused that offer and made a request to appear before the Board to request full release.

Motion: Move that we allow them to get what they're requesting for the payment of $5,000. **For information:** County Attorney Rogers clarified a partial release with regards to this property in exchange for $5,000 plus any administrative or recording fees
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner May not yet in attendance.
Speaker(s): Jennifer Amberg

C. Undated communication from Marlina S. Davis regarding property located at 8142 Heirloom Drive.

Motion: Move that we drop the item
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner May not yet in attendance.
Speaker(s): Brian Davis

D. Recommendation: That the Board review and consider the lien relief request made by Mr. Gregory English regarding 480 Jacobi Road. Mr. English is currently the owner and owned the property during the code enforcement process.

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

(Continued on Page 5)

REGULAR BCC AGENDA – Continued

8. Continued…

D. Continued…

Mr. English made a written request for lien relief in October 2019. His request is for partial release of liens (daily fines totaling $10,750 - $50 per day levied between 2/06/15-9/09/15) at 480 Jacobi Road.

Motion: So moved, with the changes [see detailed clarification below] **For information:** Commissioner Barry advised that he would entertain a motion to collect the hard costs in this case, which amount to $3,050, and with the collection of the hard costs allow a partial release to allow this one property to be released from the liens. The liens would still be present on the other properties owned by Mr. English. County Attorney Rogers further clarified that the partial release for Mr. English is in regards to 1204 Panferio, not the Jacobi Road address.
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner May not yet in attendance.
Speaker(s): None

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

A. The following six Public Hearings on the agenda:

(1) The 5:31 p.m. Public Hearing, advertised in the *Escambia Sun Press* on October 24, 2019, for consideration of the Petition to Vacate an opened right-of-way known as Cameron Lane;

(2) The 5:32 p.m. Public Hearing, advertised in the *Pensacola News Journal* on November 2, 2019, November 9, 2019, November 16, 2019, and November 23, 2019 for consideration of adopting a Resolution establishing the Uniform Method of Collecting Non-Ad Valorem Special Assessments;

(3) The 5:33 p.m. Public Hearing, advertised in the *Pensacola News Journal* on November 23, 2019, for consideration of adopting an Ordinance relating to dockless shared micromobility devices on Pensacola Beach;

(4) The 5:45 p.m. Public Hearing, advertised in the *Pensacola News Journal* on October 18, 2019, for consideration of adopting an Ordinance amending the Official Zoning Map;

(Continued on Page 6)

REGULAR BCC AGENDA – Continued

9. Continued…

   A. Continued…

      (5) The 5:46 p.m. Public Hearing, advertised in the *Pensacola News Journal* on November 20, 2019, for review of an Ordinance amending the Future Land Use Map, LSA-2019-02; and

      (6) The 5:47 p.m. Public Hearing, advertised in the *Pensacola News Journal* on November 20, 2019, for consideration of adopting an Ordinance Amending the Official Zoning Map; and

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule December 2 – December 6, 2019,* as published in the *Pensacola News Journal* on November 30, 2019.

Motion: Move the waiving of the reading
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner May not yet in attendance.

10. Recommendation: That the Board, at the 5:31 p.m. Public Hearing, take the following action concerning the Petition to Vacate an opened right-of-way known as Cameron Lane (0.44 acres, more or less), as petitioned by VWSS American, LLC.:

    A. Approve or deny the Petition to Vacate an opened right-of-way known as Cameron Lane;

    B. Accept the Hold/Harmless Agreement;

    C. Adopt the Resolution to Vacate; and

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

(Continued on Page 7)

REGULAR BCC AGENDA – Continued

10. Continued…

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

Motion: That we deny the petition to vacate as it is presented to us
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner May not yet in attendance.
Speaker(s): Claude Gillette, Michelle A. Gray, Allison Vachon, Melissa Pino, Scott Trotter, Kevin Wade, Joy Kristin, Priscilla Parson, Magi Berk, Mikal Kissick, Glenn Conrad, Ann Kulbeckas, Larry Downs Jr, Michael Bearden, Roslyn M. Smith, Wade Buxton

11. Recommendation: That the Board, at the 5:32 p.m. Public Hearing, adopt the Resolution [R2019-115] establishing the Board's intent to use the Uniform Method of Collecting Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

The Uniform Method of Collection as authorized in Florida Statute 197.3632 provides that the County adopt a Resolution prior to January 1, or if the Property Appraiser and Tax Collector agree, March 1. The Resolution must be advertised four (4) consecutive weeks in a newspaper of general circulation, and these advertisements take place during November. The Uniform Method of Collection of the Municipal Services Benefit Unit (MSBU) assessments will increase the collection of assessments and reduce administrative costs by eliminating duplicated preparation and mailing of tax notices.

Non Ad-Valorem Special Assessments would be subject to the same discounts for early payment as Ad-Valorem Taxes and are due no later than March 31:
4% November;
3% December;
2% January; and
1% February.

Motion: Move the 5:32 in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner May not yet in attendance.
Speaker(s): None

REGULAR BCC AGENDA – Continued

12. Recommendation: That the Board, at the 5:33 p.m. Public Hearing, adopt an Ordinance creating Volume 1, Chapter 94, Article I, Section 94-9 of the Escambia County Code of Ordinances relating to Dockless Shared Micromobility Devices on Pensacola Beach.

Motion: Move that we drop the item and reschedule it for the 5:31 p.m. Public Hearing on the March 5th Board Meeting
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner May not yet in attendance.
Speaker(s): None

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

I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended October 31, 2019, as required by Ordinance Number 95-13; on October 31, 2019, the portfolio market value was $300,871,187 and portfolio earnings totaled $544,243 for the month. The short term portfolio achieved a yield of 2.07%. The long-term CORE portfolio achieved a yield of 1.61%.

Motion: Move the Clerk's Report items 1, 2, 3, and 4
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner May not yet in attendance.

2. Recommendation: That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the September 2019 returns received in the month of October 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the first month of collections for the Fiscal Year 2020; total collections for the month of September 2019 returns was $900,199.76; this is a 6.33% increase over the September 2018 returns; total collections to date are 6.33% more than the comparable time frame in Fiscal Year 2019.

Motion: Move the Clerk's Report items 1, 2, 3, and 4
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner May not yet in attendance.

CLERK AND COMPTROLLER'S REPORT - Continued

3. Recommendation: That the Board approve the transfer of equipment from the Board to the Escambia County Sheriff's Office, as of September 30, 2019, in the amount of $3,257,522.26.

Motion: Move the Clerk's Report items 1, 2, 3, and 4
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner May not yet in attendance.

4. 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 November 18, 2019; and

   B. Approve the Minutes of the Regular Board Meeting held November 18, 2019.

Motion: Move the Clerk's Report items 1, 2, 3, and 4
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner May not yet in attendance.

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

I. PUBLIC HEARINGS

1. Recommendation: That the Board take the following action concerning the rezoning case heard by the Planning Board on November 5, 2019:

   A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2019-18 or remand the case back to the Planning Board; and

   B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the rezoning case that was reviewed, as follows:

1. Case No.:	**Z-2019-18**
Address:	5404 Bellamy Avenue *(The applicant initially requested rezoning for both 5524 Tamarack Street and 5404 Bellamy Avenue, However, the applicant has elected to remove the Tamarack property from the rezoning consideration by the Planning Board and Board of County Commissioners.)*
Property Reference No.:	35-1S-30-3101-000-000
Property Size:	3.96 (+/-) acres
From:	Com, Commercial district (25 du/acre)
To:	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)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	4
Requested by:	Wiley C. "Buddy" Page, Agent for Knop Family Trust, Owner
Planning Board Recommendation:	Denial
Speakers:	Buddy Page, Patrick Dwyer, Phil Parekh, Theresa Blackwell, Belinda Bell, Joanne Peele, Melissa Pino, Larry Downs, Jr., Michael Bearden

Motion: Accept the Planning Board's recommendation of denial
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner May not yet in attendance
Speaker(s): Buddy Page

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS - Continued

2. Recommendation: That the Board, at the 5:45 p.m. Public Hearing, adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on November 5, 2019, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

Motion: Move that we drop the 5:45
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner May not yet in attendance
Speaker(s): None

3. Recommendation: That the Board of County Commissioners (BCC), at the 5:46 p.m. Public Hearing, review and adopt an Ordinance [Number 2019-33] amending the Comprehensive Plan 2030, Chapter 7, the Future Land Use Element, Policy FLU 1.1.1, (LSA-2019-02) changing the FLU category of a parcel, which is located within Section 25, Township 1N, Range 30W, and which is identified as Parcel ID number 25-1N-30-1003-000-000 totaling 14.5 (+/-) acres, located on a private road, Pate Street, from Mixed-Use Urban (MU-U) to Industrial (I); changing a parcel within Section 25, Township 1N, Range 30W, and which is identified as Parcel ID number 25-1N-30-1006-000-000 totaling 11.0 (+/-) acres, located on Pate Street, from Mixed-Use Urban (MU-U) to Industrial (I); changing a parcel within Section 25, Township 1N, Range 30W, and which is identified as Parcel ID number 25-1N-30-1006-000-001 totaling 10.6 (+/-) acres, located on Pate Street, from Mixed-Use Urban (MU-U) to Industrial (I).

   This is the second of two public hearings before the Board of County Commissioners.

Motion: Move the 5:46 in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner May not yet in attendance
Speaker(s): Allara Mills-Gutcher

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS - Continued

4. Recommendation: That the Board take the following action concerning the rezoning case heard by the Planning Board on September 3, 2019:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2019-15 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the rezoning case that was reviewed, as follows:

1. Case No.:	**Z-2019-15**
Address:	11999 Pate Road
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 district (25 du/acre)
To:	Ind, Industrial district (du density limited to vested residential development)
FLU Category:	I, Industrial
Commissioner District:	5
Requested by:	Allara Mills-Gutcher, Agent, Gulf Power Company, Owner
Planning Board Recommendation:	Approval
Speakers:	Allara Mill-Gutcher, William Flippin, Ryan Cowart, Robert Jernigan, George Jones, Larry Downs, Jr., Melissa Pino, Margaret Hostetter, Kevin Wade

Motion: Move case number Z-2019-15 in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner May not yet in attendance
Speaker(s): None

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS - Continued

5. Recommendation: That the Board, at the 5:47 p.m. Public Hearing, adopt an Ordinance [Number 2019-34] to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on September 3, 2019, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

Motion: Move the 5:47 in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner May not yet in attendance
Speaker(s): None

II. FOR ACTION

1. Recommendation: That the Board take the following action concerning recording of Lakeshore Preserve (a 138-lot public residential subdivision), located in the Beulah Community and lying south of Mobile Highway (U.S. Highway 90) and lies east of Beulah Road. Owned and developed by D.R. Horton, Inc. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

   A. Approve the final plat for recording;

   B. Approve the street names “Lakeside Oak Court," “Lakeside Oaks Drive,” and “Oak Lake Boulevard”;

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

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

Motion: Move the item in the affirmative A, B, C, and D
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0 with Commissioner May not yet in attendance

GROWTH MANAGEMENT REPORT – Continued

III. CONSENT AGENDA

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

   January 7, 2020

   A. 5:45 p.m. - A Public Hearing - Small Scale Map Amendment - SSA-2019-03 -108 Louisiana Avenue
   Summary: Applicant is requesting to change the Future Land Use from Commercial to Mixed-Use Urban.

   B. 5:46 p.m. - A Public Hearing - Large Scale Map Amendment - LSA-2019-05 - 7045 Pine Forest Road (first of two public hearings)

   Summary: Applicant is requesting to change the Future Land Use from Commercial to Mixed-Use Urban.

Motion: Move the consent agenda
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner May not yet in attendance

COUNTY ADMINISTRATOR'S REPORT – Janice Gilley, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board accept for filing with the Board's Minutes, the November 7, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion: Move the balance **For information:** The “balance” refers to Technical/Public Service Consent Agenda items 1 through 14.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

2. Recommendation: That the Board ratify the following December 5, 2019, action of the Board of County Commissioners of Escambia County Community Redevelopment Agency (CRA), acting in its capacity as the Escambia County Redevelopment Agency (CRA), rescinding, due to the owners' request to terminate the Funding and Lien Agreements, the following Board's action of September 5, 2019, concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 6165 Luther Street:

   A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Daka Choice Properties, LLC, owner of residential property located at 6165 Luther St, Oakfield Redevelopment District, each in the amount of $3,350, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, Object Code 58301, for a total electrical rewiring upgrade; and

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

Motion: Move the balance **For information:** The "balance" refers to Technical/Public Service Consent Agenda items 1 through 14.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

3. Recommendation: That the Board approve the appointment of Lloyd Reshard to the CareerSource Escarosa Board of Directors, as a private sector business representative, to serve as a replacement for Ms. Sharon Pitts, who resigned from the Board on August 15, 2019. Ms. Pitt's term was scheduled to expire on July 9, 2020; however, CareerSource Escarosa is requesting that Mr. Reshard serve a 3-year term effective immediately, to extend through December 5, 2022. Mr. Reshard was recommended for service on the CareerSource Escarosa Board of Directors by FloridaWest Economic Development Alliance.

Motion: Move the balance **For information:** The "balance" refers to Technical/Public Service Consent Agenda items 1 through 14.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Recommendation: That the Board approve the four Request for Disposition of Property Forms for the Escambia County Tax Collector's Office, for property that is described and listed on the Disposition Form. The listed items have been found to be of no further usefulness to the County/Tax Collector; thus, it is requested that they be auctioned as surplus or disposed of properly.

Motion: Move the balance **For information:** The "balance" refers to Technical/Public Service Consent Agenda items 1 through 14.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

5. Recommendation: That the Board approve the Request for Disposition of Property Form for the Roads and Bridges Department, listing two items.

Motion: Move the balance **For information:** The "balance" refers to Technical/Public Service Consent Agenda items 1 through 14.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

6. Recommendation: That the Board approve the Disposition of Property Form for Court Administration, for property that was not located during the annual inventory. This equipment was not operational and would not be of use to the department. If this equipment is found at a later date, Court Administration will process the reinstatement paperwork.

Motion: Move the balance **For information:** The "balance" refers to Technical/Public Service Consent Agenda items 1 through 14.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

7. 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, allowing the number of decibels to exceed 70 dbA (sound level measured by a sound level meter at or within the property boundary of the receiving land use) for the Fireworks Event launched from a Barge on the Soundside of Quietwater Beach for the Pensacola Beach Chamber of Commerce New Year's Eve Celebration on January 1, 2020, from 12:00 a.m. until 12:05 a.m.

Motion: Move the balance **For information:** The “balance” refers to Technical/Public Service Consent Agenda items 1 through 14.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

8. Recommendation: That the Board take the following action regarding the Interlocal Agreement between the University of West Florida and Escambia County, Florida, for the provision of allowing the University of West Florida’s Public Safety Radio System to reside on Escambia County’s Public Safety P25 Digital Radio System Master Core:

   A. Approve the Interlocal Agreement to enable the University of West Florida Public Safety Radio System to reside on Escambia County’s Master Core (Core), commencing the effective date upon filing with the Clerk of the Circuit Court of Escambia County, Florida, and expiring on September 30, 2020, and be automatically renewed for successive twelve-month terms beginning on October 1st of each fiscal year until terminated by either party; and

   B. Authorize the Chairman to execute the Interlocal Agreement.

Motion: Move the balance **For information:** The “balance” refers to Technical/Public Service Consent Agenda items 1 through 14.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

9. Recommendation: That the Board take the following action regarding the Memorandum of Agreement between the Escambia County Board of County Commissioners and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office:

   A. Approve the Memorandum of Agreement (MOA), which establishes a management relationship between the two parties, defines the professional conduct with respect to the access, utilization, and security standards between the inter-operable notification systems of Escambia County's portal to Florida's Emergency Message Notification System for Emergency Alert Messages and the FEMA IPAWS-Open national backbone communications/notification system, that structures the alert and distributes the emergency messages from one inter-operable system to another; and

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

Motion: Move the balance **For information:** The "balance" refers to Technical/Public Service Consent Agenda items 1 through 14.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

10. Recommendation: That the Board authorize the scheduling of a Public Hearing on January 7, 2020, at 5:31 p.m., to consider adoption of an Ordinance creating the Los Suenos Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

Motion: Move the balance **For information:** The "balance" refers to Technical/Public Service Consent Agenda items 1 through 14.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

11. Recommendation: That the Board take the following action regarding the proposed State of Florida, Department of Transportation, District 3 Applications for Multi-Modal Facilities:

    A. Approve submittal of Applications for the Florida-Alabama (FL-AL) Transportation Planning Organization (TPO) Transportation Alternatives Program (TAP) funds to design and construct the multi-modal facilities at the following two locations, which have the highest draft TPO Priority Scores (see attached):

        1. Sidewalks along Massachusetts Avenue from Mobile Highway (State Road [SR] 10) to Erress Boulevard - Commission Districts 2 & 3; and

        2. Sidewalks along Patricia Drive from Fairfield Drive (SR 727) to Santa Barbara Street - Construction - Commission District 1; and

    B. Authorize the Chairman or Vice Chairman to sign the Transportation Alternatives Program Projects Applications and the attached Resolution [R2019-116] or, should the Board choose different projects from the attached list, authorize staff to bring a revised Resolution to the Chairman or Vice Chairman for signature without further action of the Board.

    [Funding: No local funding match is required]

Motion: Move the balance **For information:** The "balance" refers to Technical/Public Service Consent Agenda items 1 through 14.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

12. Recommendation: That the Board approve the 2020 Board of County Commissioners' Meeting/Committee of the Whole Schedule, as submitted.

Motion: Move the balance **For information:** The "balance" refers to Technical/Public Service Consent Agenda items 1 through 14.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

13. Recommendation: That the Board approve the appointment of Susan Ashby to the Escambia County Health Facilities Authority, to serve the unexpired term of Linda Miragliotta, which ends on August 21, 2021, as requested by Virginia Yeagle, Administrator, Escambia County Health Facilities Authority.

    A General Alert was posted on the County's Website from November 6, 2019, to November 19, 2019, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia Health Facilities Authority. The letter from Virginia Yeagle on behalf of the Escambia County Health Facilities Authority is the only response that was received. Ms. Yeagle's letter and Ms. Ashby's Resume are provided for review.

Motion: Move the balance **For information:** The "balance" refers to Technical/Public Service Consent Agenda items 1 through 14.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

14. Recommendation: That the Board reappoint Richie L. Faunce to the Escambia County Value Adjustment Board to serve a one-year term, effective January 1, 2020, through December 31, 2020.

    A General Alert was posted on the County's Website from November 1, 2019, to November 14, 2019, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia County Value Adjustment Board (VAB).

    Mr. Richie L. Faunce has expressed his interest in being reappointed to the VAB and is the only resident who responded to the General Alert.

Motion: Move the balance **For information:** The "balance" refers to Technical/Public Service Consent Agenda items 1 through 14.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board approve and authorize a Purchase Order, in the amount of $84,399.84 to South Central Planning and Development Commission (SCPDC), for the use of the MyGovernmentOnline.org (MGO) Software Suite, for the period of October 1, 2019, to September 30, 2020. The cost will be divided between the Building Services Department and the Information Technology Department.

   [Funding: Fund 001, General Fund, Cost Center 270102, Information Systems - $42,199.92, and Fund 406, Building Inspections Fund, Cost Center 250111, Building Inspections Administration - $42,199.92]

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

2. Recommendation: That the Board take the following action:

   A. Amend the Boards action approving the Lease Agreement on October 3, 2019;

   B. Authorize the substitution of the version of the lease executed by the Perdido Key Area Chamber of Commerce, Inc., on September 9, 2019, in place of the earlier version that was inadvertently included with the Resolution and Recommendation from October 3, 2019; and

   C. Ratify the Chairman's Signature on Lease Agreement executed by the Perdido Key Area Chamber of Commerce, Inc., on September 9, 2019.

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Continued…

Rent is to be paid to the County in the amount of $1.00 per year.

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

3. Recommendation: That the Board approve the utilization of the second of two possible one-year renewal periods provided for under Section 2 of the Agreement for Inmate Dental Examinations, PD 16-17.060.

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

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board ratify the following December 5, 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 six Residential Rehab Grant Program Funding and Lien Agreements:

      1. The Agreements between Escambia County CRA and Chad and Catherine Anderson, owners of residential property located at 3 Glendower Court, 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 and central heating and air conversion;

      2. The Agreements between Escambia County CRA and Tommy Hardin, Sr., owner of residential property located at 203 Crescent Drive, Palafox Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, replacement roof;

      3. The Agreements between Escambia County CRA and Viner S. and Robert A. Lewis, owners of residential property located at 24 Archer Avenue, Englewood Redevelopment District, each in the amount of $3,700, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, central heating and air system conversion;

      4. The Agreements between Escambia County CRA and Marian F. Phillips, owner of residential property located at 25 Audusson Avenue, Barrancas Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement windows;

      5. The Agreements between Escambia County CRA and Evan E. Scott, owner of residential property located at 18 Archer Avenue, Englewood Redevelopment District, each in the amount of $2,652, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, replacement windows;

(Continued on Page 24)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Continued…

A. Continued…

6. The Agreements between Escambia County CRA and Alain P. Vachon and Donna T. Englehart, owners of residential property located at 502 East Sunset Avenue, Warrington Redevelopment District, each in the amount of $3,975, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof; and

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

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

5. Recommendation: That the Board take the following action concerning the award of Florida Department of Environmental Protection Grant Agreement No. DH006 for the Carpenter Creek Headwater Water Quality Improvements Project:

A. Approve the award of DEP Grant Agreement No. DH006, in the amount of $1,599,600, for the design, permitting, construction, and property acquisition of the Carpenter Creek Headwater Water Quality Improvements Project;

B. Authorize the Chairman to sign the Agreement and any future amendments related to no-cost time extensions, subject to Legal review and sign-off, without further action of the Board; and

C. Authorize staff to begin property acquisition due diligence associated with a parcel located at 725 East Olive Road as identified in the Grant Agreement.

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

(Continued on Page 25)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued…

Paragraph 23(d) of Attachment 1 states, "Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County."

[Funding: Fund 118, Gulf Coast Restoration Fund, new cost center to be determined at time of SBA approval. No local match required]

This project is located in Commission Districts 3 and 4.

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

6. Recommendation: That the Board take the following action concerning the award of Florida Department of Environmental Protection Grant Agreement No. DH012 Carpenter Creek Headwater Park Amenities Project:

A. Approve the award of DEP Grant Agreement No. DH012, in the amount of $423,120.00, for the design, permitting, and construction of the Carpenter Creek Headwater Park Amenities Project; and

B. Authorize the Chairman to sign the Agreement and any future amendments related to no-cost time extensions, subject to Legal review and sign-off, without further action of the Board.

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

Paragraph 23(d) of Attachment 1 states, "Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County."

(Continued on Page 26)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued…

[Funding: Fund 118, Gulf Coast Restoration Fund, new cost center to be determined at time of SBA approval. No local match required]

This project is located in Commission Districts 3 and 4.

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

7. Recommendation: That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, for the Fiscal Year 2019-2020, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as provided, for the Department of Natural Resources Management as follows:

Vendor/Contractor	Amount	Contract Number
Blue Arbor Staffing & Employee Screening, Inc. Vendor Number: 023818 Employment Services, Term Fund: 001 General Fund Cost Center 221001 - Water Quality Fund: 101 Restricted Fund Cost Centers: 220310 - Tree Fund Ordinance 220334 - Tree Mitigation 221018 - Nat'l Pollutant Discharge Fund: 108 Tourist Development Cost Center: 220805 Marine Resources	$180,000	Original Contract PD 17-18.055 Approved by BCC 8-2-2018 1st Renewal Through 8-17-2020 Approved by BCC 8-19-2019

(Continued on Page 27)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Continued…

Vendor/Contractor	Amount	Contract Number
Fund: 110 Other Grants and Projects Cost Centers: 221011 - Urban Forestry Grant 221026 - EPA Jackson Lake 221028 - NFWF Living Shoreline Fund: 117 Perdido Key Beach Mouse Fund Cost Center 220335 - Perdido Key Beach Mouse Fund: 118 Gulf Restoration Fund Cost Centers: 222002 - NFWF #45910 Bayou Chico 222004 - FWC15153 Artificial Reef 222007 - FDEP#RES04 Beach Haven II 222030 - RESTORE Planning Assistance		

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board take the following action concerning the Agreement for Professional Staff Services for Small Quantity Generator Program (SQG) by and between the Emerald Coast Regional Council (ECRC) and Escambia County, Florida:

   A. Approve the Agreement for Professional Staff Services for Small Quantity Generator Program (SQG); and

   B. Authorize the Chairman to sign the Agreement.

   [Funding: Fund 401, Solid Waste Fund; Cost Center 230306, SW Recycling; Object Code 53101, Professional Services]

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

9. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Ziel Scale, Inc., per the terms and conditions of PD 18-19.112, Scale Maintenance and Repair for Perdido Landfill and Palafox Transfer Station, in the amount of $40,000 (annually).

   [Funding:
   Fund 401, Solid Waste Fund, Cost Center 230307, SW Transfer Station; Object Code 54601, Repairs and Maintenance Services; $20,000; and
   Fund 401, Solid Waste Fund; Cost Center 230314, SW Operations; Object Code 54601, Repairs and Maintenance Services; $20,000]

(Continued on Page 29)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued…

An Invitation to Bid for PD 18-19.112, Scale Maintenance and Repair for Perdido Landfill and Palafox Transfer Station was publicly noticed to 34 registrants representing 26 firms via Vendor Registry on September 27, 2019. The solicitation was viewed by 22 firms and downloaded by 14.

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

10. 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, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, for the Parks and Recreation Department, as follows:

Vendor/Contractor	Amount	Contract Number
Bliss Products and Services, Inc. Vendor Number: 425792 Cypress Engineered Wood Fiber Chips for use as safety surfacing at Escambia County Playgrounds Fund: 353 (Local Option Sales Tax IV) Cost Center: 350221 (Parks Capital Projects)	$35,461.60	Vendor Registry Quote # PKS 10-9-19

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Recommendation: That the Board take the following action concerning a transfer of ownership from Southern Linc to Escambia County, of equipment located at the Escambia County North Site Microwave Tower:

    A. Approve and authorize the transfer of ownership; and

    B. Authorize the Chairman to sign a transfer letter and any subsequent related documents without further action of the Board.

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

12. 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, based upon previously-awarded Contracts or annual requirements for the Public Safety Department, as follows:

	Vendor	Amount	Contract/Description
A.	Stryker Sales Corporation Vendor Number: 195684 Annual LifePak 15 Renewal Maintenance Fund: 408 (EMS) Cost Center: 330302	$47,250	Original Equipment Manufacturer
B.	Stryker Sales Corporation Vendor Number: 195684 Annual CR Plus Renewal Maintenance Fund: 408 (EMS) Cost Center: 330302	$10,788	Original Equipment Manufacturer

(Continued on Page 31)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Continued…

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

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

13. Recommendation: That the Board authorize the issuance of a Fiscal Year 2019-2020 Purchase Order to Swagit Productions, LLC, of Plano, Texas for Video Streaming Services, in the amount of $27,600. This hosted solution will provide 24 hour a day, 7 day a week continuous streaming of the Escambia County Television Programing and on-demand video streaming of the Board of County Commissioners' (BCC) Meetings that are indexed to the published meeting Agendas.

[Funding Source: Funds are available in the current Budget, Fund 001, General Fund, Cost Center 270102, Object Code 54601]

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Recommendation: That the Board authorize the County Administrator to sign the BlueMedicare Group Master Agreement with Blue Cross Blue Shield of Florida, Inc. D/B/A Florida Blue and the Escambia County Board of County Commissioners for Escambia County's Group Medical Insurance.

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

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

15. Recommendation: That the Board take the following action concerning authorization for legal action related to defaulted tuition reimbursement expenses:

    A. Authorize the County Attorney's Office to file a small claims case against Shayna Rudolph, related to the default of her respective Reimbursement Obligation of educational 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 **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order 1, in excess of $50,000, adding funds for Stop Loss Insurance for the County's Self-Funded Health Insurance Plan:

Department:	Human Resources
Division:	Benefits
Type:	Addition
Amount:	$630,000
Vendor:	Stop Loss Insurance Services
Purchase Order:	200737
Change Order:	1
Original Award Amount:	$210,000
Cumulative Amount of Change Orders Through This Change Order:	$630,000
New Purchase Order Total:	$840,000

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

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

17. Recommendation: That the Board take the following action concerning the Fiscal Year 2019-2020 Miscellaneous Appropriations Agreements for Outside Agencies:

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

1. Emerald Coast Regional Planning Council f/k/a West Florida Regional Planning Council, in the amount of $21,289;

(Continued on Page 34)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Continued…

A. Continued…

2. Pensacola & Perdido Bays Estuary Program, in the amount of $15,000; and

3. Amended and Restated Miscellaneous Appropriations Agreement for James B. Washington Education & Sports, Inc. This amended and restated Agreement is intended to supersede in its entirety the previous Miscellaneous Appropriations Agreement executed on October 17, 2019. This Amendment is for clarification purposes only and will not in any way effect monthly payment allocations;

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

C. Authorize the approval of the necessary Purchase Orders.

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

18. Recommendation: That the Board adopt the Resolution [R2019-117] approving Supplemental Budget Amendment #007, Mass Transit Fund (104), in the amount of $61,569, to recognize the difference in funding from the Florida Department of Transportation (FDOT) between what is budgeted in the current year ($942,970) and the actual award ($991,517) for the Block Grant and the difference between what is budgeted in the current year ($434,059) and the actual award ($447,081) for the Davis Highway Corridor Grant, and to appropriate these funds to be used for operating expenses at Mass Transit.

(Continued on Page 35)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Continued…

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

19. Recommendation: That the Board adopt the Resolution [R2019-118] approving Supplemental Budget Amendment #011, General Fund (001), in the amount of $24,241, to recognize the Sheriffs off-duty officer, miscellaneous reimbursements/fees, auto repairs, public records and investigative costs, and to appropriate these funds back into the Sheriffs Administrative Budget, to offset operational expenses associated with providing law enforcement services in Escambia County.

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. Recommendation: That the Board adopt the Resolution [R2019-119] approving Supplemental Budget Amendment #015, Other Grants and Projects Fund (110), in the amount of $59,500, to recognize Agreement No. 19041 from the Florida Fish and Wildlife Conservation Commission (FWC) for the Escambia County Artificial Reef Construction 2019-2020. These funds will be used to construct a "Snorkeling Reef" in the Gulf of Mexico adjacent to the eastern boundary of Casino Beach on Pensacola Beach. No matching funds are required.

Motion: Move the balance **For information:** The “balance” refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add “Subject to legal sign-off” to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

21. Recommendation: That the Board adopt the Resolution [R2019-120] approving Supplemental Budget Amendment #016, Other Grants and Projects Fund (110), in the amount of $50,391, to recognize the remaining portion of the prior year Hazardous Materials Team grant (Contract #18-DS-X1-01-27-01 and #19-DS-X1-01-27-01-128) from the State of Florida Division of Emergency Management (FDEM), and to appropriate these funds for training the County's Hazardous Materials Response Team and sustaining its equipment.

Motion: Move the balance **For information:** The “balance” refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add “Subject to legal sign-off” to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Recommendation: That the Board take the following action concerning the surplus and sale of County-owned real property located at 1400 Blk Langley 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 located at 1400 Blk Langley Avenue; District 4; Account #: 03-3111-047; Reference #: 31-1S-30-2800-301-001; Property Appraiser's current assessed value: $1;

C. Make a factual determination, in accordance with Section 46.131 of the Escambia County 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 **For information:** The “balance” refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add “Subject to legal sign-off” to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

23. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Municipal Emergency Services, Inc., per the terms and conditions of solicitation PD 18-19.109, Escambia County Fire Rescue Bunker Gear for Escambia County Public Safety-Fire Rescue, for a period of one year, with options for up to two additional one-year renewals, for a total of thirty-six months, effective upon execution of the Agreement for an indefinite quantity, indefinite delivery contract for not-to-exceed amount of $350,000 for Fiscal Year 2019-2020.

    This solicitation was issued to 62 registrants in Vendor Registry representing 45 firms, 28 firms viewed the solicitation and 19 firms downloaded the solicitation. Five bid responses were received.

    [Funding: Fund 143, Fire Protection Fund; Cost Center 330206, Fire Department PD; Object Code 55201, Operating Supplies]

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

24. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Southern Road & Bridge, LLC, per the terms and conditions of PD 18-19.098, Bob Sikes Bridge Rehabilitation Project, for a lump sum of $4,297,269.

    This solicitation was noticed on July 29, 2019, via Vendor Registry to 63 registrants representing 50 firms. The solicitation was viewed by 68 firms and downloaded by 49 firms.

    (Continued on Page 39)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Continued…

[Funding: Fund 167, Bob Sikes Toll Bridge; Cost Center 140302, Bob Sikes Toll Operation & Maintenance; Object Code 56301, Improvements Other Than Buildings - $4,000,000.00; and
Fund 352, Local Option Sales Tax (LOST) III; Cost Center 210107, Transportation & Drainage; Object Code 56301, Improvements Other Than Buildings; Project #20EN4244 - $297,269.00]

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

25. Recommendation: That the Board take the following action regarding Contract PD 16-17.081, General Paving and Drainage Pricing Agreement:

A. Approve the second (final) one-year renewal, effective retroactive to December 1, 2019, and valid through November 30, 2020, for the Unit Price Contract, PD 16-17.081, General Paving and Drainage Pricing Agreement, for each of the following firms, accepting those price changes as indicated in the provided documents;

1. Allsouth Construction Services, LLC;
2. B & W Utilities, Inc.;
3. Chavers Construction, Inc.;
4. Gulf Atlantic Constructors, Inc.;
5. Gulf Marine Construction, Inc.;
6. Heaton Brothers Construction Company, Inc.;
7. J. Miller Construction, Inc.;
8. Midsouth Paving, Inc.;
9. Panhandle Grading & Paving, Inc.;
10. Principle Properties, Inc.;
11. Roads, Inc. of NWF;
12. Site and Utility, LLC; and
13. Utility Service Company, Inc.

(Continued on Page 40)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

25. Continued…

B. Authorize the Agreement for use by various Departments, and utilize the accepted Bid Form Price Listing and Balance of Line Items as defined within the Special Terms and Conditions of the Solicitation to determine the lowest bid for a project; and

C. Authorize the issuance of individual or blanket Purchase Orders by all Departments/Divisions, in accordance with Chapter 46 of the Escambia County Code of Ordinances, during Fiscal Year 2019-2020.

[**Fund** 175, Transportation Trust Fund; Cost Centers 211201 - Traffic Operations, 211602 - Engineering/Infrastructure, & 211101 - Engineering Admin;
Fund 182, Master Drainage Basin Fund; Cost Centers 210719-210736 - Master Drainage Basins I-XVIII;
Fund 352, LOST III; Cost Centers 210107 - Transportation & Drainage, & 350229 - Parks Capital Projects;
Fund 353, LOST IV; Cost Centers 210106 - Transportation & Drainage, & 350221 - Parks Capital Projects;
Fund 167, Bob Sikes Toll Fund; Cost Centers 140301 - Bob Sikes Toll Admin, & 140302 - Bob Sikes Toll Operation & Maintenance.]

Projects are limited to $250,000 each and the pricing Agreement budget limit is $2 Million for all vendors as approved by the Board on October 17, 2019. Anything over those limits will require additional Board approval.

Motion: Move the balance **For information:** The “balance” refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add “Subject to legal sign-off” to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

26. Recommendation: That the Board approve and authorize the County Administrator to execute the Agreement between Escambia County, Florida, and DPZ CoDESIGN, LLC, per the terms and conditions of PD 17-18.105, OLF-8 Master Plan for a Base Rate of $1,159,7577, Expenses, not-to-exceed (NTE) $75,000 and Optional Services, NTE $88,750.

    [Funding: Fund 352, LOST III, Cost Center 110267, Object Code 53101 (funded by Navy Federal Credit Union through a Memorandum of Understanding, excluding $60,000 for optional Land Valuation/Appraisal)]

    Requests for Letters of Interest, PD 17-18.105, OLF-8 Master Plan, were publicly noticed on March 11, 2019, to 180 known firms. Responses were received from eight firms on April 11, 2019. The Selection/Negotiation Committee Short-Listed to three firms on April 22, 2019.

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

27. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Sterns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers) per the terms and conditions of PD 18-19.094, Perdido Landfill Onsite Leachate Treatment Options for $62,191 for a Feasibility Study and allow the Selection/Negotiation Committee to negotiate and bring to the Board for approval Design Fees based on the results of the Feasibility Study.

    [Funding: Fund 401, Solid Waste Fund, Cost Center 230315, Object Code 56301]

    (Continued on Page 42)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

27. Continued…

Requests for Letters of Interest, PD 18-19.094, Perdido Landfill Onsite Leachate Treatment Options were publicly noticed on July 29, 2019, to 126 known firms. Responses were received from three firms on August 19, 2019.

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

28. Recommendation: That the Board take the following action:

A. Review and approve the final renewal for Contract PD 16-17.083 (Signal Response Maintenance) with Ingram Signalization, Inc., for 12 months, effective February 7, 2020; and

B. Authorize the County Administrator to sign any documentation necessary to permit the 12-month Contract renewals.

[Funds are available in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601, and Fund 167, Bob Sikes Toll Facility, Cost Center 140302, Object Code 54601]

Motion: Amend that the funds are only coming from the 175 Transportion Fund, approve A and B deleting the reference to Bob Sikes.
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

29. Recommendation: That the Board approve the reallocation of funds from Fund 352, Local Option Sales Tax (LOST) III, Cost Center 220102, (Neighborhood & Environment Services Department-NESD), in the amount of $1,200,681, to the following projects:

FROM:

Project#	Description	District	Amount
12NE1708	Brownfield Redevelopment	8	$299,579
08NE0058	Redevelopment Property Acquisition/Mobile Hwy. and Navy Point Center	8	$378,602
10NE0018	CRA Sewer Expansion: Beach Haven, Bellshead, Mobile Hwy, & Englewood	8	$522,500
	Total CRA PROJECTS		**$1,200,681**
	Grand Total to Transfer		**$1,200,681**

TO:

Project #	Description	District	Amount
TBD	Lee Street Sidewalk & Sewer/Ensley Gateway Park Beautification & Improvement/Avery St Sidewalks/additional Capital Improvement Projects	3	$1,200,681
	Grand Total		**$1,200,681**

[Funding Source: Fund 352, "Local Option Sales Tax III," Account 220102, NESD/CRA]

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

30. Recommendation: That the Board approve the funding of $1,000 to Five Flags Sertoma Club "Food Baskets for the Needy", 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: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

31. Recommendation: 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.

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Recommendation: That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 4960 Kimberly Drive:

A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement, between Escambia County, Florida; Mike Motes Builders, LLC, Contractor; and Robert Ruais, Owner; per the terms and conditions of S-R-2020-1, NED SHIP Single Family Housing Repair Project for Robert S Ruais, for a base bid of $42,725, for rehabilitation of 4690 Kimberly Drive; and

B. Authorize the issuance of a Purchase Order.

[Funding: Fund 120/2018 SHIP, Cost Center 370205, $28,900; Fund 124/Affordable Housing, Cost Center 370290, $13,825]

Motion: Move the balance **For information:** The “balance” refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add “Subject to legal sign-off” to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

33. 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, as follows:

	Vendor/Contractor	Amount	Contract Number
	The Transition House, Inc.Vendor Number:Residential Substance Abuse Treatment ProgramFund: 111 (Detention/Jail Commissary)Cost Center: 290406(Detention/Jail Commissary)Amount: $100,000	$100,000(RSAT Grant $75,000, County $25,000)	PD 18-19.073

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

34. Recommendation: That the Board approve funding, in the amount of $1000, from Commissioner May's Discretionary Fund to sponsor the Pensacola Delta Enrichment Center Debutante Cotillion Ball.

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

Motion: Move the balance **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 34, with the exception of item 28 which was held for a separate vote, as amended to drop item 31 and to add "Subject to legal sign-off" to item 26. Item 35 was also voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Underhill having left the meeting.

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 Amendment of Agreement for PD 16-17.068, Re-Solicit Operator for Paratransit Services between Escambia County, Florida, and Innovative Transport and Logistics Solutions, LLC, in the amount of $200,000, for year three of the original Agreement in order to offset the increase in vehicle insurance costs to be paid in monthly reimbursements retroactive to October 1, 2019.

[Funding: Fund 104, Mass Transit, Cost Center 320401, Object Code 53401/56404]

Motion: Move number 35 in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Barry abstaining and filing Form 8b Memorandum of Voting Conflict for County, Municipal, and Other Public Officers

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. My Brothers and Sisters, in the amount of $2,500;

B. Men's Barn Meeting, Inc., in the amount of $4,000;

C. Pace Center for Girls, in the amount of $25,000;

D. Junior Achievement of Northwest Florida, Inc., in the amount of $10,000; and

E. A Will & Way, Inc., 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.

(Continued on Page 48)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

1. Continued…

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

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill having left the meeting.

2. Recommendation: That the Board consider approval of an Interlocal Agreement between Escambia County Board of County Commissioners and the City of Pensacola that allows Escambia County to assume ownership, operation, and maintenance of the school zone beacons within the city limits.

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill having left the meeting.

3. Recommendation: That the Board take the following action to give further direction regarding the acquisition of real property located in the 7600 Block of Winodee Drive, owned by Gulf Timberlands, Inc.:

   A. Authorize the purchase of real property located in the 7600 Block of Winodee Drive, totaling approximately 5.23 acres, from Gulf Timberlands, Inc., for the owner's counteroffer of $108,208.70 (appraised value is $72,700) or some other amount; and

   B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 5.23 acres), located in the 7600 Block of Winodee Drive, and bring the executed Contract back before the Board.

   The real property is located in Commission District 4.

(Continued on Page 49)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Continued…

[Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0028, Environmentally Sensitive Lands]

Motion: Motion to approve the purchase of real property located in the 7600 Block of Winodee Drive for the owner's counter offer of $108,208.70 and authorize staff to draft the Contract for Sale and Purchase of the acquisition of real property approximately 5.23 acres located in the 7600 Block of Winodee Drive and bring the executed Contract back before the Board.
Made by: Commissioner Bender **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0 with Commissioner May not yet in attendance
Speaker(s): Mike Duren

4. Recommendation: That the Board take the following action concerning a reappointment, or an appointment to the Area Housing Commission:

A. Reappoint John Carrell to serve another four-year term, effective December 18, 2019, through December 17, 2022; or

B. Appoint one of the following candidates to serve a four-year term, effective December 18, 2019, through December 17, 2022:

1. Jackie Garrick; or

2. Kathleen H. Crook.

Ms. Garrick and Ms. Crook responded to the General Alert posted on the County's website from November 1, 2019, to November 14, 2019, to seek residents interested in volunteering to be considered for an appointment on the Area Housing Commission.

Motion: Move the item to accept the vote for John Carrell.
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

5. Recommendation: That the Board confirm Chairman Steven Barry's annual appointments to Boards and Committees on which Commissioners serve, as submitted, and as follows:

- Area Housing Commission – Commissioner May (The appointment in 2017 was effective 11-30-2017 through 11-29-2021, as required by Chapter 80-578, the Special Act creating the Area Housing Commission)
- Greater Pensacola Chamber Board of Directors (1) – Commissioner Bergosh
- (Note: The Chamber Bylaws Require the Chairman or Chairman's Designee Serve on this Board.)
- Circuit One Juvenile Justice Circuit Advisory Board – Commissioner May was appointed in January 2014 to serve for as long as he holds Office or at his discretion. (Note: The BCC does not make appointments to this Board. Appointments are made by the Circuit One Juvenile Justice Circuit Advisory Board. There are no term limits.)
- Community Action Program Committee, Inc. (1) – Commissioner May
- Community Drug & Alcohol Commission (1) – Commissioner May
- Community Enterprise Investments, Inc. (1) – Commissioner May
- Council on Aging (1) - Commissioner May was appointed to serve through December 2019 by the Council on Aging at their meeting on December 17, 2017. (Note: Appointments to this Committee are made by the Council on Aging, not by the BCC Chairman. The Council on Aging will determine the 2020 appointee at its meeting on December 12, 2019.
- Downtown Improvement Board (1) – Commissioner Bender - (Note: The Board voted at the February 21, 2019, BCC Meeting to appoint Commissioner Bender to serve on the Downtown Improvement Board for calendar year 2019.)
- Early Learning Coalition of Escambia County (1) – Christina L. Doss is Commissioner Barry's designee through 2019.
- Escambia County Transportation Disadvantaged Coordinating Board – Commissioner May (2020)
- Extension Council-Escambia County (1) – Commissioner Barry
- Florida-Alabama Transportation Planning Organization (All 5 Commissioners)
- (Note: Formerly Transportation Planning Organization/Metropolitan Planning Organization)
- Gulf Consortium – (1) Commissioner Bender, Primary Appointee (2) Commissioner Barry, Alternate Appointee
- Juvenile Justice Council (1) – Commissioner Bender
- Military Affairs Committee (1) – Commissioner Bergosh

(Continued on Page 51)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

5. Continued…

- Northwest Florida Regional Transportation Planning Organization – Commissioner Bergosh (2020). The FL-AL TPO appointed Commissioner Bergosh at their December 14, 2016, meeting to serve through 2020, to replace Commissioner Underhill. (Commissioner Underhill was appointed by the FL-AL TPO at their meeting on December 10, 2014, to replace the seat vacated by Commissioner Valentino; however, Commissioner Underhill recommended at the December 8, 2016, BCC Meeting that Commissioner Bergosh be appointed for the remainder of his term.) (Note: The Florida-Alabama TPO makes appointments to this organization – On January 18, 2012, an amendment was made to the Northwest Florida Regional TPO's bylaws allowing members to serve through the duration of their elected office.)
- Pensacola and Perdido Bays Estuary Program Policy Board – (2) Commissioner Bender and Commissioner Underhill. (This Board, which was established by the Pensacola and Perdido Bays Estuary Program Interlocal Agreement, replaces the Bay Area Resource Council.)
- Pensacola-Escambia Development Commission (2) – Commissioner Barry calendar years 2019 and 2020. Commissioner Bender calendar years 2021 and 2022. (Note: Each Commissioner is appointed for staggered two-year terms.)
- Public Safety Coordinating Council-Escambia County (1) – Commissioner May
- Resource, Conservation & Development Council (1) – Commissioner Barry
- Tourist Development Council (1) – Commissioner Bender
- Value Adjustment Board (2) – Commissioner Barry & Commissioner Bergosh
- West Florida Regional Planning Council (2) – Commissioner Barry & Commissioner Underhill

Motion: Move the item
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried 4-0 with Commissioner Underhill having left the meeting.

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

6. Recommendation: That the Board discuss the following items related to the Bob Sikes Toll Plaza and provide direction/approval for each item:

   A. Discuss converting the Bob Sikes Toll Plaza to full All Electronic Tolling (AET); and

   B. Approve issuing a Purchase Order to DRMP, Inc., on Contract PD 02-03.079 "Professional Services", in the amount of $24,615, for an All Electronic Tolling Signing and Pavement Marking Design.

   [Funding Source: Fund 167, Bob Sikes Bridge Toll Fund", Cost Center 140302]

Motion: To approve issuing a purchase order to DRMP, Inc. on Contract PD 02-03.079 “Professional Services,” in the amount of $24,615, for an All Electronic Tolling Signage and Pavement Marking Design. I would also like to ask the Board that we do convert the toll to all electronic tolling. If it is not able to be completed prior to Spring Break that we do go back to the method that we were using this summer to make sure that we’re able to have a smooth spring break and depending on when the project will be completed.
Made by: Commissioner Bender **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0 with Commissioner May not yet in attendance
Speaker(s): Francis Hinely, Barbara Mayall, Michael Bearden, Michael Waters, Ron Helms, Larry Downs, Jr., Melissa Pino, Kevin Wade, Bob Lembcke, Sarah Randolph, Jerry McIntosh, Nancy Hagman, Dianne Krumel, Glenn Conrad, Ramona Brady, Liz Hewson, Patsy Roark, Julie Ritchie, Ellison Bennett, Tony R. McCray, Jr., Fred Gant, Sherri Myers, James Mayall, Larry Williams, Lorrie Newman

COUNTY ATTORNEY’S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board approve and authorize the Chairman to sign the Navy Federal Memorandum of Agreement (MOA), to address job creation by NFCU as a precondition to closing on approximately 98 acres at the OLF-8 site.

For information: The Board agreed to bring the Agreement back at a to-be-noticed meeting on 12/12/2019 to allow time to receive additional information from Navy Federal Credit Union.
Disposition: No action taken
Speaker(s): Bill Pearson, Adam Cobb

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

2. Recommendation: That the Board adopt a Resolution [R2019-121] ratifying participation in a joint public meeting on December 4, 2019, with the City Council of the City of Pensacola.

Motion: Move both items **For information:** The motion is for the County Attorney's Report Action Items 2 and 3.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill having left the meeting.

3. Recommendation: That the Board take the following action:

A. Approve a proposed settlement reached with counsel for Mr. and Ms. Moye for the sum of $45,000.00 to be paid to Tonia Moye and Christopher Moye and their attorneys in exchange for a general release, hold harmless agreement and Medicare addendum, together with a stipulation for dismissal with prejudice, and;

B. That the Board authorize the County Attorney Office to execute a stipulation for dismissal with prejudice once the general release, hold harmless agreement and Medicare addendum is executed and delivered to the County Attorney office and settlement and payment is made.

Motion: Move both items **For information:** The motion is for the County Attorney's Report Action Items 2 and 3. This item is concerning Tonia and Christopher Moye v. Escambia County and Cantonment Football Club, Case No. 2018 CA 000929.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill having left the meeting.
Speaker(s): None

ITEMS ADDED TO THE AGENDA – COMMISSIONER DOUGLAS B. UNDERHILL

1. Recommendation: That the Board approve and authorize the Chairman to sign the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC) Agreement No. 19142 relating to the Derelict Vessel Removal Grant for Fiscal Year 2019-2020 which provides up to $3,300 in grant funding from FWC combined with Escambia County's required match/cost share of 25% or at least $1,100 of the total project cost.

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

   - Paragraph 29, SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE, (page 17 of 20), last sentence, "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."
   - Paragraph 31, JURY TRIAL WAIVER, (page 18 of 20), "As part of the consideration of this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this agreement, including but not limited to any claim by the Grantee of *quantum meruit*."

   [Funding Source: Fund 110, Other Grants and Projects, Cost Center 220339, Derelict Vessels Grant, $3,300; Fund 110, Other Grants and Projects, Cost Center 220807, Vessel Registration Fees will fund the required match/cost share of 25% or at least $1,100 of the total project cost]

Motion: Move that we approve his [Commissioner Underhill's] item
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried 4-0 with Commissioner Underhill having left the meeting.

ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1. Recommendation: That the Board approve funding in the amount of $500.00 from Commissioner May's Discretionary Fund to sponsor Booker T. Washington High School Girls' Basketball.

Motion: Move two at the same time **For information:** This motion is in reference to Commissioner May's add-on items 1 and 3.
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill having left the meeting.

ITEMS ADDED TO THE AGENDA – COMMISSIONER MAY - Continued

2. Recommendation: That the Board approve funding in the amount of $500.00 from Commissioner May's Discretionary Fund to My Brothers and Sisters to sponsor a community reunion.

Disposition: No action taken

3. Recommendation: That the Board approve funding in the amount of $1,500.00 from Commissioner May's Discretionary Fund to sponsor Christmas events for local elementary schools.

Motion: Move two at the same time **For information:** This motion is in reference to Commissioner May's add-on items 1 and 3.
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill having left the meeting.

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Recommendation: That the Board approve the funding of $1,000 for POE in Action, Inc. – "Veterans Support Event," from Commissioner Jeff Bergosh's discretionary money.

   [Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 5820]

Motion: $1000 from my discretionary funds for POE in Action for Veterans Support Event on January 29 at the Artel Gallery
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill having left the meeting.

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Recommendation: That the Board approve the Out-of-County travel request for Commissioner Robert Bender, District 4, to visit Singapore with ST Engineering for the Singapore Air Show and the ST Engineering Dinner Reception, February 11-14, 2020.

Motion: Motion that the Board approve the out-of-county travel request for Commissioner Robert Bender, District 4, to visit Singapore with ST Engineering Aerospace for the Singapore Air Show and the ST Engineering Dinner Reception, February 11-14, 2020. **For information:** The Board discussed working with County Administration to cap the out-of-pocket expenses to the County
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried 3-0 with Commissioner Underhill having left the meeting and Commissioner Bender abstaining and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers.

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Regular Meeting of the Board of County Commissioners adjourned at 9:56 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: January 7, 2020

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

DECEMBER 12, 2019

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
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

Absent: Commissioner Douglas B. Underhill, District 2

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

Minutes prepared by: Krykyt Fisher

AGENDA NUMBER

1. Call to Order

   Chairman Barry called the Special Meeting of the Board of County Commissioners to order at 9:02 a.m.

2. Proof of Publication

   The Board was advised by DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office, that the meeting was advertised in the *Pensacola News Journal* on December 7, 2019.

   The Board observed a moment of silence. Commissioner Barry led the Pledge of Allegiance to the Flag.

3. Adoption of the Agenda

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

Motion: So moved
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent.

AGENDA NUMBER - Continued

FOR INFORMATION: The Board held a brief Commissioners' Forum and Public Forum.

Speaker(s): Melissa Pino

4. Recommendation: That the Board approve and authorize the Chairman to sign the Navy Federal Memorandum of Agreement (MOA), to address job creation by NFCU as a precondition to closing on approximately 98 acres at the OLF-8 site.

Motion: Approve and authorize the Chairman to sign the Navy Federal Memorandum of Agreement, to address job creation by NFCU as a precondition to closing on approximately 98 acres at the OLF-8 site
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent.

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Special Meeting of the Board of County Commissioners adjourned at 10:42 a.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: January 7, 2020

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

DECEMBER 12, 2019

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Lumon J. May, District 3
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

Absent: Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2

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

Report prepared by: DeLana Allen-Busbee

AGENDA ITEMS

1. Call to Order

   Chairman Barry called the Committee of the Whole (C/W) Workshop to order at 10:51 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised by DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office, that the meeting was advertised in the *Pensacola News Journal* on December 6, 2019, in the Board's weekly meeting schedule.

AGENDA ITEMS – Continued

3. Environmental Injustice

A. Board Discussion – The C/W viewed and discussed a PowerPoint presentation, which was also provided in hard copy, entitled *Environmental Issues Affecting Communities in Escambia County, FL*, presented by Dr. Calvin Avant, Unity in the Family (UFM) Executive Director; Pastor Timothy Grier, UFM Community Engagement Coordinator; Lafanette Soles-Wood, UFM Research Cluster Lead; and Monique Harden, Attorney for Deep South Center for Environment Justice, and the C/W:

(1) Was advised by Dr. Avant that:

- UFM is a non-profit organization dedicated to achieving environmental justice
- UFM serves the Wedgewood, Olive Heights, and Rolling Hills communities
- The organization's work is focused on the needs identified by residents living in communities burdened by 6 borrow pits and 11 unlined landfills
- UFM utilizes a citizen science approach by training members of the community to research and understand the issues facing their neighborhoods through methods such as asset mapping, community health surveys, and environmental justice screening for demographic indicators
- UFM requests that the Board of County Commissioners give greater attention to the environmental issues impacting Wedgewood, Olive Heights, and the Rolling Hills communities, as well as the surrounding areas

(2) Was advised by Ms. Harden that:

- UFM is a member of the HBCU-CBO (Historically Black Colleges/Universities-Community Based Organizations) Gulf Coast Equity Consortium
- The Consortium works with Pensacola, FL; Mobile, AL; Gulfport, MS; New Orleans, LA; and Houston, TX to research environmental impacts and work toward solutions
- The Consortium supports community-driven research and solutions surrounding environmental justice

(3) Was informed by Ms. Soles-Wood that the area of concern includes the Wedgewood, Olive Heights, and Rolling Hills communities and surrounding areas, approximately 3,200 residents are impacted, and various health issues have been linked to environmental concerns, both for herself, and other citizens;

(Continued on Page 3)

AGENDA ITEMS – Continued

3. Continued…

A. Continued…

(4) Was advised by Dr. Avant that:

- There are six borrow pits and 11 landfills inside and surrounding the communities which lead to cumulative effects on the health of residents
- Interstate 10 and Highway 29 also border two sides of the community, with trucks passing through carrying particulate matter leading to respiratory and cancer risks related to air pollution from the particulates and the vehicular pollution
- Air pollutants and eye/skin contact appear to be the primary routes of exposure, water has a limited effect on mitigating the risks, and there are long-term health effects that cannot be seen or understood right away

(5) Heard comments from Pastor Grier regarding Bayou Marcus, shallow groundwater flow characteristics, and the risk of off-site migration of contaminants;

(6) Was advised by Dr. Avant that UFM recommends the Commissioners consider an Ad Hoc Committee of concerned residents and experts to develop recommended actions to implement in order to achieve equitable outcomes for residents and communities affected by air and water pollution;

(7) Was advised by Commissioner May that the Board is sensitive to environmental justice issues and upon his request, heard comments from Director Chips Kirschenfeld, Natural Resources Management, that the air quality has been monitored for five years and that he would be happy to share the information with UFM as well as serve on the Ad Hoc Committee; and

(8) Heard comments of support from Commissioner Barry and Commissioner Bender for moving forward with working with the Administrator to discuss the formation of the Committee and was advised by Commissioner May that he plans to sit down with the group by February; and

B. Board Direction – None.

AGENDA ITEMS – Continued

4. P3 Proposal and Needs Analysis

The Board agreed to discuss this item, as well as a draft Ordinance of the 5th cent for the Tourist Development Council, at the Committee of the Whole on January 16, 2020.

5. Escambia County Disability Awareness Committee Annual Report

A. Board Discussion – The C/W:

(1) Heard an update on the Escambia County Disability Awareness Committee's Annual Report from Kathy Wilks, including the following information:

- The Committee has undertaken a review of the County Ordinances to ensure that the language speaks to all citizens in the County in a manner that is respectful and does not appear discriminatory or demeaning to persons with disabilities
- The Committee is short members from Districts 2 and 3
- Several speakers from County departments have come to explain their programs and how they work, which helps the Committee understand who to speak to regarding problem areas, such as bus stops
- County Administrator Gilley is working with the Committee to discuss setting up on-the-job training for persons with disabilities
- The Committee worked with Paolo Ghio from the Santa Rosa Island Authority (SRIA) to ensure the mobi-mats for beach wheelchair access are working well
- Committee members are currently being assigned to attend meetings of different County groups to offer assistance and support and are also working with Administrator Gilley to resolve issues with publishing important information on the County's web site

(2) Discussed ADA compliance and potential options for the County's website;

(3) Heard additional information on the beach mats from Commissioner Bender, including how they are used on the Gulf side versus the sound side and getting down to the water from the mats;

(4) Was advised by Commissioner Barry that he would like to see on-the-job training revisited with leadership, as consistently having a few trainees would serve the public good;

(Continued on Page 5)

AGENDA ITEMS – Continued

5. Continued…

A. Continued…

(5) In response to inquiry from Commissioner May, was advised by Tim Day, Environmental Programs Manager, that:

- As part of the RESTORE act there is a needs assessment, and on Pensacola Beach the areas being targeted for mobi-mats are where there are already upland facilities that are ADA accessible
- The chair utilized to access the water will have a website with an online reservation system for the chair to be delivered and picked up
- Previous beach chairs had a life span of 3-5 years, but the engineering firm is evaluating current available products and will recommend the best for ease and durability
- The mats are durable and less expensive than dune walkover maintenance

(6) In response to inquiry from Commissioner Barry, was advised by Commissioner Bender that the SRIA acquired and placed the mats, but with the Public Works department assisting with the chair placement and return there will be some maintenance that comes with their involvement to extend the life of the chair as he expects it will be checked regularly for defects;

(7) Was advised by County Administrator Gilley that the mats are cost-effective, with about 400 feet costing around $5,000;

(8) Was advised by Commissioner Barry that he does not see this as only an Island Authority issue or a RESTORE funding issue and is supportive of other sources of funds;

(9) Heard comments from Commissioner Bender on other benefits of the mats, including the fact that they can be rolled up prior to a storm, with little time and effort to put them back out for use;

(10) Was advised by Mr. Day that the County currently pays for dune walkover maintenance, and the mobi-mats are less expensive in construction and maintenance;

(11) Upon inquiry from Commissioner Barry, was advised by Commissioner Bender that working toward mobi-mats instead of dune walkovers was the plan and mats are currently at Park West, Mom’s Beach, Baby Beach, on the sound side; and

(Continued on Page 6)

AGENDA ITEMS – Continued

5. Continued…

   A. Continued…

      (12) Discussed getting the word out on how accessible the beach is, improving the beach with TDT money, and how accessibility, among other amenities such as dog parks, can influence a family's vacation plans; and

   B. Board Direction – None.

6. Adjourn

   Chairman Barry declared the C/W Workshop adjourned at 11:48 a.m.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17247 **Growth Management Report 10. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 01/07/2020
Issue: 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, SSA-2019-03
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, SSA-2019-03

That the Board of County Commissioners (BCC) review and approve an Ordinance amending the Comprehensive Plan, Chapter 7, 2030 Future Land Use (FLU) map, SSA-2019-03, changing the FLU category of a parcel located on Louisiana Drive, Parcel Number 15-2S-30-6200-041-010, totaling 0.41 (+/-) acres, from Commercial (C) to Mixed Use Urban (MU-U).

BACKGROUND:

The small-scale amendment to the future land use (FLU) map of Escambia County proposes to change the FLU category of a 0.41 (+/-) acres parcel from Commercial (C) to Mixed-Use Urban (MU-U). The parcel is currently developed and surrounded by residential and non-residential uses. The amendment is proposed to eliminate the Commercial FLU-based restriction on the subject parcel that allows residential development only when secondary to commercial development. The proposed FLU change would expand an existing adjoining area of MU-U to include the parcel.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is required by Comprehensive Plan policies to "designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas." Amendment of the FLU Map to designate such land uses requires public hearing review and recommendation by the Board prior to approval by the BCC.

IMPLEMENTATION/COORDINATION:

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

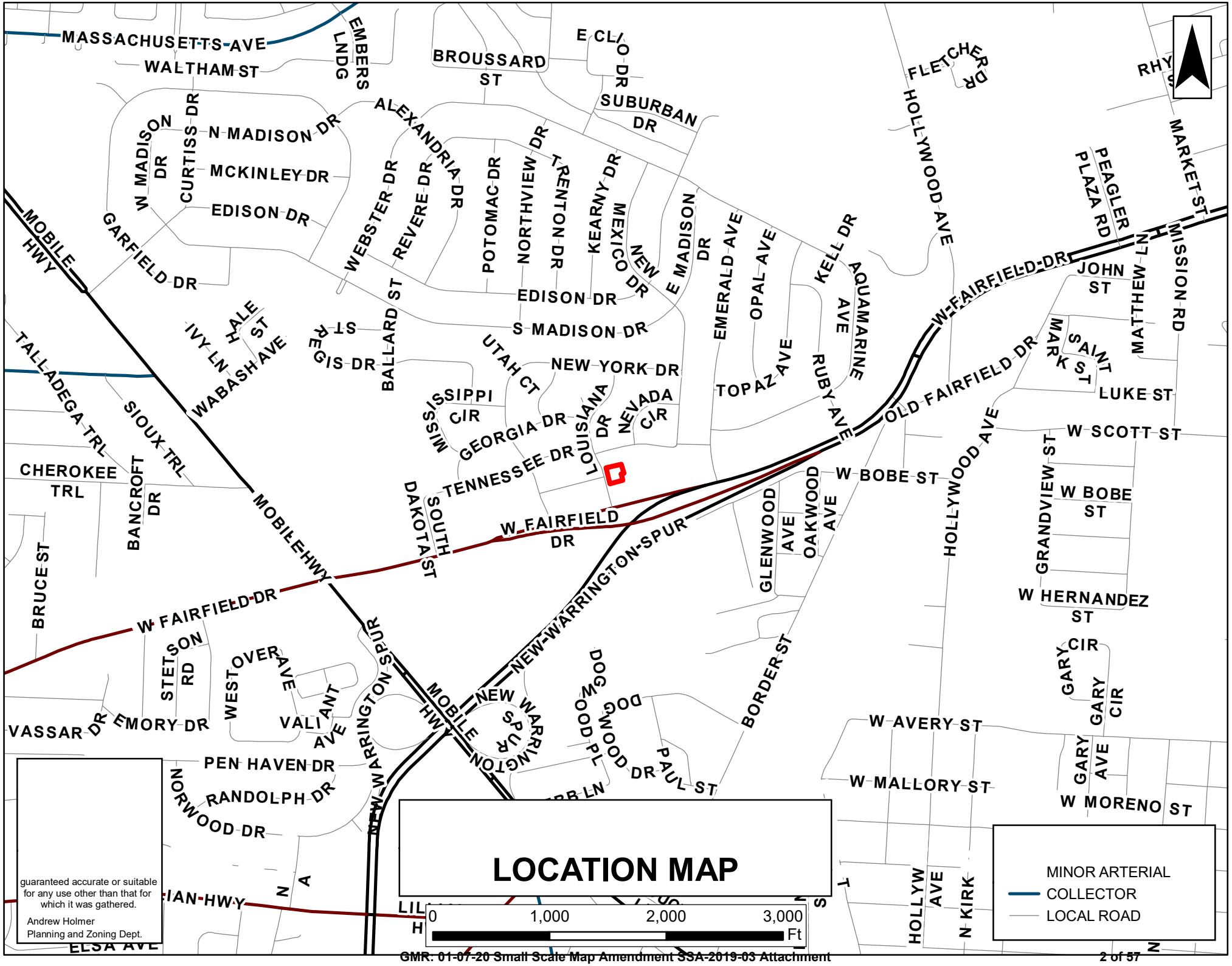
Implementation of this Ordinance will consist of an amendment to the FLUM and distribution of a copy of the adopted Ordinance to staff and interested citizens.

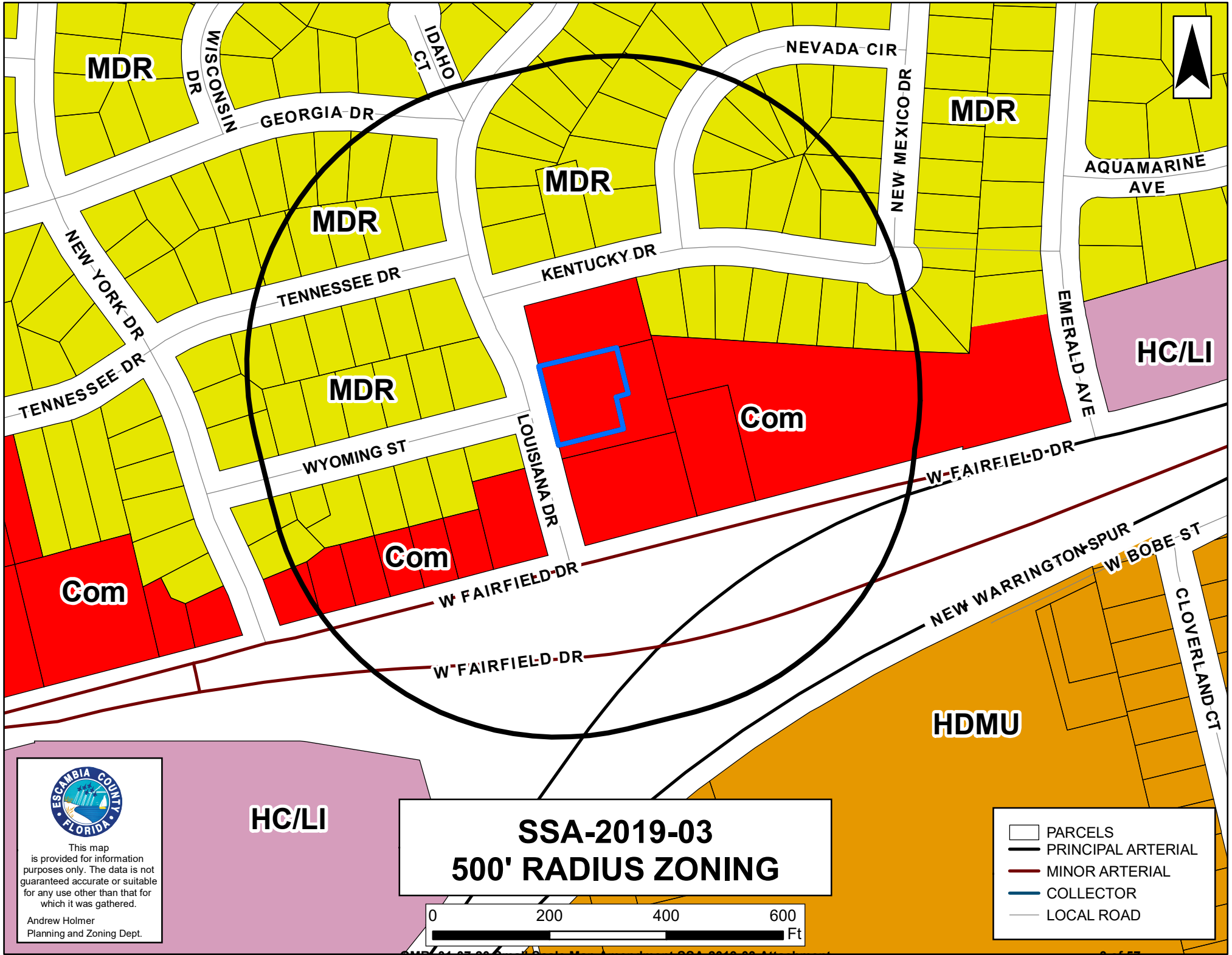
The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

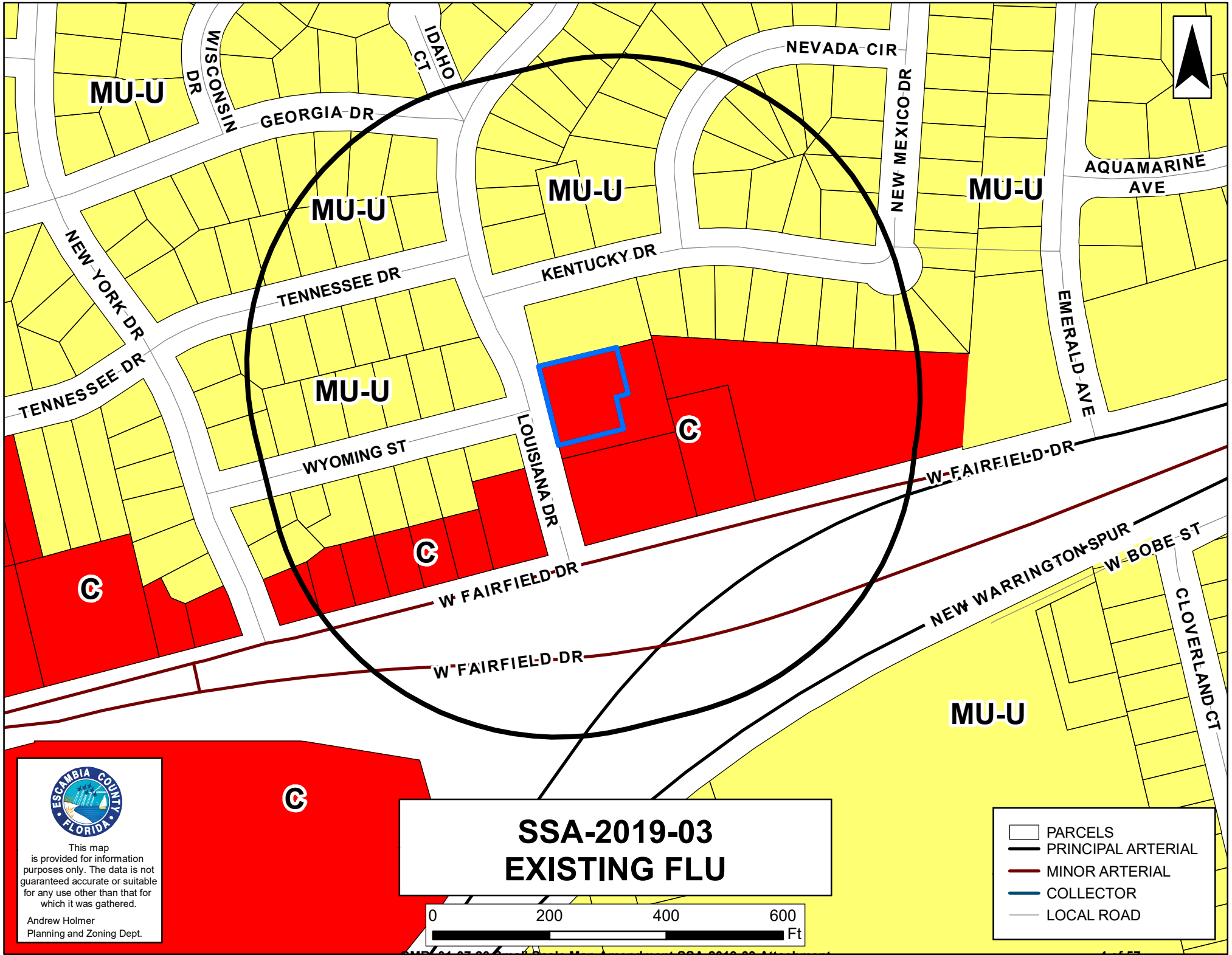
Attachments

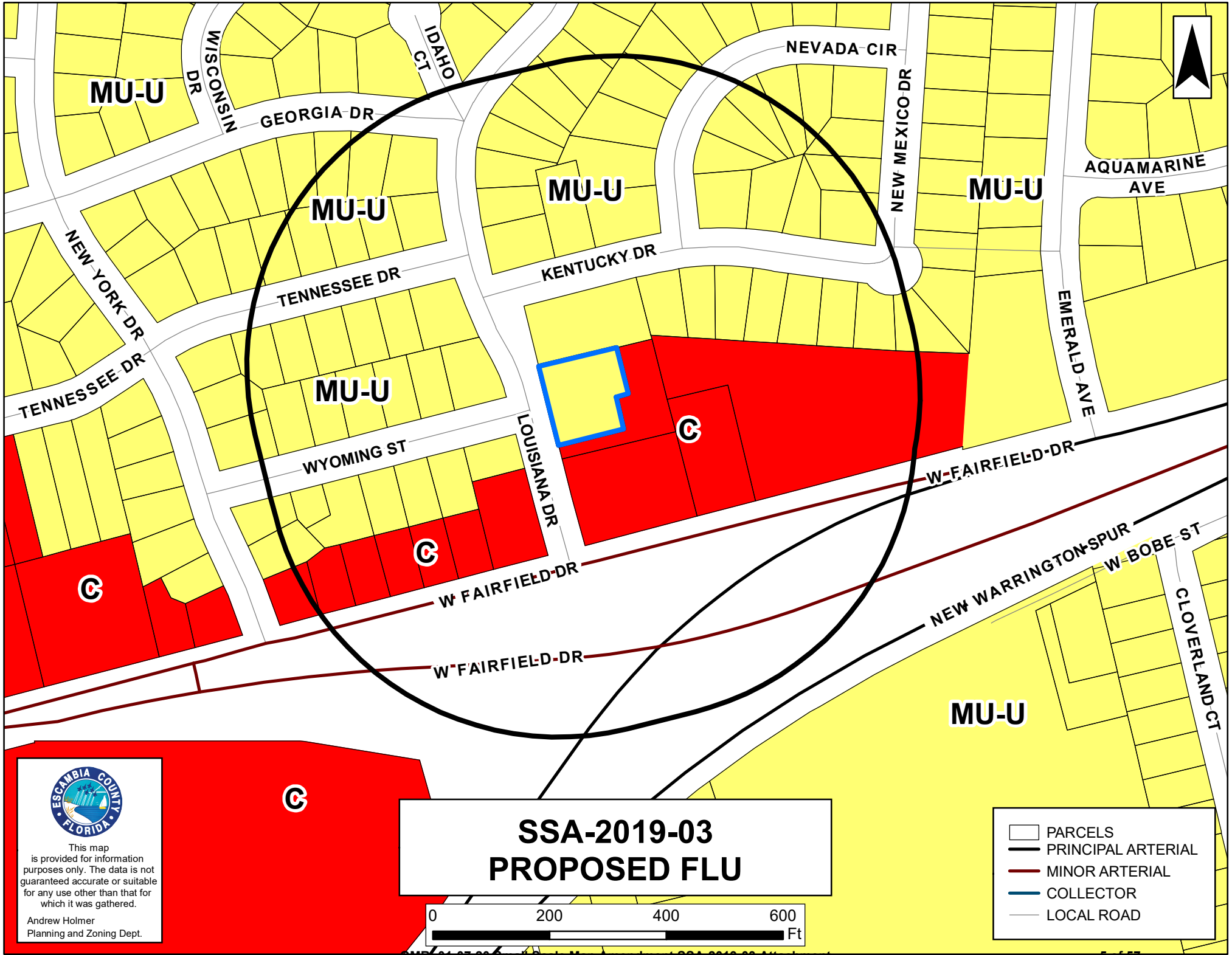
Working Case File
Draft Ordinance
Clean Ordinance

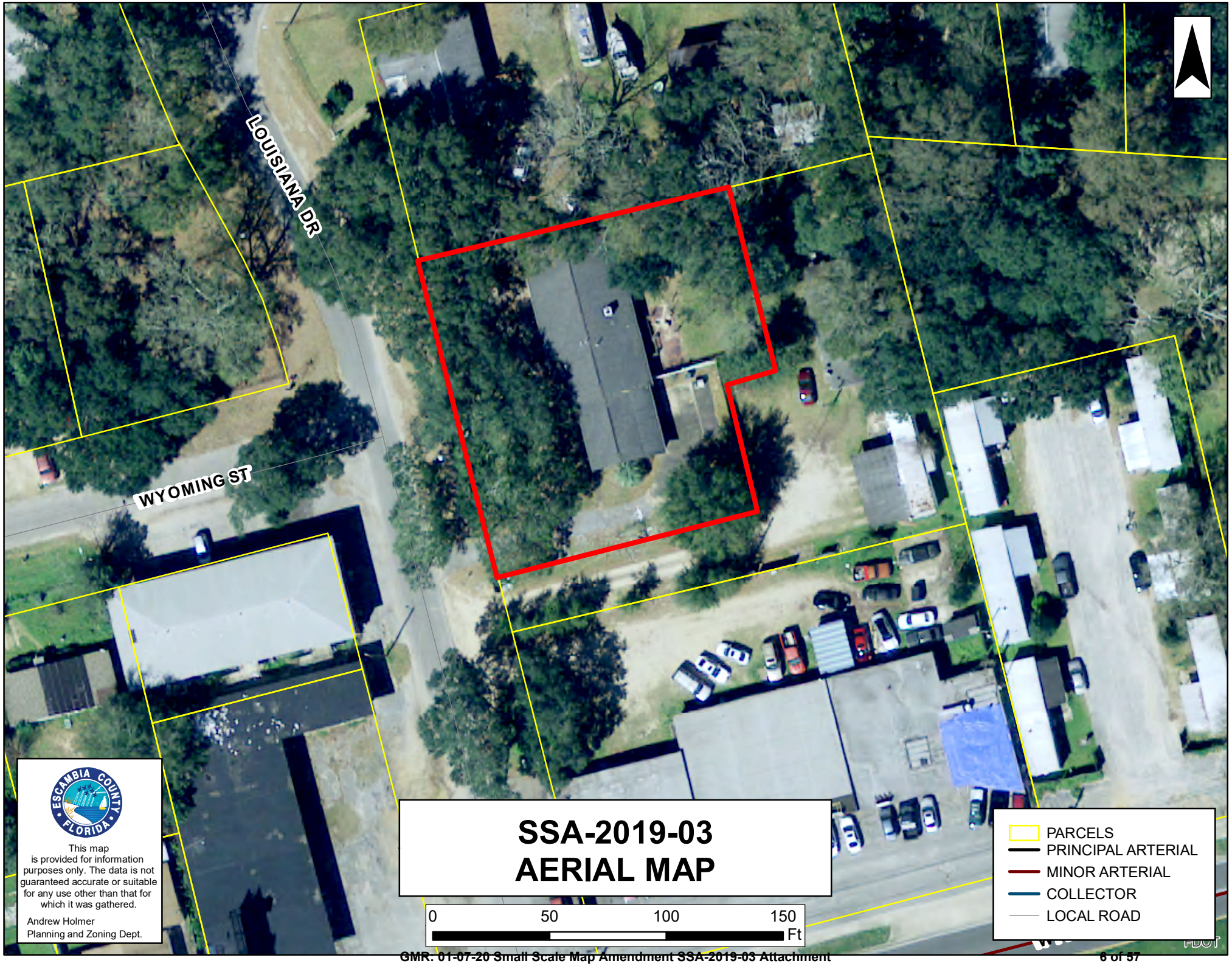
SSA-2019-03


MASSACHUSETTS AVE
WALTHAM ST
EMBERS LNDG
BROUSSARD ST
E CLIO DR
SUBURBAN DR
FLETCHER DR
HOLLYWOOD AVE
RHYS
MARKET ST
PEAGLER PLAZA RD
MISSION RD
MATTHEW LN
JOHN ST
W FAIRFIELD DR
OLD FAIRFIELD DR
SAINT MARK ST
LUKE ST
W SCOTT ST
W BOBE ST
GRANDVIEW ST
HOLLYWOOD AVE
W HERNANDEZ ST
GARY CIR
W AVERY ST
W MALLORY ST
W MORENO ST
GARY AVE
N KIRK
HOLLYW AVE
ALEXANDRIA DR
N MADISON DR
W MADISON DR
CURTISS DR
MCKINLEY DR
EDISON DR
GARFIELD DR
WEBSTER DR
REVERE DR
POTOMAC DR
NORTHVIEW DR
TRENTON DR
KEARNY DR
NEW MEXICO DR
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OPAL AVE
KELL DR
AQUAMARINE AVE
RUBY AVE
TOPAZ AVE
S MADISON DR
BALLARD ST
ST REGIS DR
UTAH CT
NEW YORK DR
MISSISSIPPI CIR
GEORGIA DR
TENNESSEE DR
LOUISIANA DR
NEVADA CIR
SOUTH DAKOTA ST
W FAIRFIELD DR
GLENWOOD AVE
OAKWOOD AVE
NEW WARRINGTON SPUR
BORDER ST
DOGWOOD PL
DOGWOOD DR
PAUL ST
MOBILE HWY
TALLADEGA TRL
SIOUX TRL
CHEROKEE TRL
BANCROFT DR
BRUCE ST
IVY LN
HALE ST
WABASH AVE
STETSON RD
WESTOVER AVE
VALIANT AVE
VASSAR DR
EMORY DR
PEN HAVEN DR
RANDOLPH DR
NORWOOD DR
ELSA AVE
guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
LOCATION MAP
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1,000
2,000
3,000
Ft
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


MDR
WISCONSIN DR
GEORGIA DR
IDAHO CT
NEVADA CIR
NEW MEXICO DR
MDR
AQUAMARINE AVE
MDR
MDR
NEW YORK DR
TENNESSEE DR
KENTUCKY DR
EMERALD AVE
HC/LI
TENNESSEE DR
MDR
Com
WYOMING ST
LOUISIANA DR
W FAIRFIELD DR
Com
Com
W FAIRFIELD DR
NEW WARRINGTON SPUR
W BOBE ST
CLOVERLAND CT
W FAIRFIELD DR
HDMU
HC/LI
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
SSA-2019-03
500' RADIUS ZONING
0 200 400 600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


MU-U
WISCONSIN DR
GEORGIA DR
IDAHO CT
NEVADA CIR
NEW MEXICO DR
AQUAMARINE AVE
MU-U
MU-U
MU-U
NEW YORK DR
TENNESSEE DR
KENTUCKY DR
EMERALD AVE
TENNESSEE DR
MU-U
WYOMING ST
LOUISIANA DR
C
C
C
W FAIRFIELD DR
NEW WARRINGTON SPUR
W BOBE ST
W FAIRFIELD DR
W FAIRFIELD DR
CLOVERLAND CT
MU-U
C
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
SSA-2019-03
EXISTING FLU
0 200 400 600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


MU-U
GEORGIA DR
WISCONSIN DR
IDAHO CT
NEVADA CIR
NEW MEXICO DR
AQUAMARINE AVE
MU-U
MU-U
MU-U
KENTUCKY DR
NEW YORK DR
TENNESSEE DR
TENNESSEE DR
EMERALD AVE
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C
WYOMING ST
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C
W FAIRFIELD DR
NEW WARRINGTON SPUR
W BOBE ST
CLOVERLAND CT
W FAIRFIELD DR
MU-U
C
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
SSA-2019-03
PROPOSED FLU
0 200 400 600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


LOUISIANA DR
WYOMING ST
SSA-2019-03
AERIAL MAP
0
50
100
150
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



Public Hearing Sign on Site



Looking east onto site



Looking north along Louisiana Dr



Looking west across Louisiana Dr



Looking south along Louisiand Dr toward Fairfield Dr

Escambia County Development Services Dept.
3363 West Park Place,
Pensacola , Fl 32505

This is a request for a small scale FLU from C to MU-U for the purposes of an ALF. Assisted Living Facility .

A 10 bed ALF. Fl. Memory Lane LLC . Our small number of residents makes it possible for us, caregivers to provide a wide range of individual services working to enhance each residents quality of life.
We offer 24 hours awake staff, 3 delicious meals daily and snacks in between. We assist with bathing, dressing, managing medication, laundry, cleaning, daily activities, in home medical services.

Hoping for your consideration .

Sincerely ,
Marie Cole Fisher
Administrator
Fl Memory Lane
108 Louisiana Dr.
Pensacola Fl. 32505

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

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT ✓
LARGE SCALE FLU AMENDMENT ~~_____~~

Current FLU: C **Desired FLU:** MU-U **Zoning:** Com **Taken by:** _____
Planning Board Public Hearing, date(s): 12-3-19

BCC Public Hearing, proposed date(s): Jan, 2020

Fees Paid 2,122.50 **Receipt #** _____ **Date:** 10/8/19

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

Name: WINDSOME GROUNDS LLC

Address: 3704 KENNETT PIKE # 150

City: Wilmington State: DE Zip Code: 19807

Telephone: (423) 3045512

Email: mariecinthez@gmail.com

DESCRIPTION OF PROPERTY:

Street address: 108 LOUISIANA DR. PENSACOLA FL. 32505

Subdivision:
OAKCREST (RE SUBD OF LOTS 27-32 BLK J

Property reference number: Section 15 Township 25 Range 30

Parcel 6200 Lot 041 Block 010

Size of Property (acres) 0.4200

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

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

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

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

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

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

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

_____

Signature (Property Owner) Printed Name Date

_____

Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: _____

City: _____ State: _____ Zip: _____

Telephone ( ) _____ - _____ Fax # ( ) _____ - _____

Email: _____

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me this_____ day of _____, year of _____ by , _____ who ( ) did ( ) did not take an oath. He/she is ( ) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current_____as identification.

_____

Signature of Notary Public Date Printed Name of Notary
My Commission Expires _____ Commission No. _____
(Notary seal must be affixed)

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

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

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

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

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

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

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

JOSEPH COLE BARLETA 10/08/19

Signature (Property Owner) Printed Name Date

Marie Cole Fisher MARIE COLE FISHER Oct 8, 2019

Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: _____

City: _____ State: _____ Zip: _____

Telephone ( ) _____ - _____ Fax # ( ) _____ - _____

Email: _____

STATE OF Florida.
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 8th day of October, year of 2019 by, Joe Cole Barleta who ( ) did (✓) did not take an oath. He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Denise K. Devlin 10/8/1966 Denise K. Devlin

Signature of Notary Public Date Printed Name of Notary
My Commission Expires October 15, 2021 Commission No. 1279657
(Notary seal must be affixed)

Commonwealth of Pennsylvania - Notary Seal
Denise Devlin, Notary Public
Bucks County
My commission expires October 15, 2021
Commission number 1279657

NOTARY PUBLIC STATE OF FLORIDA
KIM L. WILSON
MY COMMISSION # FF 991192
EXPIRES: May 10, 2020
Bonded Thru Budget Notary Services

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

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 108 LOUISIANA DR, Pensacola, Florida, Property Reference Number(s) _____, I hereby designate _____, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 8TH day of OCTOBER, the year of 2019, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Zoning Department.

10/08/19 JOSEPH COLE BARLETA
Signature of Property Owner Date Printed Name of Property Owner

marie adefisher Oct. 8, 2019 MARIE ADE FISHER
Signature of Agent Date Printed Name of Agent

STATE OF PENNSYLVANIA

COUNTY OF Bucks

The foregoing instrument was acknowledged before me this 8th day of October, year of 2019, by Joseph Cole Barleta who ( ) did (✓) did not take an oath.

He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Denise K. Devlin 10/8/19 Denise K. Devlin
Signature of Notary Public Date Printed Name of Notary Public

Commission Number 1279657 My Commission Expires Oct. 15, 2021

(Notary seal must be affixed)

Commonwealth of Pennsylvania - Notary Seal
Denise Devlin, Notary Public
Bucks County
My commission expires October 15, 2021
Commission number 1279657

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

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: ALF

Property reference #: Section_____Township_____Range

Parcel # 15 - 2S - 30 - 6200 - 041 - 010

Project Address: 108 Louisiana Dr. Pensacola FL. 32505

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 7TH **DAY OF** OCTOBER **, 20** 19

Owner's signature — Owner's name (print): JOSEPH COLE BARLETTA

Agent's signature — Agent's name (print): MARIE COLE FISHER

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

DATA AND ANALYSIS REQUIREMENTS

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

   A. Sanitary Sewer ✓ letter from ECUA

   B. Solid Waste Disposal ✓ ECUA

   C. Potable Water ✓ ECUA

   D. Stormwater Management NO changes.

   E. Traffic . NO ADDITIONAL TRAFFIC Res: do not Drive IN HOME SERVICES.

   F. Recreation and Open Space NONE EXPLAIN NO EXPANSION .

   G. Schools NO,

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

2. Proximity to and impact on the following: N/A

   A. Wellheads (indicate distance and location to nearest wellhead) N/A not in proximity

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

   C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property) No wetlands.

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

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

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

   A. Sanitary Sewer

      ECUA has infrastructure and service available to the existing property to service development under the requested FLU designations.

   B. Potable Water

      ECUA has infrastructure and service available to the existing property to service development under the request FLU categories.

   C. Storm-water Management

      No proposed changes to the existing property.

   D. Traffic

      No additional traffic. Residents do not drive. Assisted Living Facility provides in home medical services within the existing facility.

   E. Recreation and Open Space

      No additional expansion proposed on the existing property.

   F. School

      The request FLU will not affect school related levels of service.

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

2. Proximity to and impact on the following:

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

      Not within any wellhead proximity.

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

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

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

      No wetlands.

From: Tim Haag
To: Marie C. Fisher
Cc: aholmer@myescambia.com; Allyson Lindsay
Subject: Re: Data Analysis
Date: Thursday, October 10, 2019 3:04:24 PM

Ms. Fisher,

Thank you for your request for data related to ECUA services available at 108 Louisiana Drive in Pensacola. Our analysis shows the following:

Water - The property has an active service, off of a 6" water main on Louisiana Drive. Fire protection service is available from two nearby hydrants: one hydrant is located on the NE corner of Louisiana Drive and Kentucky Drive, at a distance of approximately 175' from the nearest parcel corner; the other hydrant is located on the NW corner of Louisiana Drive and West Fairfield Drive, at a distance of approximately 200' from the nearest parcel corner.

Sanitary Sewer - The property has an active wastewater service, connected to a gravity sewer main on Louisiana Drive.

Solid Waste Disposal - ECUA commercial garbage collection services are available at this address. A variety of service types are available including traditional 90-gallon carts and dumpster service.

I hope this information is helpful. Please feel free to let me know if you have any questions or need additional information.

Regards,

Tim Haag | Director of Government Affairs | Emerald Coast Utilities Authority |
P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: www.ecua.fl.gov |
Phone: (850) 969-3300 | Fax: (850) 969-3308/ 969-6675 |

From: Marie C. Fisher <marieinthez@gmail.com>
Sent: Tuesday, October 8, 2019 1:54:56 PM
To: Tim Haag
Subject: Data Analysis

**WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders **

Hi Tim,

I'm in the process of gathering paperwork's for future land use map on the property 108 Louisiana Dr. Pensacola Fl. 32505.

Escambia County requires a letter from ECUA that show the impact of both the current (commercial) and the proposed (MU-U).

A. Sanitary sewer
B. Solid waste disposal
C. Potable water

Hoping for your immediate response.

Sincerely,
Marie Cole Fisher
108 Louisiana Dr.
Pensacola Fl.32505
423 304 5512

Sent from my iPhone

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

This email has been processed by Smoothwall Anti-Spam - www.smoothwall.net

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

Florida Master Site File

Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources

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

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

Township: 2 (North **or** (South)) ***Range***: 30 (East **or** (West))

Sections (include all affected): 6200 041-010

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

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

Sections (include all affected): _____

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

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

Sections (include all affected): _____

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

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

Sections (include all affected): _____

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

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

Agency/Permit/Project requiring search: _____

Florida Master Site File

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

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

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

October 9, 2019

Florida Master Site File

Marie Cole Fisher
FL Memory Lane
108 Louisiana Dr.
Pensacola, FL 32505
Phone: 423.304.5512
Email: marieinthez@gmail.com

In response to your inquiry of October 8, 2019 the Florida Master Site File lists no previously recorded cultural or historic resources in the following parcel of Escambia County, Florida:

Parcel ID: 152S306200041010 with a 500 foot buffer as shown on the corresponding map.

When interpreting the results of this search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Cody VanderPloeg
Archaeological Data Analyst
Florida Master Site File
Cody.VanderPloeg@dos.myflorida.com

Cultural Resource Search
500 Foot Buffer
Escambia County

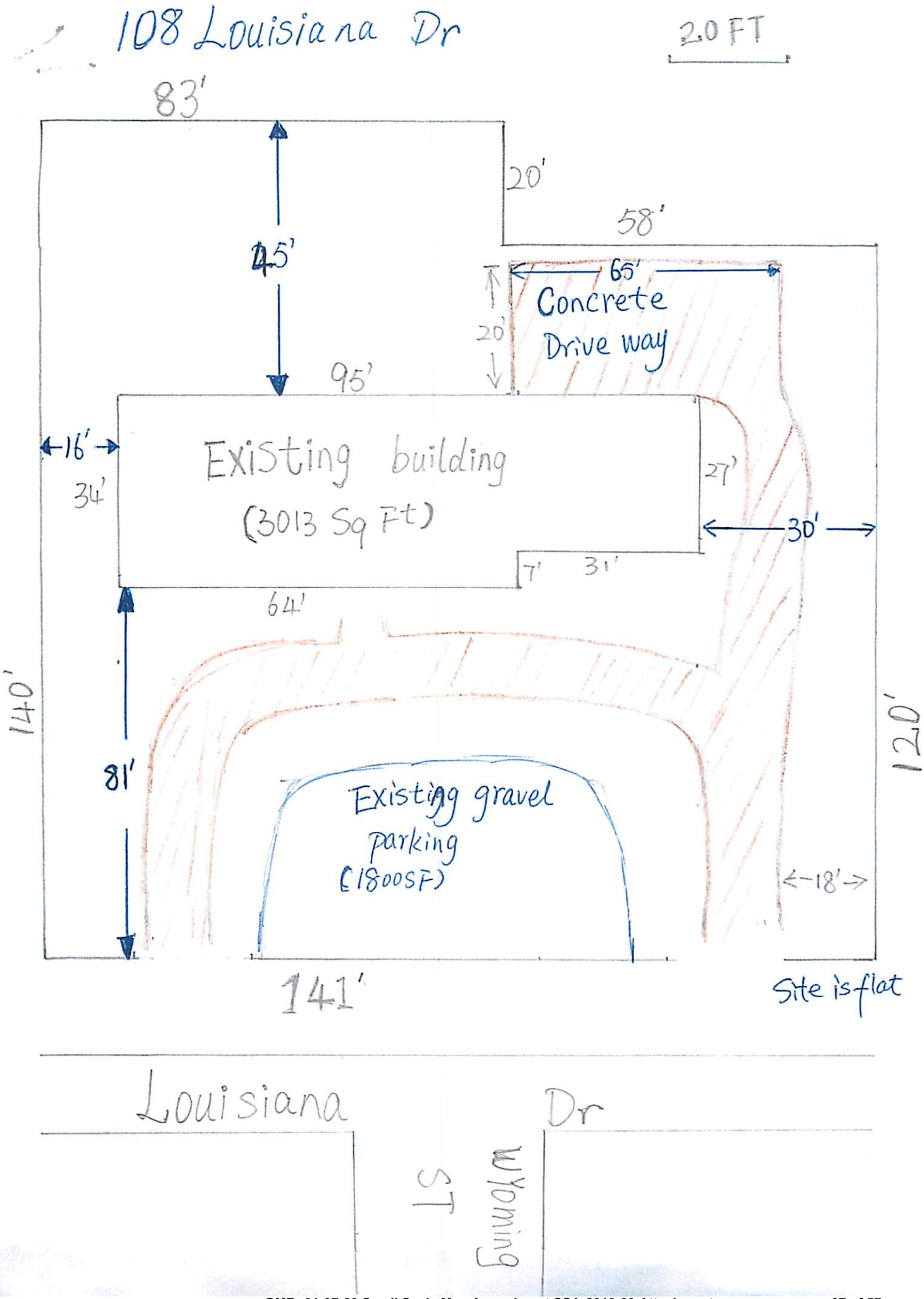


N

0 0.025 0.05 0.1 0.15 0.2
Miles

October 2019


SITE PLAN
EAST FENCE(BACKYARD)
STORAGE SHED
EAST FENCE(PARKING LOT)
TRASH
RECYCLING
BACKYARD
BACKYARD FENCE
AC
REAR PARKING LOT
BACK PORCH
DECK
EXIT 2
RAMP
BACK GATE
FOOT PATH
NORTH FENCE
SIDE GATE
EXIT 1
RAMP
COVERED PORCH
FOOT PATH
FOOT PATH
GRAVEL DRIVEWAY
SOUTH FENCE
FRONT PARKING
NORTH GATE
WEST FENCE
SOUTH GATE
FL Memory Lane
108 Louisiana Drive
Pensacola FL
32505
LOUISIANA DRIVE


108 Louisiana Dr
2.0 FT
83'
20'
58'
45'
65'
Concrete
Drive way
20'
95'
16'
34'
Existing building
(3013 Sq Ft)
27'
30'
7'
31'
64'
140'
81'
Existing gravel
parking
(1800SF)
120'
18'
141'
Site is flat
Louisiana
Dr
Wyoming
St

State of Florida
Department of State

I certify the attached is a true and correct copy of the Articles of Organization of FL MEMORY LANE LLC, a limited liability company organized under the laws of the state of Florida, filed electronically on August 21, 2018, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L18000199877.

Authentication Code: 180821154418-300317459353#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty First day of August, 2018

Ken Detzner
Secretary of State

Electronic Articles of Organization For Florida Limited Liability Company

L18000199877
FILED 8:00 AM
August 21, 2018
Sec. Of State
kepage

Article I

The name of the Limited Liability Company is:

FL MEMORY LANE LLC

Article II

The street address of the principal office of the Limited Liability Company is:

562 CARRIER DR
PENSACOLA, FL. US 32506

The mailing address of the Limited Liability Company is:

562 CARRIER DR
PENSACOLA, FL. US 32506

Article III

The name and Florida street address of the registered agent is:

UNITED STATES CORPORATION AGENTS, INC.
13302 WINDING OAK COURT,
SUITE A
TAMPA, FL. 33612

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: CHEYENNE MOSELEY, US CORP. AGENTS

Article IV

L18000199877
FILED 8:00 AM
August 21, 2018
Sec. Of State
kepage

The name and address of person(s) authorized to manage LLC:

Title: AMBR
JOSEPH C BARLETA
562 CARRIER DR
PENSACOLA, FL. 32506 US

Title: AMBR
MARIE C FISHER
562 CARRIER DR
PENSACOLA, FL. 32506 US

Signature of member or an authorized representative

Electronic Signature: CHEYENNE MOSELEY, LEGALZOOM.COM, INC.

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT made, entered into and executed this the 1st day of June, 2019 by and between Winsome Grounds LLC (hereinafter "Lessor"), and FL Memory Lane LLC (hereinafter "Lessee"). Lessor and Lessee contract and agree as follows:

1. Lessor hereby leases unto Lessee the following land, building and any improvements thereon (hereinafter "the leased property"): 108 Louisiana Drive, Pensacola, FL 32505

2. The term of this lease shall be for a primary term of 3 years, commencing on June 1, 2019, and expiring at midnight on May 31, 2022, unless extended as provided for herein. This lease can be extended at the end of the primary term for an additional term of 1 year by Lessee giving Lessor notice of his intent to extend the lease thirty (30) days prior to the expiration of the primary term.

3. During the primary term, Lessee shall pay to Lessor, as rental, the sum of $39,721.56. Starting initially at ($1,050.00) per month on or before the first business day of each calendar month with a 5% increase for each subsequent 12 month period. A refundable security deposit equal to one month of rent shall be held by Lessor and payable to Lessee after the termination of this agreement and return of the leased property in satisfactory condition as deemed by the Lessor.

4. The leased property may be used for the following purposes and for no other purposes: General commercial business office and activities part of regular assisted living facility operations.

5.

(A) Indemnity: Lessor and Lessee shall indemnify and save harmless the other from any and all losses, fines, suits, damages, expenses, claims, demands and actions of any kind resulting from their negligence, breach, or violation or non-performance of any condition hereof.

Lessor shall during the term hereof, at it's sole expense, provide and keep in force insurance on the building against loss or damage by fire and extended coverage, in an amount equal to one hundred percent (100%) of the full insurable value thereof, which insurance shall be placed with an insurance company or companies approved by Lessor and licensed to do business in the state wherein lay the leased premises. The term "full insurable value" shall mean actual replacement value of the building (exclusive of costs of excavation, foundations and footing below ground level). The insurance required under this paragraph shall be carried in the name of the Lessor and Lessee and shall provide that any proceeds thereunder shall be paid to Lessor and Lessee and any applicable mortgage holder, according to their respective interests.

Duplicate originals or certificates of insurance of the policies provided shall be furnished by Lessor and Lessee to each other and shall contain an agreement by the insurer that such policy or policies shall not be canceled without at least ten (10) days prior notice to the Lessor and Lessee.

Lessee shall pay all taxes assessed against all personal property located on the premises and shall also pay all privilege, excise and other taxes duly assessed. Lessee shall pay said taxes when due so as to prevent the assessment of any late fees or penalties.

6. Lessee shall pay for all water, electricity, and other utilities used on the premises.

7.

(A) Lessor's Repairs: Lessor shall be solely responsible for maintaining the roof, foundation and exterior of the building and all parking areas in good repair for their intended use.

(B) Other Repairs: All repairs, maintenance, replacement or reconstruction to the interior of the portion of the building leased by Lessee, including but not limited to replacement of glass doors and windows and repair of the plumbing, are to be made by Lessee at Lessee's expense. If Lessee fails to make such repairs or replacements promptly or within fifteen (15) days of occurrence,

Lessor may, at its option, make such repairs or replacements and Lessee shall repay the costs thereof to Lessor on demand.

8. Lessee will keep the leased property in a clean and wholesome condition and will comply at all times with all lawful health and police regulations.

Lessee shall promptly comply with all of the ordinances of the City of Philadelphia ,Pennsylvania, or of any other governmental body applicable for said premises and to all ordinances and requirements enforced by the state board of health, sanitary, fire or police departments of the City of Philadelphia for the correction, prevention and abatement of nuisances in and about or connected with the Property because of Lessee's use thereof during the term of this Agreement, all at Lessee's expense. Lessee shall provide for the removal of its own trash, waste paper, boxes and cartons and shall not permit any accumulation of such materials. Lessee shall not engage in any act which shall constitute a nuisance.

9. If Lessee shall make default in the payment of the rent, or any part thereof or any other sums due under the terms hereof, when due as herein provided, or in any of the other covenants, agreements, conditions or undertakings herein contained, and such default shall continue for thirty days after notice thereof in writing to Lessee, or if (a) any proceeding under the bankruptcy act of the United States is begun by or against the Lessee, and an order of adjudication, or order approving the petition, be entered in such proceedings, or (b) a receiver or trustee is appointed for substantially all of the Lessee's business or assets, or (c) if Lessee shall make an assignment for the benefit of creditors, or (d) if Lessee shall vacate or abandon the leased property, then, and in any such event, it shall be lawful for the Lessor, at his election, to declare the term hereof ended and to re-enter the leased property, and to repossess and enjoy the said premises and any buildings and improvements situated thereon without such a re-entry and repossession working a forfeiture of the rents to be paid and the covenants to be performed by the Lessee during the full term of this agreement. If any default shall be made in any covenant, agreement, condition, or undertaking which cannot with due diligence be cured within a period of 30 days, and if notice thereof in writing shall have been given to the Lessee, and if the Lessee, prior to the expiration of 30 days from and after the giving of such notice, shall commence to satisfy the cause of such default and shall proceed diligently and with reasonable dispatch to take all steps and do all work required to cure such default, then the Lessor shall not have the right to declare said term ended by reason of such default; provided, however, that the curing of any default in such manner shall not be construed to limit or restrict the right of Lessor to declare the said term ended and enforce all of their rights and remedies hereunder for any other default not so cured.

The foregoing provision for the termination of this lease for any default in any of its covenants shall not operate to exclude or suspend any other remedy of the Lessor for breach of any of said covenants, or for the recovery of said rent for the full term, and in the event of the termination or default in any of the terms of this lease as aforesaid.

10. Lessee shall permit Lessor and his agents to enter the Property at all reasonable times for any of the following purposes to inspect the same: (i) to maintain the building in which the said premises are located, (ii) to make repairs to the Property as the Lessor is obligated or may elect to make, and (iii) to post notices of non-responsibility for alterations or additions or repairs.

11. If Property, including improvements thereon, are injured by fire or other casualty, Lessee shall have the exclusive right and option to either terminate this Agreement or reconstruct and/or repair the said damaged improvements and continue this Lease under its terms and conditions as if no such casualty occurred by giving written notice to Lessor of Lessee's intention to so continue this Lease within thirty (30) days after the date of said damage or casualty. In the event that Lessee so elects to continue this Lease, any insurance proceeds payable as a result of said fire or casualty shall be first applied to pay the reconstruction or repair of said improvements, and any balance of such insurance proceeds after payment of said reconstruction or repair shall be paid to whoever owns the insurance policy under which payment is made.

12. If, during the term of this Agreement, the Property shall be taken or condemned, either in whole or part, by competent authorities for public or quasi-public use, Lessee shall have the option to terminate this

Agreement as of the date of taking. If Lessee elects not to terminate this Agreement, then this Agreement shall continue in full force and effect.

13. It is understood and agreed that the relationship of the parties hereto is strictly that of Lessor and Lessee and that the Lessor has no ownership in the Lessee's enterprise and the Agreement shall not be construed as a joint venture or partnership. The Lessee is not and shall not be deemed to be an agent or representative of the Lessor.

14. All covenants, conditions and agreements and undertakings contained in this Agreement shall extend to and be binding on the respective heirs, successors and assigns of the respective parties hereto the same as if they were in every case named and expressed.

15. It is further understood and agreed by and between the Lessor and Lessee that, on account of breach or default by either party of any of their obligations hereunder, it shall become necessary for the other party to employ and/or consult with an attorney to give advice, or to enforce or demand any of either party's rights or remedies hereunder, then, and in any such event, the defaulting or breaching party shall pay all attorney fees, court costs and other expenses occasioned by such default(s) or breach(es).

16. Written notice to Lessee, all rent checks and all notices from Lessee to Lessor shall be served or sent to:

Winsome Grounds LLC
3704 Kennett Pike Suite 150
Wilmington, DE 19807

Until further written notice to Lessor, all notices from Lessor to Lessee shall be served or sent to Lessee at the following address:

108 Louisiana Dr.
Pensacola, FL 32505

All notices to be given under this Agreement shall be in writing and shall be served personally or sent by United States certified or registered mail.

17. This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner other than by agreement in writing signed by all parties hereto or their respective successors in interest.

18. If any section, paragraph, sentence or portion of this Agreement or the application thereof to any party or circumstance shall, to any extent, be or become invalid or illegal, such provision is and shall be null and void, but, to the extent that said null and void provisions do not materially change the overall agreement and intent of this entire agreement, the remainder of this Agreement shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

19. This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania.

20. Lessee shall have the right to make such alterations and improvements to the Property as it deems necessary or desirable upon giving written notice of same to Lessor. Such alterations and improvements shall comply with all applicable construction laws and regulations and shall conform generally with the existing improvements on the Property. The Lessee shall keep the Property free from any and all liens arising out of the work performed or materials furnished in making such improvements.

(Signatures on Following Page)

WITNESS the signatures of the parties, this the 1st day of June, 2019.

Winsome Grounds LLC

By: Joseph Cole Barleta
Title: Owner

FL Memory Lane LLC

By: Marie Fisher
Title: Managing Member

SURVEY REVIEW
AND ACKNOWLEDGEMENT

WHEREAS, the undersigned have entered into an Agreement to Purchase/refinance that certain parcel or tract of land located at:
108 Louisiana Drive, Pensacola, FL 32505

AND

WHEREAS, a survey of the subject lands was prepared by 360 Surveying Services and dated, 2/5/19 , Job # 1901005 and has disclosed certain matters as follows:

(BUYERS PLEASE INITIAL EACH ITEM)

_____ 1. Easements

_____ 2. Plat

_____ 3. Boundary of Property

_____ 4. Fence Encroachment

_____ 5 Access afforded by:

_____ 6. _____

_____ 7. _____

Description compatible to title commitment reviewer's initials: _____

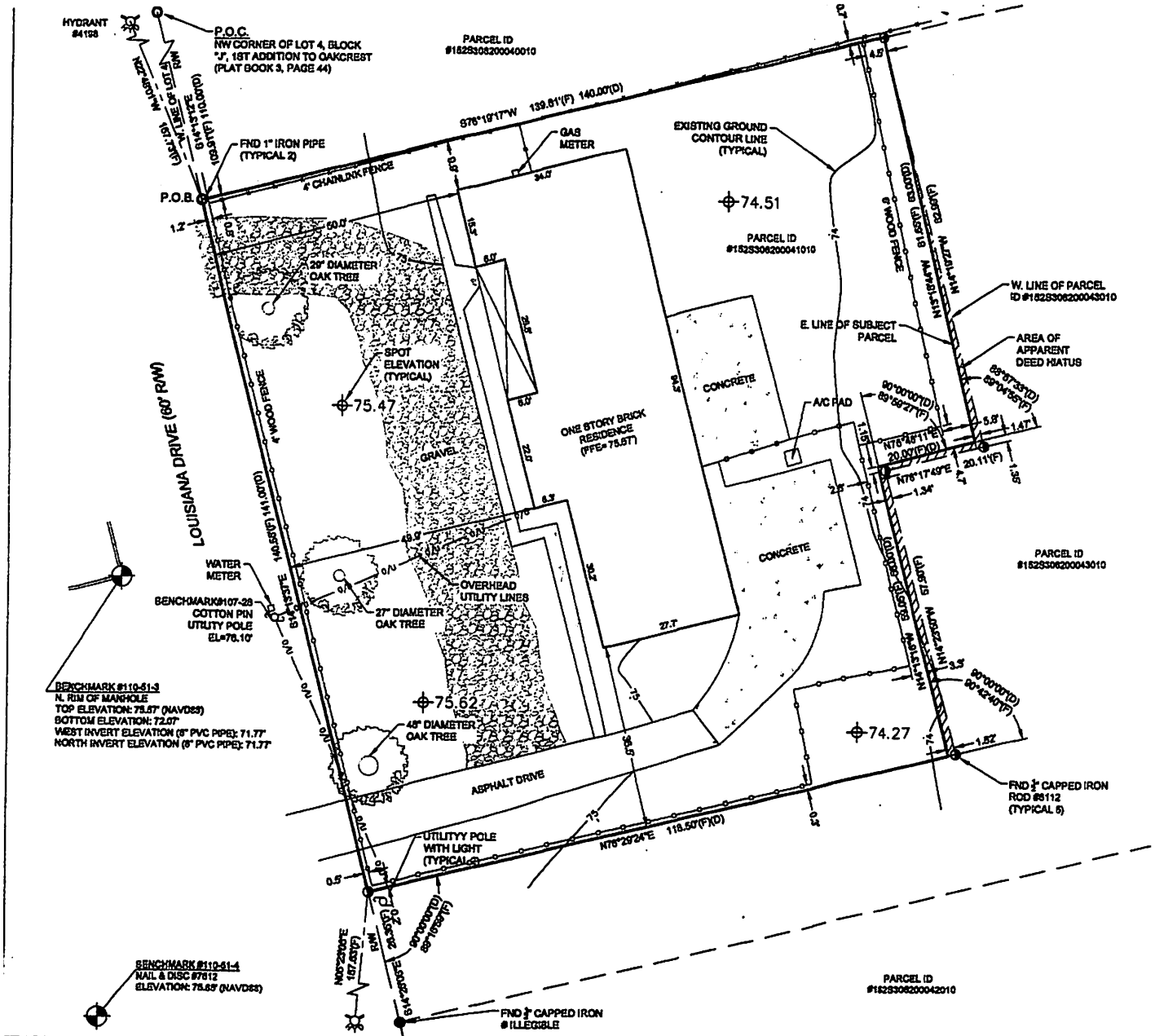
NOW THEREFORE, the undersigned, having first been informed of the aforesaid encroachment(s), violation(s) and/or other survey matters, and receiving a copy of the aforesaid survey, have agreed to consummate the purchase or refinance and closing of the subject premises. Further the undersigned acknowledge(s) disclosure regarding said survey matters.

Winsome Grounds LLC

Joseph Barleta
Joseph Barleta (Apr 25, 2019)

By: Joseph Cole Barleta, Managing Member

Date: 4/18/2019
File # 19-087
Closer: Jennifer Wilson



LEGAL DESCRIPTION:

(O.R. BOOK 3581, PAGE 163)

COMMENCE AT THE NORTHWEST CORNER OF LOT 4, BLOCK "J", ACCORDING TO THE PLAT OF THE FIRST ADDITION TO OAKCREST SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 3, AT PAGE 44 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 4, BLOCK "J", FOR 110.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAME LINE (AND EASTERLY R/W LINE OF LOUISIANA DRIVE) FOR 141.0 FEET; THENCE 90 DEGREES 00' LEFT AND PARALLEL TO THE NORTHERLY LINE OF SAID LOT 4 FOR 118.5 FEET; THENCE 90 DEGREES 00' LEFT FOR 83.0 FEET; THENCE 90 DEGREES 00' RIGHT FOR 20.0 FEET; THENCE 83 DEGREES 57' 33" LEFT FOR 83.0 FEET; THENCE WESTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID LOT 4 FOR 140.0 FEET TO THE POINT OF BEGINNING.

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 02-01-2019.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
5. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (NORTH ZONE) (NAD83).
6. FENCE LINES ARE EXAGGERATED FOR CLARITY.
7. ENCROACHMENTS ARE AS SHOWN.
8. THE ELEVATIONS SHOWN HERE ON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) BASED ON FLORIDA PERMANENT REFERENCE NETWORK (FPRN) STATION "PCLA" HAVING A PUBLISHED ELEVATION OF 101.22 FEET (NAVD88).

LEGEND:

(F)	FIELD MEASUREMENT
(D)	DEED MEASUREMENT
R/W	RIGHT-OF-WAY
FND	FOUND BOUNDARY CORNER
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
FFE	FINISHED FLOOR ELEVATION

SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

360 Surveying Services
360 SURVEYING SERVICES
1801 CREIGHTON RD.
PENSACOLA, FL 32504
850.857.4400

NOT VALID WITHOUT A RAISED SEAL

2/5/19

BOUNDARY AND TOPOGRAPHIC SURVEY WITH IMPROVEMENTS

REVISION 2-4-2019: ADDED FIRE HYDRANTS

ADDRESS:
106 LOUISIANA DRIVE
PENSACOLA, FLORIDA 32505
PROJECT NUMBER: 1901005
DATE: 02-04-2019
FIELD BOOK: 110 PAGE: 51
DRAWN BY: CAL
APPROVED BY: ROB L. WORKING

N

SCALE: 1"=20'

SHEET 1 OF 1

Florida Insurance Premium Disclosure & Settlement Agent Certification

Agency File # 19-087 Closing Date: 04-18-2019

You are being given this form and certification to explain differences between federal and Florida law. Federal law requires the costs of the policies to be calculated using the full premium for the lender policy. Florida law allows the premium for the lender's policy to be calculated using a lower rate when purchased along with an owner's policy.

If both an owner's policy and a lender's policy are being purchased, the title insurance premiums on this form might differ from the premiums on the Closing Disclosure. The owner's policy premium listed on the Closing Disclosure will probably be lower than on this form, and the lender's policy premium will probably be higher.

The chart below lists the amounts disclosed by the lender and the premium for the policies being purchased. These amounts include the charges for endorsements to the policies:

		Closing Disclosure Amount		Florida Premium	
		Buyer	Seller	Buyer	Seller
(a)	Lender's policy:				
(b)	Lender's Endorsements:				
(c)	Lender's Policy Total:				
(d)	Owner's policy:		N/A		540.75
(e)	Owner's Endorsements:				
(f)	Owner's Policy Total:		N/A		540.75
	Total All Policies (c + f):	N/A		540.75	

The total dollar amount for the policies as disclosed on this form should be equal to the total premium calculated using the Florida Insurance Code. The Florida Premium amounts listed above will be used to disburse the funds from the title agency's escrow account to **Chicago Title Insurance Company** and **(Name of Title Agency)**

The undersigned hereby certify that they have carefully reviewed the Closing Disclosure or other settlement statement form, and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the Closing Disclosure or other settlement statement form to be paid on their behalf. We further certify that we have received a copy of the Closing Disclosure or other settlement statement.

Joseph Barleta
Joseph Barleta (Apr 25, 2019)

Seller Signature | Date Signed | Buyer/Borrower Signature | Date Signed

T & T Holdings — Seller Printed Name

Winsome Groups, LLC — Buyer/Borrower Printed Name

Seller Signature | Date Signed | Buyer/Borrower Signature | Date Signed

Seller Printed Name | Buyer/Borrower Printed Name

Settlement Agent Certification

I have reviewed the Closing Disclosure, the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

Settlement Agent Signature — Date Signed

Jennifer Wilson — Settlement Agent Name — Florida License Number

Title Agency Holding Funds — Florida License Number

Form DFS-H1-2146 (Effective 10/3/2015) 69B-186.008, F.A.C.

PropLogix

Locklin, Saba, Locklin & Jones, P.A.- Pace
#19-087

Municipal Lien Search Report

108 Louisiana Drive, Pensacola, Florida, 32505

Owner(s): T & T Holdings & Investments, LLC

Our File #: 19-440038 Parcel ID: 152S306200041010

Collected

✗ Taxes

2018: DUE in installments
2017: PAID
2016: PAID
Taxes Owed Prior to 2016?: NO
Tangible Taxes: N/A

✓ Code Enforcement

Code Issues: NO

NOTICE: THERE MAY BE CODE ENFORCEMENT LIENS ON THIS PROPERTY. PLEASE REFER TO YOUR TITLE SEARCH.

✓ Permitting

Permit Status: Closed
Building Code Violations: NO

Paid Balance

✗ Public Works

Services: Sewer, Solid Waste & Water
Amount Due: $132.22*
Utility Liens: NO

Joseph Barleta
Joseph Barleta (Apr 25, 2019)

Completed By: Robert Jones

Report Compiled on: 4/13/19

*Subject to change after date received. Verify final amount with municipal department at time of payment. Errors and omissions coverage is based on the terms of your signed agreement with PropLogix. Without a signed agreement with PropLogix, liens and all errors and omissions are not covered. This report is not a title search and does not provide the status or condition of title to the subject property. PropLogix, LLC. does not search instruments recorded in official records.

ACKNOWLEDGEMENT

Buyer herein acknowledges that all terms and conditions of the contract for the property located at 108 Louisiana Drive, Pensacola, FL 32505 being purchased from Seller have been met including but not limited to:

Removal of broken fence debris
Closet doors have been repaird or replaced
Removal of couch from inside the home
Chair and patio furniture remained on property

Winsome Grounds LLC

Joseph Barleta
Joseph Barleta (Apr 25, 2019)

By: Joseph Cole Barleta, Managing Member

T&T Holdings and Investments, LLC

By: Jia Chen, Managing Member

19-087

TITLE COMMITMENT REVIEW AND DISCLOSURE

THE UNDERSIGNED, Do herein acknowledge review of the Commitment for Title Insurance issued by Locklin, Saba, Locklin & Jones, P.A. for the property located at: **108 Louisiana Drive, Pensacola, FL 32505**

Said title commitment having certain exceptions which will remain on the final title policy as shown on Schedule B-2; which the undersigned has been made aware of and has satisfied themselves as to the effect of said exceptions on the title to the property.

Having received a copy of the aforesaid commitment; and explanation of exceptions to title, the undersigned have agreed to consummate the purchase or refinance and closing of the subject premises.

Winsome Grounds LLC

Joseph Barleta

Joseph Barleta (Apr 25, 2019)

By: Joseph Cole Barleta, Managing Member

Date: _____

File # 19-087

WESTCOR
LAND TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION Commitment For Title Insurance
(With Florida Modifications)

ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By: **FL1001.01**
Locklin, Saba, Locklin & Jones, P.A.
4557 Chumuckla Hwy.
Pace FL 32571

WESTCOR LAND TITLE INSURANCE COMPANY

By: Mary O'Donnell
President

Attest: Patricia W. Power
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

EFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue olicy, this Commitment terminates and the Company's liability and obligation end.

he Company's liability and obligation is limited by and this Commitment is not valid without:
a) the Notice;
b) the Commitment to Issue Policy;
c) the Commitment Conditions;
d) Schedule A;
e) Schedule B, Part I—Requirements;
f) Schedule B, Part II—Exceptions; and
g) a counter-signature by the Company or its issuing agent that may be in electronic form.

OMPANY'S RIGHT TO AMEND

he Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, ıcumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the ompany is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

MITATIONS OF LIABILITY

The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
(i) comply with the Schedule B, Part I—Requirements;
(ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
(iii) acquire the Title or create the Mortgage covered by this Commitment.
The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

e is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the ent to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II- ns.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

F THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

'RO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company nay provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

e is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the ent to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II- is.

WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Transaction Identification Data for reference only:
State: **Florida** County: **Escambia**
Property Address: **108 Louisiana Drive Pensacola 32505**

Plant File #: 19-21249	Reinsurance #:	Agent File #: 19-087

Schedule A

1. Effective Date: **April 11, 2019 @ 8:00 am**

2. Policy or Policies to be issued:
   a. Owner's Policy — Amount

   Winsome Grounds LLC, a Delaware limited liability company — **$125,000.00**

   b. Loan Policy — Amount

   2nd Proposed Insured Loan: — Amount

3. The estate or interest in the land described or referred to in this Commitment is:

   Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

   T & T Holdings and Investments, LLC, a Florida Limited Liability Company

5. The land is described as follows:

   See Attached Schedule A Continuation for Legal Description

Countersigned Authorized Signatory

Issued By:
FL1001.01
Locklin, Saba, Locklin & Jones, P.A.
4557 Chumuckla Hwy.
Pace, FL 32571

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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Schedule A, Continuation Page

Commencing at the Northwest Corner of Lot 4, Block "J" according to the plat of the- First Addition to OAKCREST SUBDIVISION, according to the plat recorded in Plat Book 3, at Page 44 of the Public Records of Escambia County, Florida; thence run Southerly along the Westerly line of said Lot 4, Block "J", for 110.0 feet to the Point of Beginning; thence continue along same line (and the Easterly right of way line of Louisiana Drive) for 141.0 feet; thence 90 degrees 00 minutes left and parallel to the Northerly line of said Lot 4 for 118.5 feet; thence 90 degrees 00 minutes left for 58.0 feet; thence 90 degrees 00 minutes right for 20.0 feet; thence 88 degrees 57 minutes 33 seconds left for 83.0 feet; thence Westerly and parallel to the Northerly line of said Lot 4 for 140.0 feet to the Point of Beginning.

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WESTCO LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule B - Section 1

All of the following Requirements must be met:

1. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
    a. Warranty Deed from T & T Holdings and Investments, LLC, a Florida Limited Liability Company to Winsome Grounds LLC conveying the land, together with the following: (1) Proof of registration of the limited liability partnership, limited liability company, or limited liability limited partnership. (2) Affidavit is required to establish the authority and identity of the managing members executing the documents to be insured. (3) Satisfactory evidence that any corporate or limited partnership acting as managing member(s) is in good standing. (4) Satisfactory proof, acceptable to the Company, must be furnished showing the limited liability company to be existing and in good standing under the laws of the State of Florida.
2. Pay the agreed amount for the estate or interest to be insured.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor; subcontractors, labor and materialmen are all paid.
5. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.
6. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
7. Pay the premiums, fees, and charges for the Policy to the Company.
8. Satisfactory proof, acceptable to the Company, must be furnished showing Winsome Grounds LLC to be existing and in good standing under the laws of the State where established together with an Affidavit establishing the authority and identity of the managing members executing the documents to be insured.
9. Payment of taxes for the year 2018 Tax I.D. # 152S306200041010 ; Assessed Value $103,608.00; Gross Amount $1,602.47; Exemptions: no . (Note: taxes are installments and partially paid. Installment # 4 is now due)

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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WESTCO LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Note: Any tax amount(s) shown herein are for informational purposes only, and should be verified with the appropriate taxing authority(s).

NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following instrument(s) affecting said land is the last conveying instrument(s) filed for record within 24 months of the effective date of this Commitment:

1. Warranty Deed recorded January 2, 2019 in Official Records Book 8024, Page 1130, of the Public Records of Escambia County, Florida.

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Schedule B - Section 2

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.**

2. **Rights or claims of parties in possession not shown by the Public Records.**

3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**

4. **Easements or claims of easements not shown by the Public Records**

5. **Taxes or special assessments which are not shown as existing liens by the public records.**

6. **Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.**

7. Existing unrecorded leases and all right thereunder of the lessees and of any person claiming by, through or under lessees.

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Comprehensive Plan
Small-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name:	SSA-2019-03
Location:	108 Louisiana Dr.
Parcel #:	15-2S-30-6200-041-010
Acreage:	0.42 acre±
FLU Request:	From Commercial (C) to Mixed-Use Urban (MU-U)
Applicant:	Marie Fisher, agent, Winsome Grounds LLC, owner
Meeting Dates:	Planning Board, December 3, 2019
	BCC, January 7, 2020

Summary of Proposed Amendment:

The small-scale amendment to the future land use (FLU) map of Escambia County proposes to change the FLU category of a 0.41 parcel from Commercial (C) to Mixed-Use Urban (MU-U). The parcel can be accessed along Louisiana Drive, off West Fairfield Drive.

A FLU change to MU-U will allow residential development within the existing zoning district regardless of a primary commercial component as currently required by the existing Commercial FLU. The existing and proposed future land use categories are described in Comprehensive Plan Policy FLU 1.3.1 and summarized as follows:

Commercial. "Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development." The range of allowable uses is "residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

Mixed-Use Urban. "Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole." The range of allowable uses is "residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 2.0.

Land Development Code FLU map amendment requirements

Sec. 2-7.3 (e) Comprehensive Plan map amendments

(3) Compliance review.

a. General amendment conditions. All amendments to the Comprehensive Plan shall demonstrate the following general conditions, allowing that where an amendment is imposed by a state or federal requirement it need only demonstrate the conditions to the greatest extent practicable under that requirement:

1. Need and benefit. There is an identified land use need particular to the scope and function of the Comprehensive Plan for which an amendment is clearly warranted.

Analysis ***The application cover letter states that the owner wishes to utilize the existing structure as an assisted living facility, which is defined as a residential use. The current structure has been utilized has a retirement home in the past, which is defined as a commercial use. Conversion to MU-U would eliminate the FLU dedication to commercial use and provide greater accommodation of residential uses within a mixed-use environment.***

The applicant provided no need-based justification for the residential use.

The "Data and Analysis Response" in the application, the analysis refers to residential development. An assisted living facility is not a permitted use within the existing Commercial FLU of the subject parcel and if the requested MU-U FLU is approved, the density would be limited to 25 du/acre.

2. Professional practices. *The proposed amendment applies contemporary planning principles, engineering standards, and other professional practices to provide an effective and efficient remedy for the identified land use problem or need.*

Analysis: Accepting an assisted living facility, a residential use, as the identified need, the proposed amendment applies appropriate planning principles by suggesting a replacement FLU that is both consistent with the proposed use and the same as most adjoining and surrounding property.

b. FLUM amendment conditions. *In addition to the general amendment conditions, a future land use map amendment shall be based upon analyses [required] by Florida Statute.*

Analysis: The proposed amendment complies with all three conditions established by Florida Statutes, §163.3187(1), for the adoption of any small-scale comprehensive plan amendment:

(a) The subject 0.41acre parcel is a use of 10 acres or fewer.

(b) The proposed amendment does not involve a text change to the Comprehensive Plan, but only proposes a land use change to the Future Land Use Map for a site-specific small-scale development activity.

(c) The property that is the subject of the proposed amendment is not within a designated area of critical state concern.

Other applicable Comprehensive Plan objectives and policies

1. Housing

Policy HOU 1.1.1 Residential Areas. *The Escambia County FLUM and zoning maps will identify areas suitable for residential development and/or redevelopment.*

Analysis: The proposed MU-U is a suitable replacement of the existing Commercial future land use to accommodate the suggested residential development and is consistent with the FLU of the surrounding residential development. The proposed MU-U replacement of the existing Commercial FLU will allow site development to more easily achieve the maximum residential density and is the same FLU as an adjoining parcel and parcels in the surrounding area. The existing Com zoning is primarily intended to "professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development."

2. Future Land Use

OBJ FLU 1.3 Future Land Use Map Designations

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

***Analysis*: Mixed-Use Urban, the applicable FLU, would promote more mixed use and compact development for the subject parcel.**

3. Infrastructure

***Policy HOU 1.1.4 Adequate infrastructure**. To assure the sustainability of residential communities, Escambia County will require new residential development to locate where adequate infrastructure is available.*

Analysis: The proposed MU-U is a suitable replacement of the existing Commercial future land use to accommodate the suggested residential development and is consistent with the FLU of the surrounding residential development.

GOAL CMS 1 Concurrency Management System
Escambia County will adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. The Concurrency Management System will be determined by the provisions of the LDC.

a. Potable Water.

***Policy INF 4.1.6 Developer Responsibility**. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

***Policy INF 4.1.7 Level of Service (LOS) Standards**. The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

b. Sanitary Sewer.

***Policy INF 1.1.7 Level of Service (LOS) Standards**. Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

***Policy INF 1.1.11 Required New Service Connection**. All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the*

ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.

c. Solid Waste Disposal.

***Policy INF 2.1.2 Perdido Landfill Operation**. Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

***Policy INF 2.1.4 Level of Service (LOS) Standards**. The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: Potable water, sanitary sewer, and solid waste disposal services are all available to the proposed use and documentation of these facilities and services are included in the application.

d. Stormwater Management.

***Policy INF 3.1.5 Concurrency Management.** Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

***Policy INF 3.1.6 Developer Responsibilities.** Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

e. Transportation and Mobility.

***Policy MOB 1.1.2 On-site Facilities**. All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.*

Policy MOB 1.1.7 Access Management. Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.

Analysis: Any redevelopment of the subject parcel is required to comply with the current stormwater management, onsite parking, site access, and other applicable development standards of the LDC. County compliance review of any redevelopment plan would be required prior to plan approval.

4. **Protected Resources.** It appears likely, especially given the limited impacted resources and unchanged HC/LI zoning, that the proposed FLU change will result in

no greater adverse impacts to protected resources.

a. Wellheads.

Policy CON 1.4.1 Wellhead Protection*. Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

Analysis: The subject parcel is outside of any wellhead protection area.

b. Historically Significant Sites.

Policy FLU 1.2.1 State Assistance*. Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archaeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.*

Analysis: The applicant provided documentation of a referenced request made to Florida Master Site File, Division of Historical Resources stating there are no previously recorded cultural resources within the project area.

c. Wetlands and Habitat.

Policy CON 1.1.2 Wetland and Habitat Indicators*. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

Analysis: There are no indications from the available National Wetland Inventory map that wetlands are on the subject parcel. Any future development will be analyzed for compliance with all applicable environmental regulations prior to the issuance of development plan approval.

d. Urban Forest.

Policy CON 1.6.4 Urban Forest Management*. Escambia County will, through LDC provisions and other measures, sustain and promote the urban forest.*

Analysis: Compliance with adopted tree protection and landscaping provisions that implement this policy would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Division Manager**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

THRU: **David Forte, Division Manager**
Transportation & Traffic Operations Division

DATE: **November 25, 2019**

RE: **Transportation & Traffic Operations (TTO) Comments – SSA-2019-03**

TTO Staff has reviewed the SSA-2019-03, 108 Louisiana Drive (Com to MU-U), agenda item for the Planning Board meeting scheduled for December 3, 2019. Please see the below comments.

Louisiana Drive is a tree lined residential roadway that is approximately 18 feet wide with a right-of-way of 66 feet. The property at 108 Louisiana Drive is located approximately 205 feet north of Fairfield Drive.

The County does not have any proposed improvement projects scheduled for Louisiana Drive. In addition, FDOT does not have any construction scheduled.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Fairfield Drive is classified as a principal arterial with a maximum LOS of D and a corresponding daily volume threshold of 39,800. Near Louisiana Drive, the daily volume on Fairfield for 2018 was recorded as 22,500. Louisiana Drive is classified as a local street and assumed to be functioning within its allowable capacity for traffic volumes.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: **Horace Jones, Development Services Department Director**
Joy Jones, P.E., Engineering Department Director
Allyson Lindsay, Development Services Department

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Dec. 3, 2019

Rezoning Quasi-judicial Hearing
Rezoning Case #: SSA-2019-03

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Marie Cole Fisher Applicant

*Address: 108 Louisiana DR. *City, State, Zip: Pensacola FL 32503

Email Address: mariecolefisher Phone: 423 304 5312

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☑ Sign

Please indicate if you:
☑ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: SSA-2019-03, LOUISIANA DRIVE

Date: 11/18/2019

Date requested back by: 11/23/2019

Requested by: Caleb MacCartee

Phone Number: 595-3473

(LEGAL USE ONLY)

Legal Review by Kia M. Johnson

Date Received: 11-18-19

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2019-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 15, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 6200-041-010, TOTALING 0.41 ACRES±, LOCATED ON LOUISIANA DRIVE, FROM COMMERCIAL (C) TO MIXED-USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

Section 1. Purpose and Intent

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

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled "Small Scale Amendment 2019-03."

Section 3. Changes to the 2030 Future Land Use Map

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

> A parcel within Section 15, Township 2S, Range 30W, parcel number 6200-041-010, totaling 0.41 acres±, located on Louisiana Drive, as more particularly described in the Boundary and Topographic Survey description produced by 360 Surveying Services, registered land surveyor Rob R. Working, dated 2/5/19, attached as Exhibit A, changed from Commercial (C) to Mixed-Use Urban (MU-U).

Section 4. Severability

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

Section 5. Inclusion in the Code

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

INTENTIONALLY LEFT BLANK

Section 6. Effective Date

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

DONE AND ENACTED this_____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

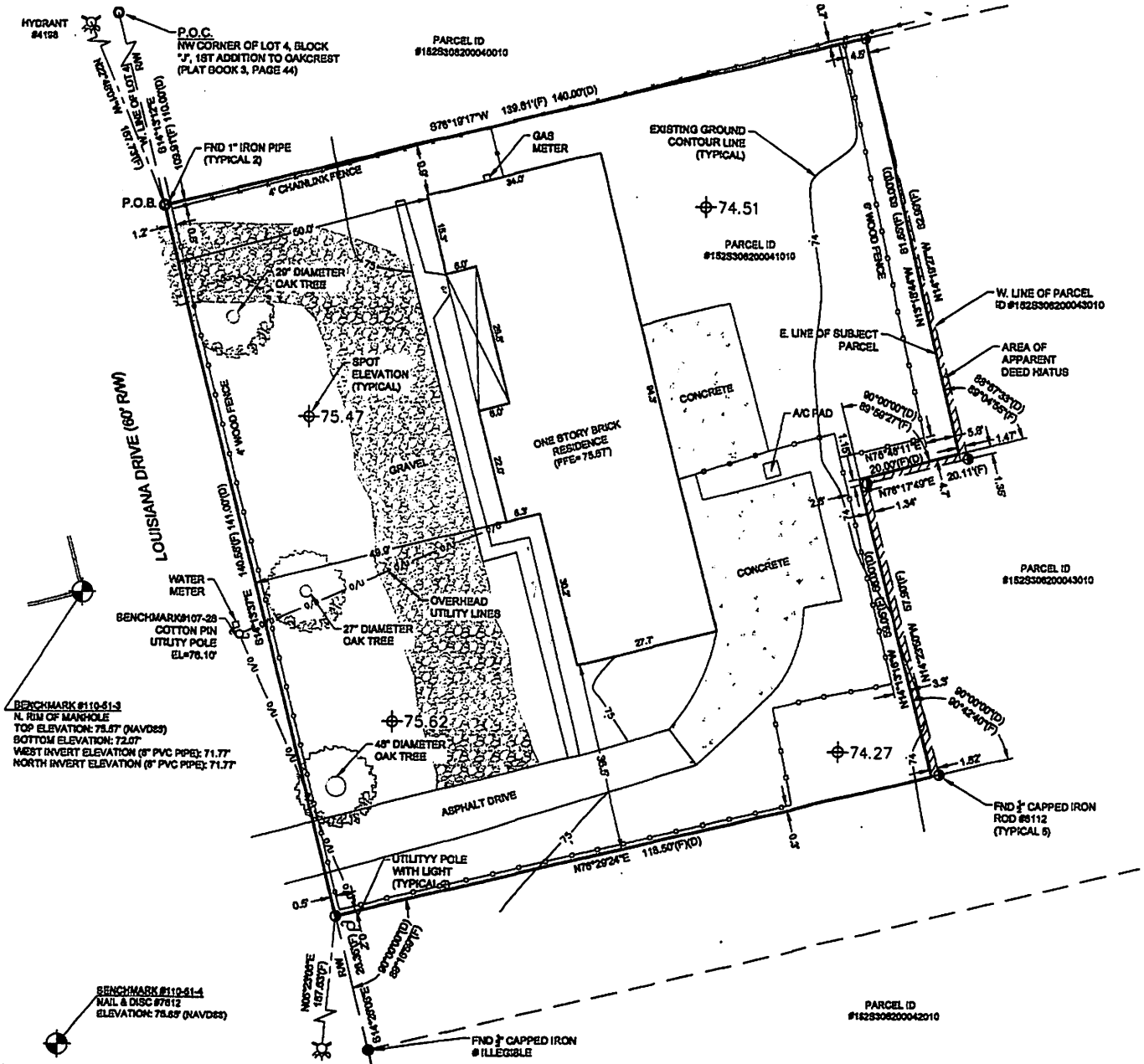
By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: Kim M Johnson
Date: 11-18-19

(SEAL)

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

DRAFT



LEGAL DESCRIPTION:

(O.R. BOOK 3581, PAGE 163)

COMMENCE AT THE NORTHWEST CORNER OF LOT 4, BLOCK "J", ACCORDING TO THE PLAT OF THE FIRST ADDITION TO OAKCREST SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 3, AT PAGE 44 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 4, BLOCK "J", FOR 110.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAME LINE (AND EASTERLY R/W LINE OF LOUISIANA DRIVE) FOR 141.0 FEET; THENCE 90 DEGREES 00' LEFT AND PARALLEL TO THE NORTHERLY LINE OF SAID LOT 4 FOR 118.5 FEET; THENCE 90 DEGREES 00' LEFT FOR 63.0 FEET; THENCE 90 DEGREES 00' RIGHT FOR 20.0 FEET; THENCE 63 DEGREES 57' 33" LEFT FOR 63.0 FEET; THENCE WESTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID LOT 4 FOR 140.0 FEET TO THE POINT OF BEGINNING.

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 02-01-2019.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
5. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (NORTH ZONE) (NAD83).
6. FENCE LINES ARE EXAGGERATED FOR CLARITY.
7. ENCROACHMENTS ARE AS SHOWN.
8. THE ELEVATIONS SHOWN HERE ON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) BASED ON FLORIDA PERMANENT REFERENCE NETWORK (FPRN) STATION "PCLA" HAVING A PUBLISHED ELEVATION OF 101.22 FEET (NAVD88).

LEGEND:

(F)	FIELD MEASUREMENT
(D)	DEED MEASUREMENT
R/W	RIGHT-OF-WAY
FND	FOUND BOUNDARY CORNER
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
FFE	FINISHED FLOOR ELEVATION

SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

360 Surveying Services
360 SURVEYING SERVICES
1801 CREIGHTON RD.
PENSACOLA, FL 32504
850.857.4400

NOT VALID WITHOUT A RAISED SEAL

2/5/19

BOUNDARY AND TOPOGRAPHIC SURVEY WITH IMPROVEMENTS

REVISION 2-4-2019: ADDED FIRE HYDRANTS

ADDRESS:
106 LOUISIANA DRIVE
PENSACOLA, FLORIDA 32505
PROJECT NUMBER: 1901005
DATE: 02-04-2019
FIELD BOOK: 110 PAGE: 51
DRAWN BY: CAL
APPROVED BY: ROB L. WORKING

N

SCALE: 1"=20'

SHEET 1 OF 1

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 15, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 6200-041-010, TOTALING 0.41 ACRES±, LOCATED ON LOUISIANA DRIVE, FROM COMMERCIAL (C) TO MIXED-USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

Section 1. Purpose and Intent

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

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled "Small Scale Amendment 2019-03."

Section 3. Changes to the 2030 Future Land Use Map

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

> A parcel within Section 15, Township 2S, Range 30W, parcel number 6200-041-010, totaling 0.41 acres±, located on Louisiana Drive, as more particularly described in the Boundary and Topographic Survey description produced by 360 Surveying Services, registered land surveyor Rob R. Working, dated 2/5/19, attached as Exhibit A, changed from Commercial (C) to Mixed-Use Urban (MU-U).

Section 4. Severability

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

Section 5. Inclusion in the Code

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

INTENTIONALLY LEFT BLANK

Section 6. Effective Date

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

DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

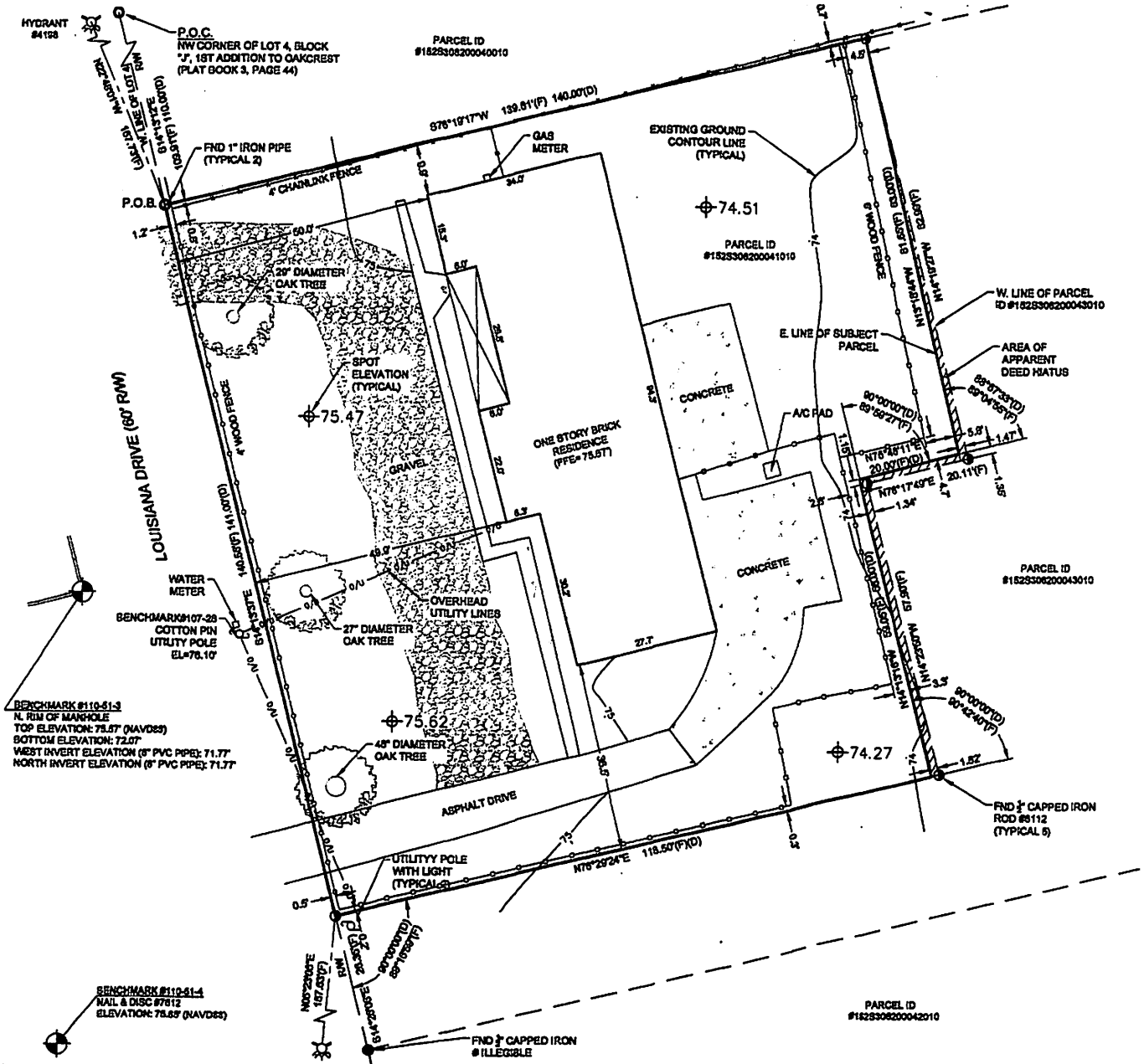
By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

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



LEGAL DESCRIPTION:

(O.R. BOOK 3581, PAGE 163)

COMMENCE AT THE NORTHWEST CORNER OF LOT 4, BLOCK "J", ACCORDING TO THE PLAT OF THE FIRST ADDITION TO OAKCREST SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 3, AT PAGE 44 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 4, BLOCK "J", FOR 110.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAME LINE (AND EASTERLY R/W LINE OF LOUISIANA DRIVE) FOR 141.0 FEET; THENCE 90 DEGREES 00' LEFT AND PARALLEL TO THE NORTHERLY LINE OF SAID LOT 4 FOR 118.5 FEET; THENCE 90 DEGREES 00' LEFT FOR 63.0 FEET; THENCE 90 DEGREES 00' RIGHT FOR 20.0 FEET; THENCE 63 DEGREES 57' 33" LEFT FOR 63.0 FEET; THENCE WESTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID LOT 4 FOR 140.0 FEET TO THE POINT OF BEGINNING.

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 02-01-2019.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
5. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (NORTH ZONE) (NAD83).
6. FENCE LINES ARE EXAGGERATED FOR CLARITY.
7. ENCROACHMENTS ARE AS SHOWN.
8. THE ELEVATIONS SHOWN HERE ON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) BASED ON FLORIDA PERMANENT REFERENCE NETWORK (FPRN) STATION "PCLA" HAVING A PUBLISHED ELEVATION OF 101.22 FEET (NAVD88).

LEGEND:

(F)	FIELD MEASUREMENT
(D)	DEED MEASUREMENT
R/W	RIGHT-OF-WAY
FND	FOUND BOUNDARY CORNER
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
FFE	FINISHED FLOOR ELEVATION

SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

360 Surveying Services
360 SURVEYING SERVICES
1801 CREIGHTON RD.
PENSACOLA, FL 32504
850.857.4400

NOT VALID WITHOUT A RAISED SEAL

2/5/19

BOUNDARY AND TOPOGRAPHIC SURVEY WITH IMPROVEMENTS

REVISION 2-4-2019: ADDED FIRE HYDRANTS

ADDRESS:
106 LOUISIANA DRIVE
PENSACOLA, FLORIDA 32505
PROJECT NUMBER: 1901005
DATE: 02-04-2019
FIELD BOOK: 110 PAGE: 51
DRAWN BY: CAL
APPROVED BY: ROB L. WORKING

N

SCALE: 1"=20'

SHEET 1 OF 1

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17248 **Growth Management Report 10. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 01/07/2020
Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, LSA-2019-05
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:
5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, LSA-2019-05

That the Board of County Commissioners (BCC) review and approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Comprehensive Plan, Chapter 7, 2030 Future Land Use (FLU) map, LSA-2019-05, changing the FLU category for two parcels located on Pine Forest Road, Parcel Number 24-1S-31-4230-000-020, totaling 10.28 (+/-) acres, and Parcel Number 24-1S-31-3140-000-000, totaling 3.66 (+/-) acres, from Commercial (C) to Mixed-Use Urban (MU-U).

This serves as the first of two public hearings.

BACKGROUND:
The applicant is requesting a Future Land Use Map change from Commercial (C) to Mixed-Use Urban (MU-U) in order to obtain an increase in residential development.

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

LEGAL CONSIDERATIONS/SIGN-OFF:
The attached Ordinance has been reviewed and approved for legal sufficiency by Kia Johnson, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

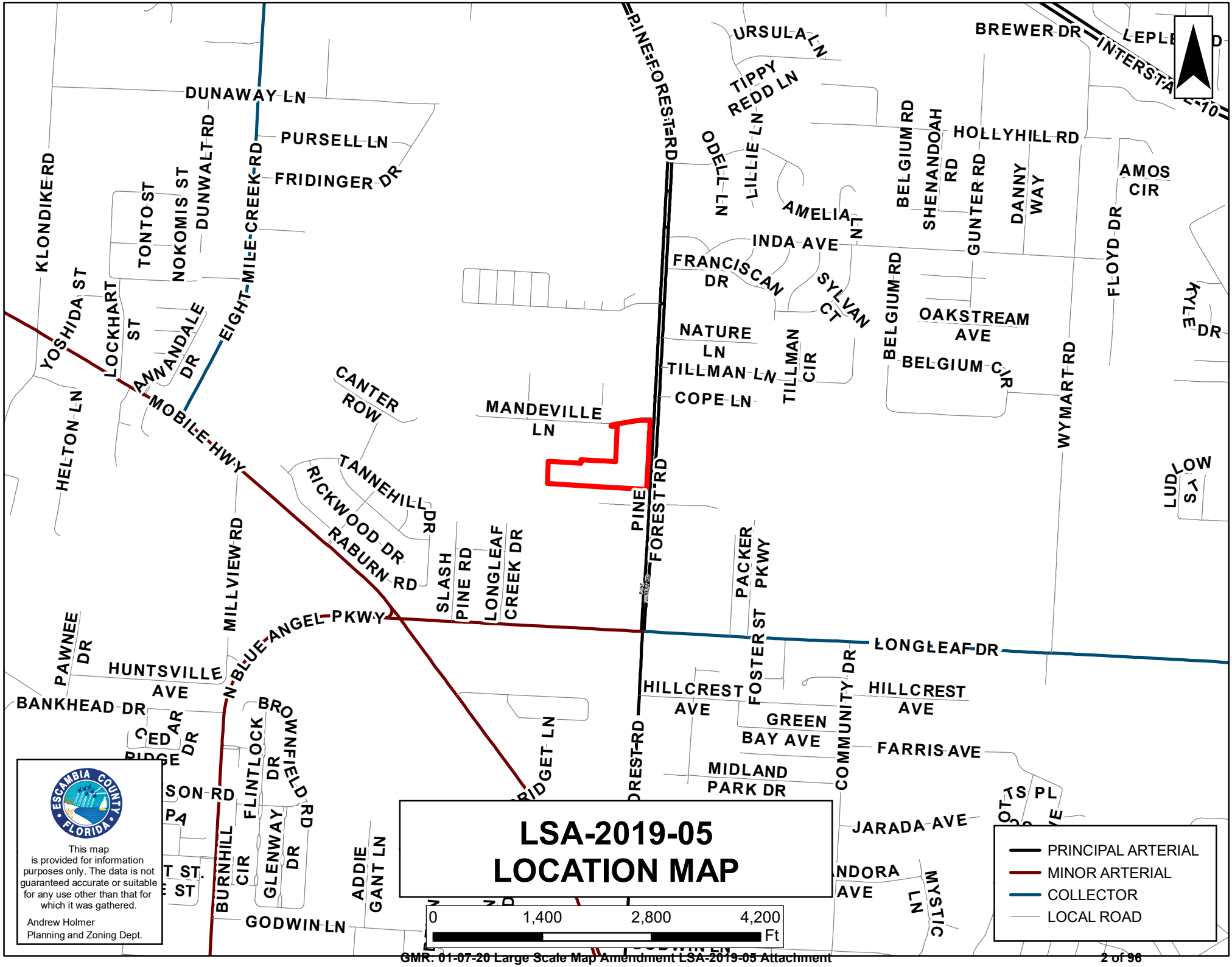
Implementation of this Ordinance will consist of an amendment to the Future Land Use Map and distribution of a copy of the adopted Ordinance to interested citizens and staff.

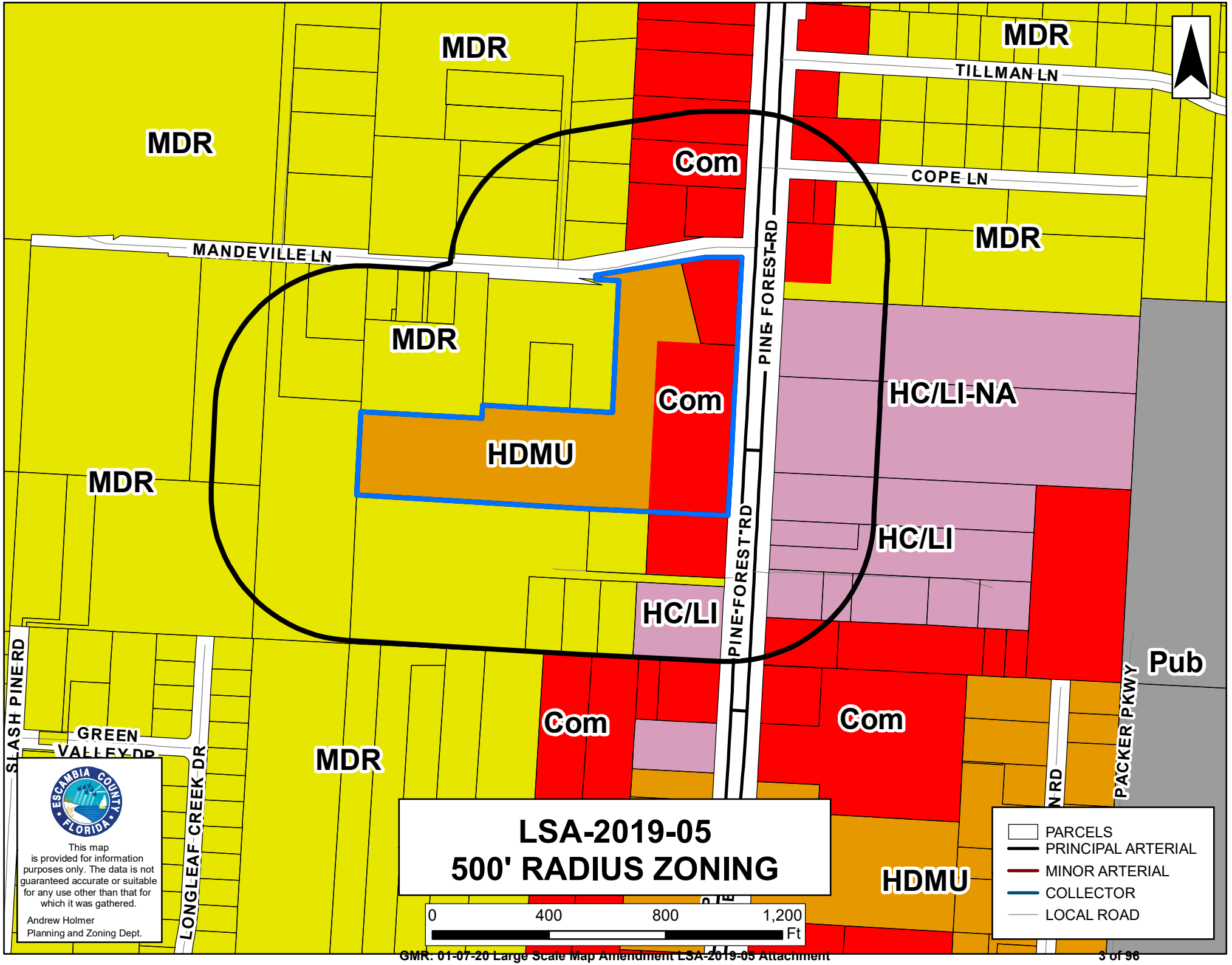
The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

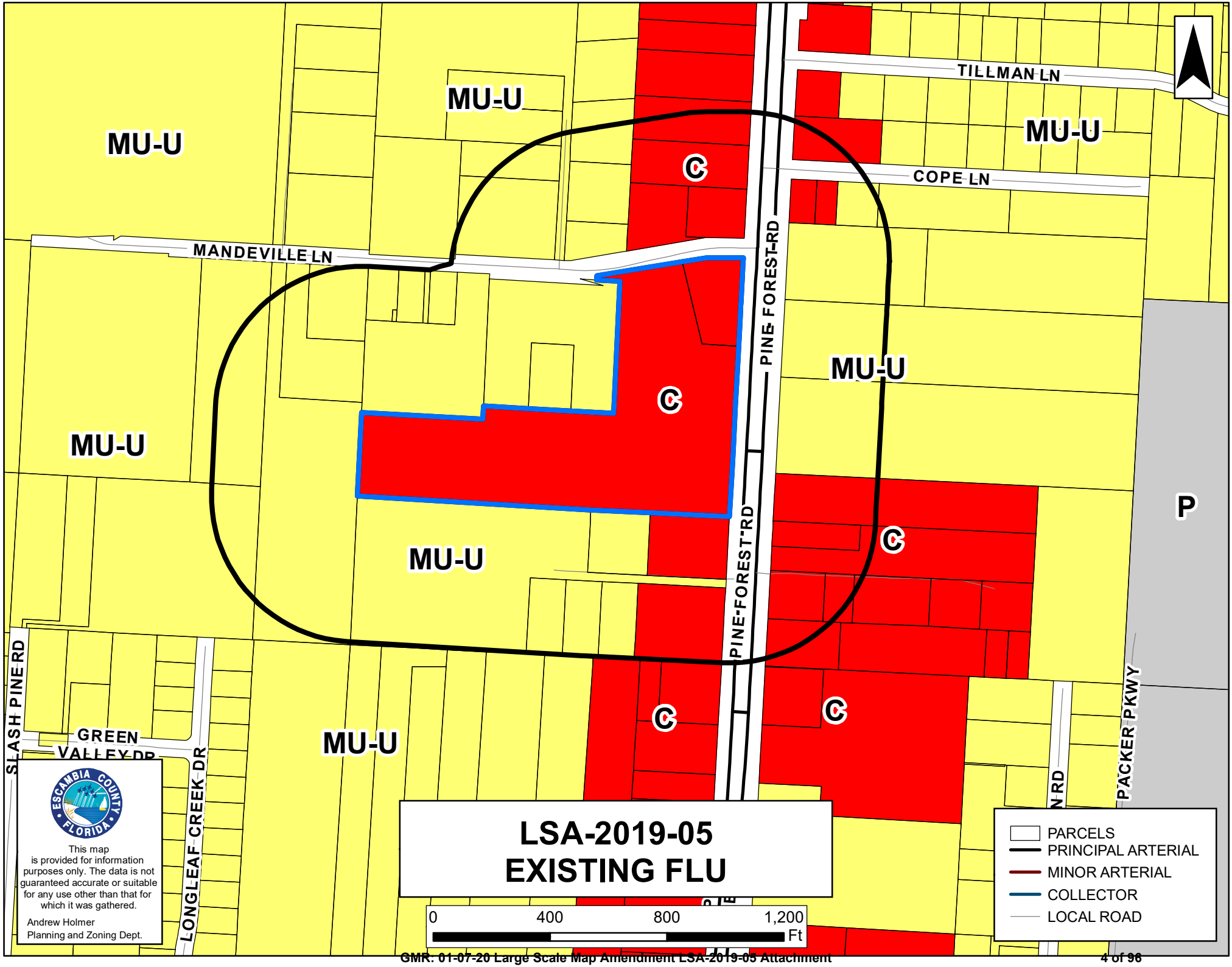
Attachments

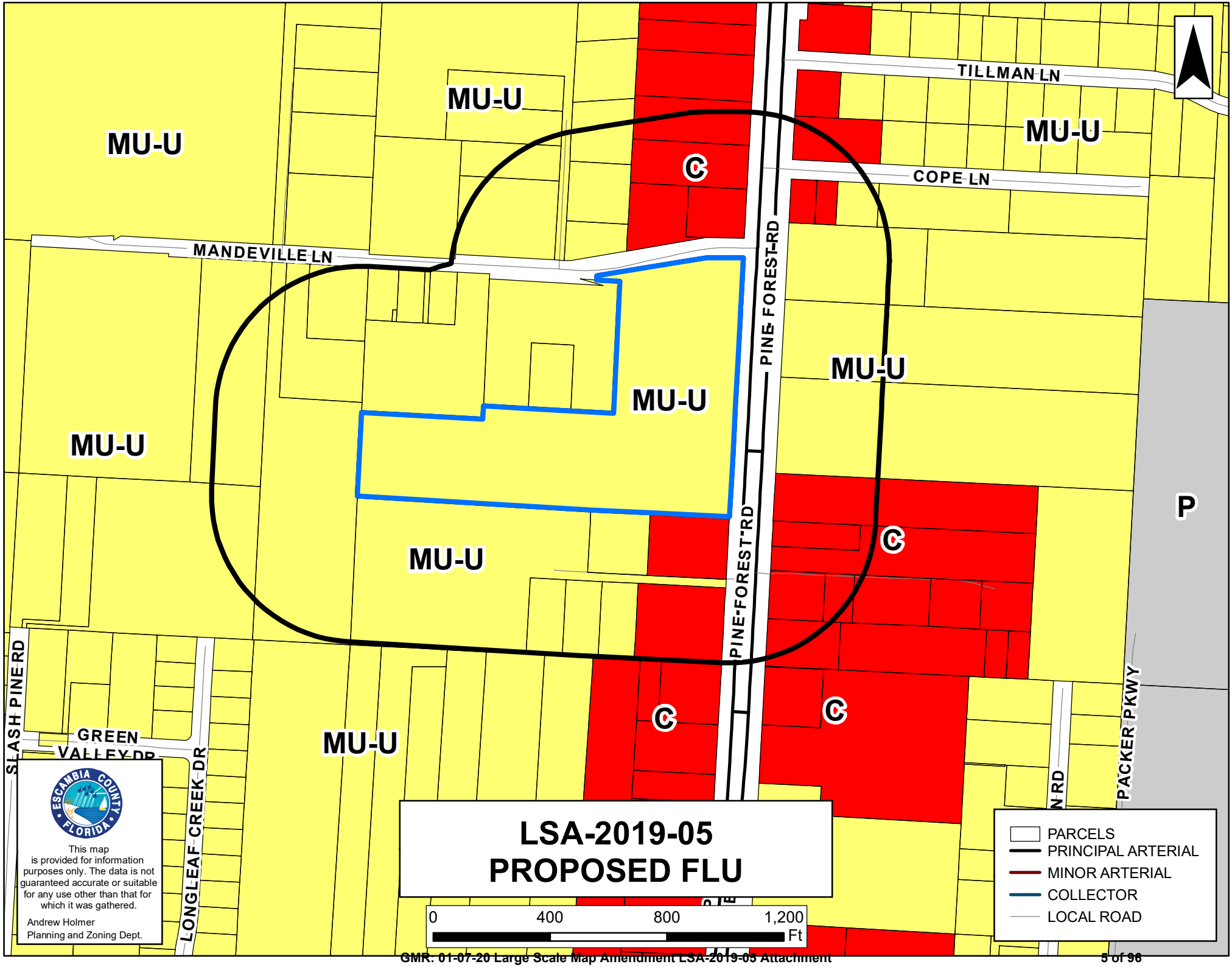
Working Case File
Draft Ordinance

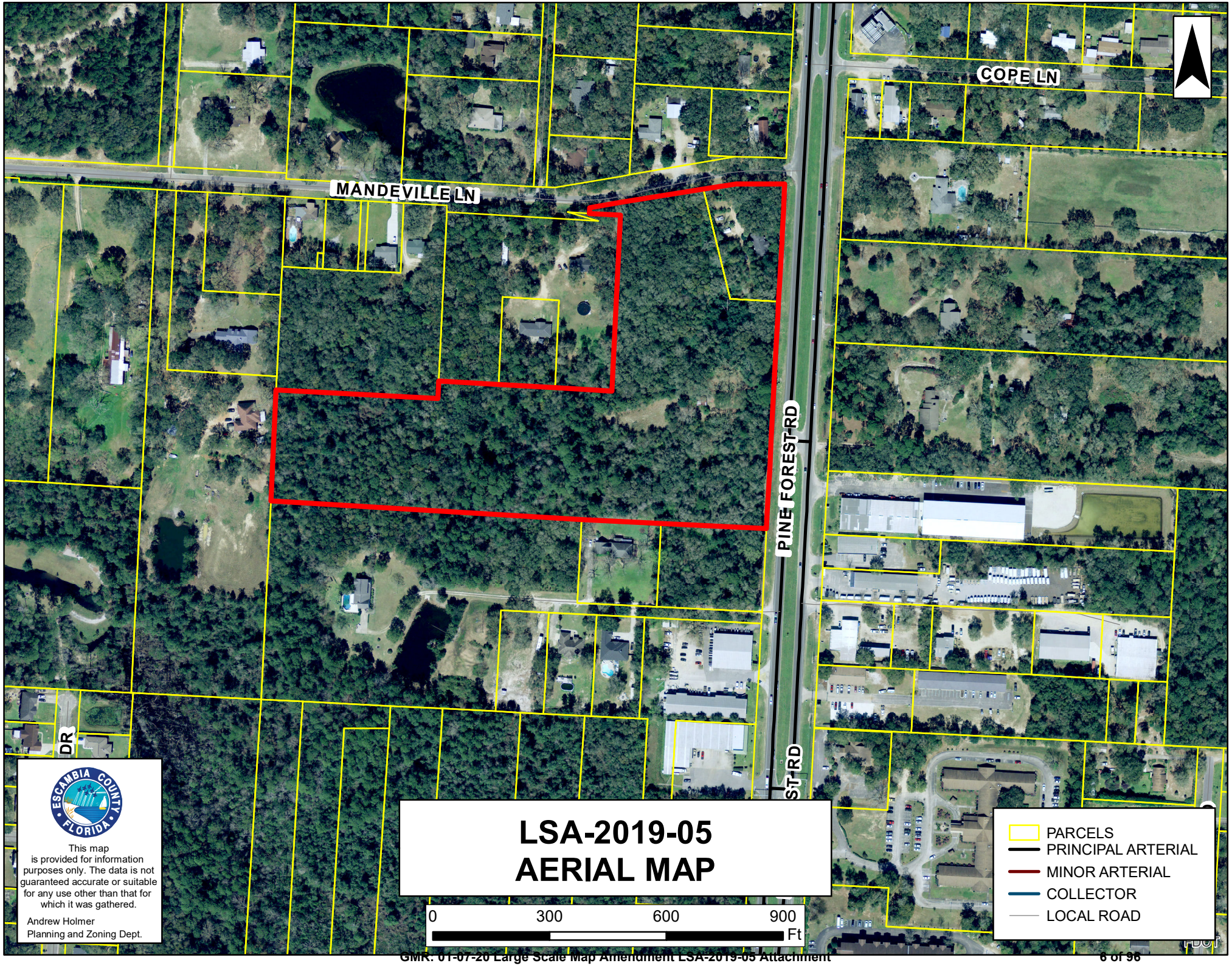
LSA-2019-05


LSA-2019-05
LOCATION MAP
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
0
1,400
2,800
4,200
Ft
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
ESCAMBIA COUNTY FLORIDA
PINE FOREST RD
MANDEVILLE LN
CANTER ROW
TANNEHILL DR
RICKWOOD DR
RABURN RD
SLASH PINE RD
LONGLEAF CREEK DR
N BLUE ANGEL PKWY
LONGLEAF DR
MOBILE HWY
EIGHT MILE CREEK RD
DUNAWAY LN
PURSELL LN
FRIDINGER DR
DUNWALT RD
NOKOMIS ST
TONTO ST
KLONDIKE RD
YOSHIDA ST
LOCKHART ST
ANNANDALE DR
HELTON LN
MILLVIEW RD
PAWNEE DR
HUNTSVILLE AVE
BANKHEAD DR
BURNHILL CIR
FLINTLOCK DR
BROWNFIELD RD
GLENWAY DR
ADDIE GANT LN
GODWIN LN
BRIDGET LN
URSULA LN
TIPPY REDD LN
ODELL LN
LILLIE LN
AMELIA LN
INDA AVE
FRANCISCAN DR
SYLVAN CT
NATURE LN
TILLMAN LN
TILLMAN CIR
COPE LN
BELGIUM RD
SHENANDOAH RD
HOLLYHILL RD
GUNTER RD
DANNY WAY
AMOS CIR
FLOYD DR
KYLE DR
OAKSTREAM AVE
BELGIUM CIR
WYMART RD
LUDLOW LN
BREWER DR
INTERSTATE 10
PACKER PKWY
FOSTER ST
COMMUNITY DR
HILLCREST AVE
GREEN BAY AVE
FARRIS AVE
MIDLAND PARK DR
JARADA AVE
MYSTIC LN


MDR
MDR
MDR
TILLMAN LN
COPE LN
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MANDEVILLE LN
PINE FOREST RD
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HDMU
HC/LI-NA
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PINE FOREST RD
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GREEN
LONGLEAF CREEK DR
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PACKER PKWY
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LSA-2019-05
500' RADIUS ZONING
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.


MU-U
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COPE LN
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LONGLEAF CREEK DR
PACKER PKWY
LSA-2019-05
EXISTING FLU
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PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.


MU-U
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LONGLEAF CREEK DR
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LSA-2019-05
PROPOSED FLU
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.


MANDEVILLE LN
COPE LN
PINE FOREST RD
ST RD
DR
LSA-2019-05
AERIAL MAP
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900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



Public Hearing Sign



Looking south from northern parcel



Looking north from subject parcel



Looking onto corner parcel to the north



Another view into
the southern parcel



Looking east across Pine Forrest Rd



Looking southeast across Pine Forest Rd



Looking east across Pine Forest Rd from another point on the parcel



Looking south from southern most part of parcel



Looking west onto subject parcel



Looking at 7055
Pine Forest Rd



Looking toward corner parcel

Letter of Request

We are requesting the Future Land Use (FLU) Amendment for these two parcels on Pine Forest in order to development residential properties. Currently, the present zonings under the current FLU of Commercial do not allow any residential uses outside of a predominately commercial development. Therefore, we are proposing a FLU Amendment to change the two parcels to FLU MU-U, which allows residential development without any such restriction.

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

FUTURE LAND USE MAP AMENDMENT APPLICATION

CHECKLIST

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

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

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT ✓
Current FLU: C Desired FLU: MU-U Zoning: HDMU/Con Taken by: A Lindsay
Planning Board Public Hearing, date(s): December 3, 2019

BCC Public Hearing, proposed date(s): _____

Fees Paid 2,969.50 Receipt # _____ Date: _____

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

Name: Eric Gleaton

Address: 102 W Nine Mile Rd

City: Pensacola State: FL Zip Code: 32526

Telephone: (850) 572-5130

Email: ericgleaton@ericgleaton.com

DESCRIPTION OF PROPERTY:

Street address: 7045 & 7055 Pine Forest Road Pensacola, FL 32534

Subdivision:

Property reference number: Section 24 Township 1S Range 31W
4230 000 020
Parcel 3140 Lot 000 Block 000

Size of Property (acres) 14.4

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

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

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

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

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

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

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

Eric Gleaton ERIC GLEATON 10-8-19
Signature (Property Owner) Printed Name Date

Chris Thompson 10-8-19
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 102 E. Nine Mile Road

City: Pensacola State: FL Zip: 32534

Telephone (850) 572 - 5130 Fax # (850) 572 - 5130

Email: ericgleaton@ericgleaton.com

STATE OF Escambia
COUNTY OF Florida

The forgoing instrument was acknowledged before me this 8 day of October, year of 2019 by, Eric Gleaton who ( ) did (~~)~~ did not take an oath. He/she is ( ) personally known to me, (X) produced current Florida/Other driver's license, and/or ( ) produced current DL G435-212-55-175 as identification.

Vivian Gilmore 10-8-19 Vivian Gilmore
Signature of Notary Public Date Printed Name of Notary
My Commission Expires _____ Commission No. _____
(Notary seal must be affixed)

VIVIAN K. GILMORE
MY COMMISSION # GG 112718
EXPIRES: June 7, 2021
Bonded Thru Notary Public Underwriters

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

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 7045/7055 Pine Forest Road, Pensacola, Florida, Property Reference Number(s) 241S314230000020 & 241S313140000000, I hereby designate Chris Thompson, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 8th day of October, the year of 2019, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Zoning Department.

Eric Gleaton 10-8-19 ERIC GLEATON
Signature of Property Owner Date Printed Name of Property Owner

10-8-19 Chris Thompson
Signature of Agent Date Printed Name of Agent

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 8 day of October, year of 2019, by Eric Gleaton who ( ) did (X) did not take an oath.

He/she is ( ) personally known to me, (X) produced current Florida/Other driver's license, and/or ( ) produced current DL 435-212-55-175-0 as identification.

Vivian Gilmore 10-8-19 Vivian Gilmore
Signature of Notary Public Date Printed Name of Notary Public

Commission Number _____ My Commission Expires _____

(Notary seal must be affixed)

VIVIAN K. GILMORE
MY COMMISSION # GG 112718
EXPIRES: June 7, 2021
Bonded Thru Notary Public Underwriters

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

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: Pine Forest Residential Development

Property reference #: Section 24 Township 1S Range 31W

Parcel # 241S31423000020 241S313140000000

Project Address: 7045 Pine Forest Road

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 8 DAY OF OCT., 2019

Eric Gleaton — ERIC GLEATON
Owner's signature — Owner's name (print)

Chris Thompson
Agent's signature — Agent's name (print)

OR 3004 PG 240

QUIT CLAIM DEED

D. S. PD. # 2.75
DATE 5-14-91
JOE A. FLOWERS, COMPTROLLER
BY Frances B. Walker D.C.
CERT. REG. #59-2043328-27-01

Hayes' Form 133 PRINTED AND FOR SALE BY HAYES PRINTING CO. PENSACOLA FLA 18378

400 + 1.50
2.75
13.75

State of Florida.

ESCAMBIA County

KNOW ALL MEN BY THESE PRESENTS, That WILLIAM M. BRAMBLETT and ROBBIE D. BRAMBLETT

for and in consideration of Ten Dollars and other good and valuable considerations - - - - - - - - - - - - - - DOLLARS,

the receipt whereof is hereby acknowledged, do remise, release, and quit claim unto

ERIC LYNN GLEATON

188 E. Pine Rd. Pensacola FL 32534

his heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia State of Florida to-wit:

Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence South 89°50'30" West along the North line of said Southeast 1/4 of the Southwest 1/4 a distance of 50.00 feet to the West right-of-way line of Pine Forest Road (150' R/W); thence North 00°19'10" East along said West right-of-way line a distance of 63.00 feet to the South right-of-way line of Mandeville Lane (R/W varies); thence South 89°50'30" West along said South right-of-way a distance of 125.00 feet; thence South 00°19'10" West for a distance of 300.00' for the Point of Beginning: thence continue along the same course for a distance of 25.00 feet; thence North 89°50'30" east for a distance of 125.00'; thence North 00°19'10" East for a distance of 25.00 feet; thence south 89°50'30" West for a distance of 125.00 feet to the Point of Beginning containing 0.07 Acres more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

IN WITNESS WHEREOF, We have hereunto set our hands and seal this 13th day of ~~March~~ MAY A.D. 19 91

William M. Bramblett (SEAL)

Robbie D. Bramblett (SEAL)

Signed, sealed and delivered in the presence of

Earle D. Mussafer

Betty Summerlett

This instrument was prepared by:

ERIC GLEATON

88 E 9 Mile RD

Address

State of FLORIDA

County of ESCAMBIA

This day, before the undersigned Notary Public, personally appeared WILLIAM M. BRAMBLETT and ROBBIE D. BRAMBLETT

to me well known to be the individual described in and who executed the foregoing Quit Claim Deed, and acknowledged that they executed the same for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 13th day of May, 1991.

Notary

My commission expires: 12-9-92

87 5304

FILED AND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO., FLA. ON

MAY 14 12 29 PM '91

Re-Rec

THIS DEED IS BEING RE-RECORDED TO CORRECT A TYPOGRAPHICAL ERROR IN THE LEGAL DESCRIPTION.

OR 2773 PG 473
OR 2765 PG 554

STATE OF FLORIDA)
: WARRANTY DEED
COUNTY OF ESCAMBIA)

KNOW ALL MEN BY THESE PRESENTS, that JACK D. ALSIP and CAROLINE D. ALSIP, husband and wife, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto ERIC LYNN GLEATON whose tax identification number is [redacted] and whose address is 1941 WOODBRIDGE, PENSACOLA, FLORIDA 31514, heirs, personal representatives, successors and assigns, forever, the following real property, situate, lying and being in the County of ESCAMBIA, State of Florida, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO, MADE A PART HEREOF, AND MARKED EXHIBIT 'A'.

D.S. PD. $ 280.00
DATE Oct. 10, 1989
JOE A. FLOWERS, COMPTROLLER
BY: Barbara Bethea D.C.
CERT. REG. #59-2043328-27-01

(Parcel Tax Identification #_____)

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any.

TO HAVE AND TO HOLD, unto the Grantee, his heirs, successors and assigns forever. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead. And we covenant that we are well seized of an indefeasible estate in fee simple in said property and have a good right to convey the same; that it is free from all encumbrances and that we, our heirs, personal representatives, successors and assigns, the said Grantee, his heirs, personal representatives, successors and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend, subject to the exceptions set forth above.

IN WITNESS WHEREOF, we have hereto set our hands and seals this 9th day of October, 1989.

Signed, sealed and delivered in the presence of:

Jack D. Alsip
JACK D. ALSIP

Caroline D. Alsip
CAROLINE D. ALSIP

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of October, 1989, by JACK D. ALSIP and CAROLINE D. ALSIP, husband and wife.

Notary Public
My commission expires: 6/19/93

This instrument prepared by:
James J. Reeves
Attorney at Law
730 Bayfront Parkway, Suite 4-B
Pensacola, FL 32501

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:
Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence South 89°50'30" West along the North line of said Southeast 1/4 of the Southwest 1/4 a distance of 50.00 feet to the West right-of-way line of Pine Forest Road (150.00' R/W); thence North 00°19'10" East along said West right-of-way line a distance of 63.00 feet to the South right-of-way line of Mandeville Lane (R/W varies); thence South 89°50'30" West along said South right-of-way a distance of 125.00 feet for the POINT OF BEGINNING; thence continue along said right-of-way line South 77°08'51" West a distance of 145.96 feet; thence South 00°19'10" West a distance of 610.13 feet; thence North 80°52'28" East a distance of 270.78 feet to said West right-of-way line of Pine Forest Road; thence North 00°19'10" West along said West right-of-way line a distance of 275.00 feet; thence South 89°50'30" West a distance of 125.00 feet; thence North 00°19'10" East a distance of 325.00 feet to the POINT OF BEGINNING.

PARCEL 2:
Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence South 89°50'30" West along the North line of said Southeast 1/4 of the Southwest 1/4 a distance of 50.00 feet to the West right-of-way line of Pine Forest Road (150' R/W); thence North 00°19'10" East along said West right-of-way line, a distance of 63.00 feet to the South right-of-way line of Mandeville Lane (R/W varies); thence South 89°50'30" West along said South right-of-way a distance of 125.00 feet; thence continue along said right-of-way line South 77°08'51" West a distance of 145.96 feet to the POINT OF BEGINNING; thence continue along the same course a distance of 208.98 feet; thence South 00°03'58" West a distance of 15.00 feet; thence North 89°50'30" East a distance of 59.76 feet; thence South 00°03'58" West a distance of 450.00 feet; thence South 89°50'30" West a distance of 450.00 feet; thence South 00°03'58" West a distance of 45.00 feet; thence South 89°50'30" West a distance of 420.00 feet to the West line of the Southeast 1/4 of the Southwest 1/4; thence South 00°03'58" West along said West line a distance of 283.66 feet; thence North 89°45'27" East a distance of 1277.33 feet to said West right-of-way line of Pine Forest Road; thence North 00°19'10" East along said West right-of-way line a distance of 269.80 feet; thence South 80°52'28" West a distance of 270.78 feet; thence North 00°19'10" East a distance of 610.13 feet to the POINT OF BEGINNING.

PARCEL 3:
Commencing at the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence North 00°19'10" East along the East line of said Northeast 1/4 of the Southwest 1/4 a distance of 129.00 feet to the Easterly extension of the North right-of-way line of Mandeville Lane (R/W varies); thence South 89°50'30" West along said North right-of-way line a distance of 181.99 feet for the POINT OF BEGINNING; thence continue along said North right-of-way line South 77°08'51" West a distance of 275.24 feet; thence North 00°19'10" East a distance of 60.49 feet; thence North 89°50'30" East a distance of 268.01 feet to the POINT OF BEGINNING.

OCT 31 1 [illegible]

754337

Recorded in Public Records 10/30/2015 at 12:42 PM OR Book 7429 Page 529, Instrument #2015083317, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $455.00

Prepared By:
Thomas G. Van Matre, Jr.
Taylor & Van Matre, P.A.
4300 Bayou Blvd., Suite #16
Pensacola, Florida 32503
File Number: TVM15-2072
Sales Price $65,000.00

WARRANTY DEED
(INDIVIDUAL)

This WARRANTY DEED, dated **October 29, 2015**
by
WILEY MARVIN BRAMBLETT, as to an undivided one-third (1/3) interest and PATRICIA MAE BRAMBLETT COTTON, as to an undivided one-third (1/3) interest and CLARA A. BRAMBLETT SHULER, as to an undivided one-third (1/3) interest
whose post office address is:
6750 KLONDIKE ROAD, PENSACOLA, FL 32526
hereinafter called the GRANTOR, to
ERIC GLEATON
whose post office address is:
102 E. 9 MILE ROAD, PENSACOLA, FL 32534
hereinafter called the GRANTEE:
(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)
WITNESSETH: That the GRANTOR, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Escambia County, Florida, viz:

Begin at the Northeast corner of the Southeast Quarter of the Southwest Quarter, South 89 degrees 50 minutes 30 seconds West 50 feet to West R/W line of Pine Forest Road (150 ft R/W), North 0 degrees 19 minutes 10 seconds East along the West R/W line 63 feet to South R/W of Mandeville Lane for POB, South 89 degrees 50 minutes 30 seconds West along the South R/W of Mandeville Lane 125 feet, South 77 degrees 08 minutes 51 seconds West 87 feet, South 16 degrees 30 minutes 12 seconds East 292.70 feet, North 89 degrees 50 minutes 30 seconds East 125 feet to West R/W of Pine Forest road, North along the West R/W of road 300 feet to Point of Beginning.

Parcel ID Number:241S31-3140-000-000
THE ABOVE DESCRIBED PROPERTY IS NOT THE CONSTITUTIONAL HOMESTEAD OF THE GRANTORS.
SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

Signed, sealed and delivered in our presence:

Witness Printed Name YVONNE BOUDREAUX

Witness Printed Name

Witness Printed Name

Witness Printed Name

Wiley Marvin Bramblett (Seal)
WILEY MARVIN BRAMBLETT

Patricia Mae Bramblett Cotton (Seal)
PATRICIA MAE BRAMBLETT COTTON

BK: 7429 PG: 530

Witness Printed Name

Witness Printed Name

CLARA A. BRAMBLETT SHULER (Seal)

State of FLORIDA
County of ESCAMBIA
THE FOREGOING INSTRUMENT was acknowledged before me this **October 29, 2015** by:**WILEY MARVIN BRAMBLETT** who is personally known to me or who has produced **Drivers License** as identification.

C. Denise Minton
Notary Public, State of Florida
My Comm. Expires Oct 30, 2017
Commission No. FF 39584

NOTARY PUBLIC
My Commission Expires:

State of FLORIDA
County of ESCAMBIA
THE FOREGOING INSTRUMENT was acknowledged before me this **October 29, 2015** by:**PATRICIA MAE BRAMBLETT COTTON** who is personally known to me or who has produced **Drivers License** as identification.

C. Denise Minton
Notary Public, State of Florida
My Comm. Expires Oct 30, 2017
Commission No. FF 39584

NOTARY PUBLIC
My Commission Expires:

State of FLORIDA
County of ESCAMBIA
THE FOREGOING INSTRUMENT was acknowledged before me this **October 29, 2015** by:**CLARA A. BRAMBLETT SHULER** who is personally known to me or who has produced **Drivers License** as identification.

C. Denise Minton
Notary Public, State of Florida
My Comm. Expires Oct 30, 2017
Commission No. FF 39584

NOTARY PUBLIC
My Commission Expires:

BK: 7429 PG: 531 Last Page

RESIDENTIAL SALES
ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, seller of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the county of the veracity of any disclosure statement.

NAME OF ROADWAY: PINE FOREST ROAD

LEGAL ADDRESS OF PROPERTY:
7055 PINE FOREST ROAD, PENSACOLA, Florida 32526

THE COUNTY HAS NOT ACCEPTED THE ABUTTING ROADWAY FOR MAINTENANCE. (STATE ROAD)

This form completed by: TVM15-2072
Taylor & Van Matre, P.A.
4300 Bayou Boulevard ,Suite 16
Pensacola , Florida

AS TO SELLER(S):

- Witness

- Witness

WILEY MARVIN BRAMBLETT - Seller

PATRICIA MAE BRAMBLETT COTTON - Seller

CLARA A. BRAMBLETT SHULER - Seller

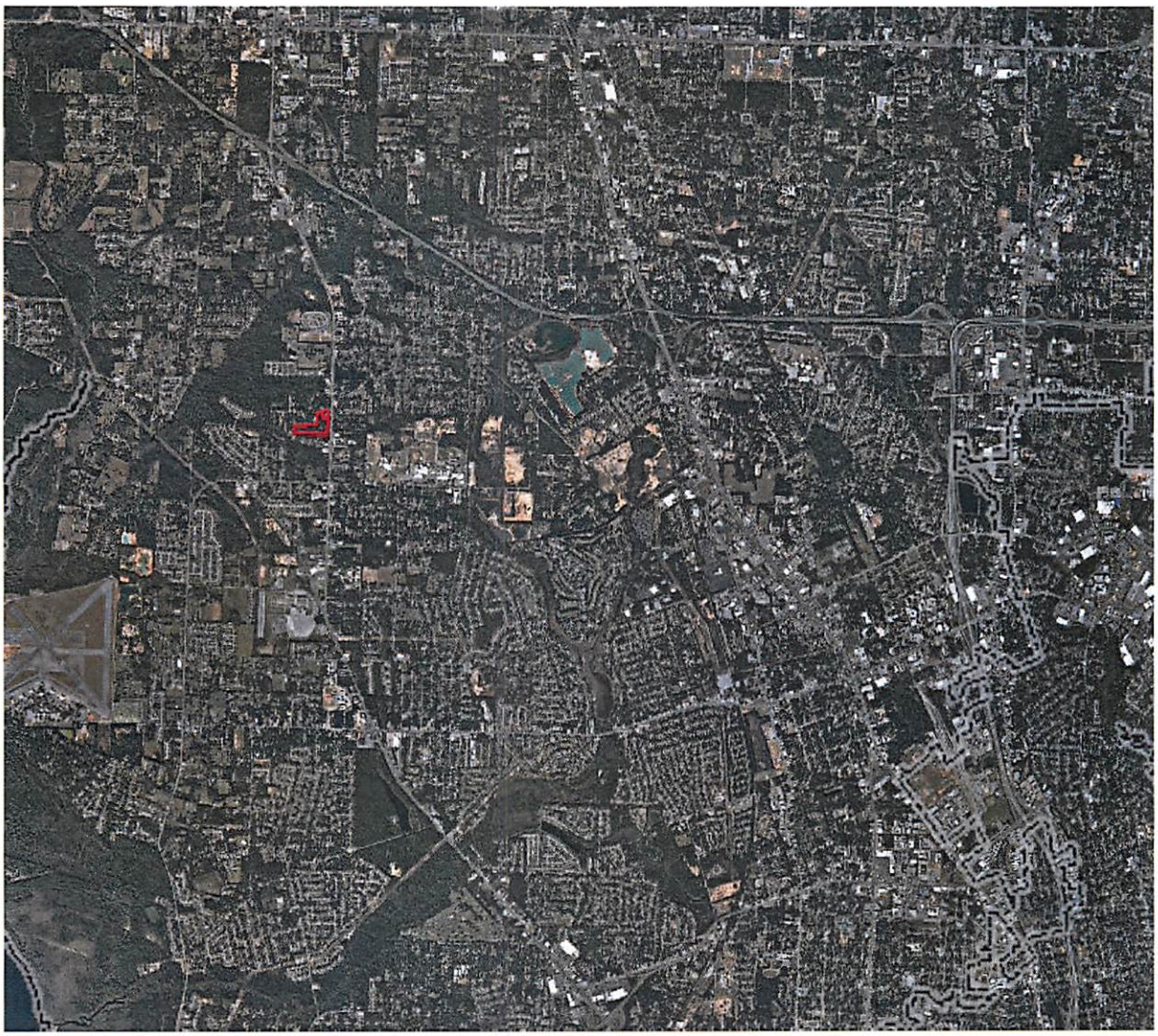
AS TO BUYER(S):

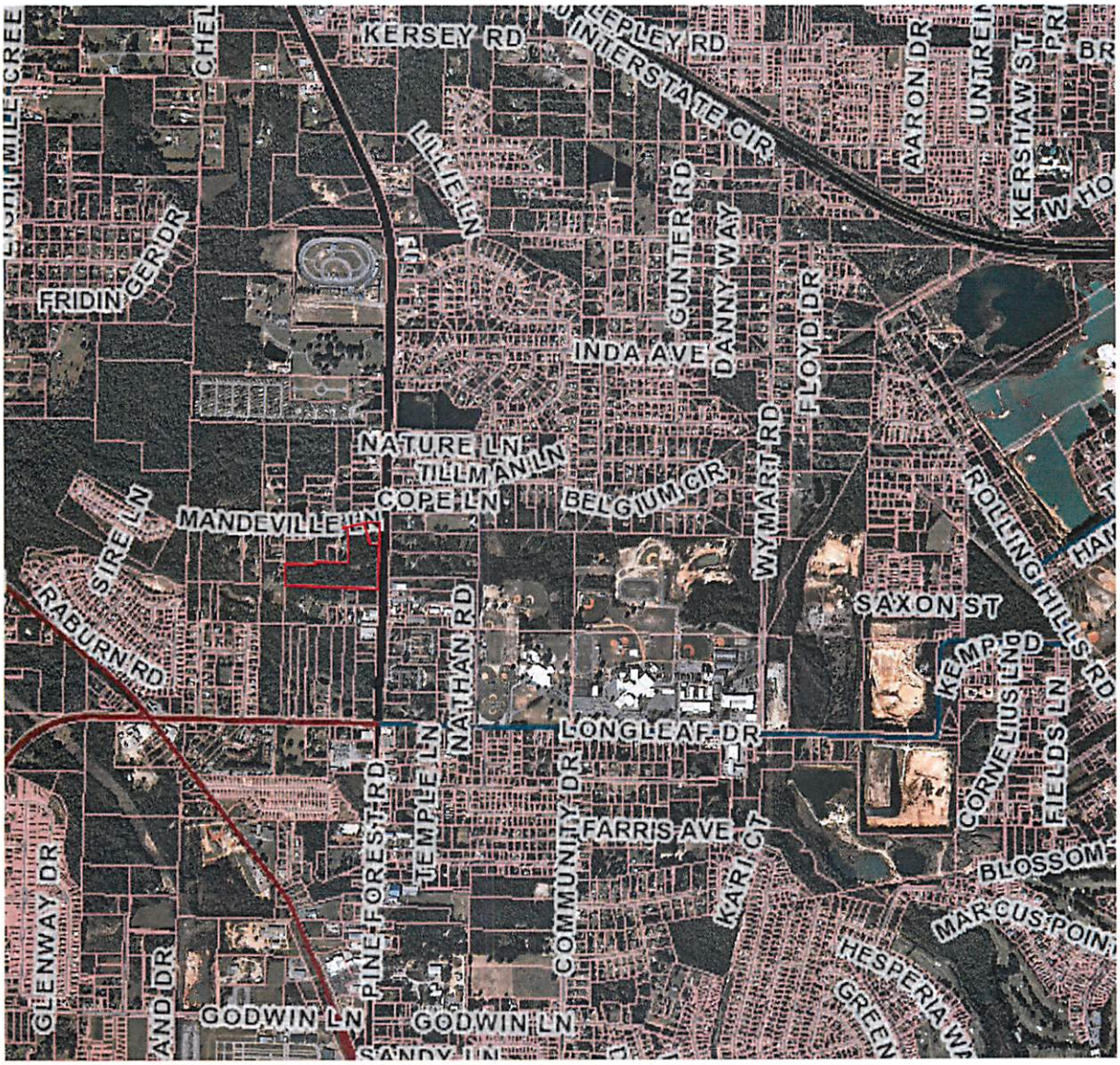
- Witness

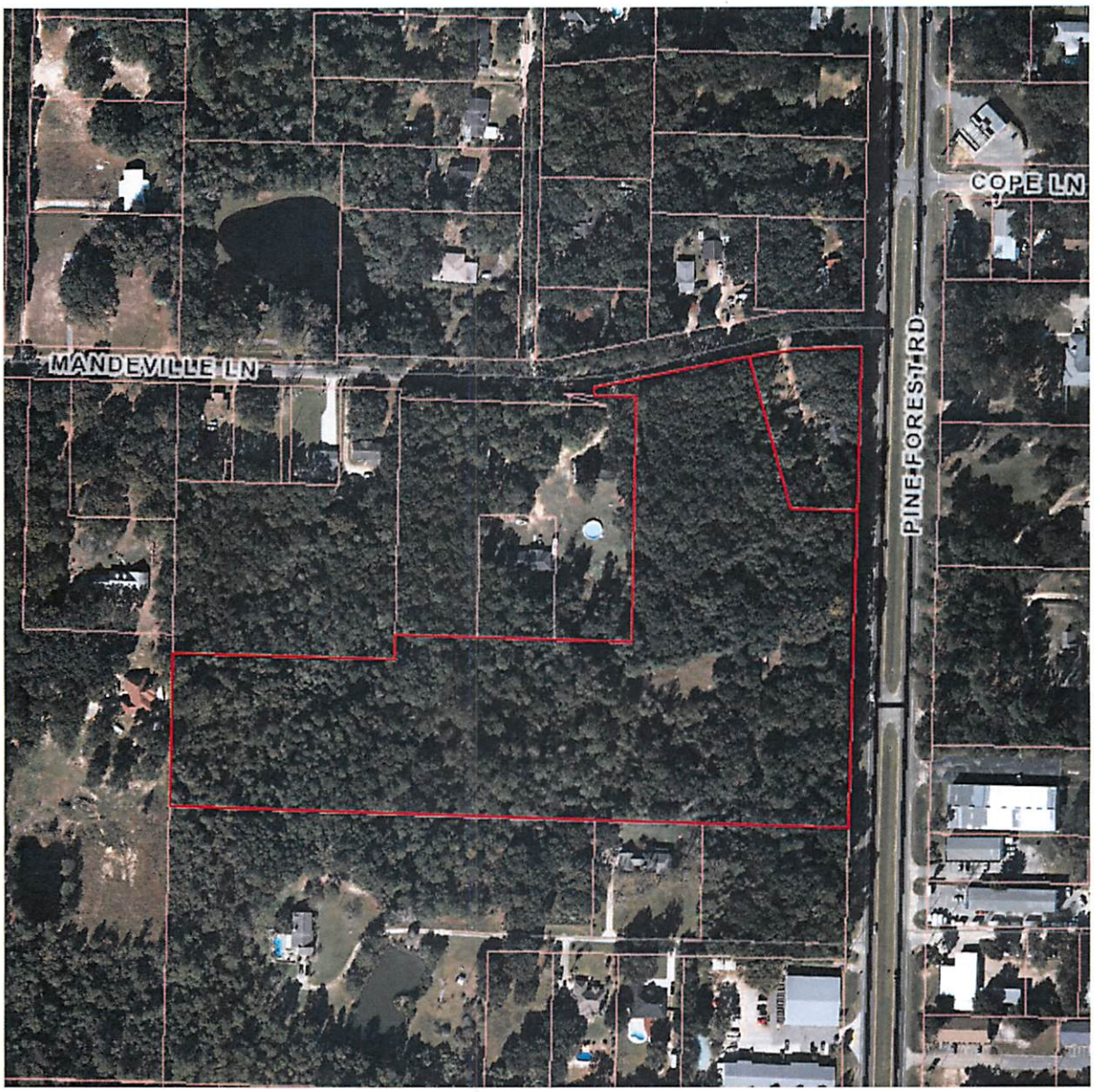
- Witness

ERIC GLEATON - Buyer

- Buyer




KERSEY RD
INTERSTATE CIR
LILLIE LN
GUNTER RD
DANNY WAY
FLOYD DR
AARON DR
KERSHAW ST
FRIDINGER DR
INDA AVE
NATURE LN
TILLMAN LN
COPE LN
BELGIUM CIR
WYMART RD
ROLLING HILLS RD
MANDEVILLE LN
SIRE LN
RABURN RD
SAXON ST
KEMP RD
NATHAN RD
LONGLEAF DR
CORNELIUS LN
FIELDS LN
TEMPLE LN
PINE FOREST RD
COMMUNITY DR
FARRIS AVE
KARI CT
BLOSSOM
MARCUS POINT
GLENWAY DR
HESPERIA
GODWIN LN
GODWIN LN
SANDY LN


MANDEVILLE LN
PINE FOREST RD
COPE LN

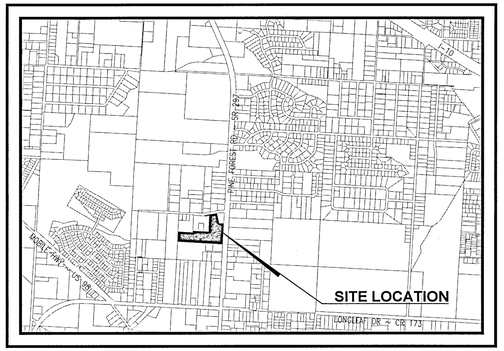
We are requesting a FLU Amendment for two parcels located at 7045 Pine Forest Road and 7055 Pine Forest Road. Respectively, the Parcel Reference numbers are 241S314230000020 and 241S313140000000. The total acreage of the properties is 14.4acres. Below are the legal descriptions.

7045 Pine Forest Road (241S314230000020):

BEG AT NE COR OF SE 1/4 OF SW 1/4 S 89 DEG 50 MIN 30 SEC W ALG N LI OF SE 1/4 OF SW 1/4 50 FT TO W R/W LI OF PINE FOREST RD (150 FT R/W) N 00 DEG 19 MIN 10 SEC E ALG W R/W LI 63 FT TO S R/W LI OF MANDEVILLE LN (R/W VARIES) S 89 DEG 50 MIN 30 SEC W ALG S R/W 125 FT S 77 DEG 08 MIN 51 SEC W 87 FT FOR POB CONT S 77 DEG 08 MIN 51 SEC W 58 96/100 FT S 0 DEG 19 MIN 10 SEC W 610 13/100 FT N 80 DEG 52 MIN 28 SEC E 270 78/100 FT TO W R/W OF PINE FOREST RD N 0 DEG 19 MIN 10 SEC W ALG W R/W LI 300 FT S 89 DEG 50 MIN 30 SEC W 125 FT N 16 DEG 30 MIN 12 SEC W 292 7/10 FT TO POB AND BEG AT NE COR OF SE 1/4 OF SW 1/4 S 89 DEG 50 MIN 30 SEC W ALG N LI OF SE 1/4 OF SW 1/4 50 FT TO W R/W LI OF PINE FOREST RD (150 FT R/W) N 0 DEG 19 MIN 10 SEC E ALG SD W R/W LI 63 FT TO S R/W LI MANDEVILLE LN S 89 DEG 50 MIN 30 SEC W ALG S R/W 125 FT CONT ALG R/W LI S 77 DEG 08 MIN 51 SEC W 145 96/100 FT FOR POB CONT ALG SAME COURSE 208 96/100 FT S 00 DEG 03 MIN 58 SEC W 15 FT N 89 DEG 50 MIN 30 SEC E 59 76/100 FT S 00 DEG 03 MIN 58 SEC W 450 FT S 89 DEG 50 MIN 30 SEC W 450 FT S 00 DEG 03 MIN 58 SEC W 45 FT S 89 DEG 50 MIN 30 SEC W 420 FT TO W LI OF SE 1/4 OF SW 1/4 S 00 DEG 03 MIN 58 SEC W ALG SD W LI 283 66/100 FT N 89 DEG 45 MIN 27 SEC E 1277 33/100 FT TO W R/W LI OF PINE FOREST RD N 00 DEG 19 MIN 10 SEC E ALG SD W R/W LI 269 80/100 FT S 80 DEG 52 MIN 28 SEC W 270 78/100 FT N 00 DEG 19 MIN 10 SEC E 610 13/100 FT TO POB OR 2773 P 473 OR 3004 P 240

7055 Pine Forest Road (241S313140000000):

BEG AT NE COR OF SE 1/4 OF SW 1/4 S 89 DEG 50 MIN 30 SEC W 50 FT TO W R/W LI OF PINE FOREST RD (150 FT R/W) N 0 DEG 19 MIN 10 SEC E ALG W R/W LI 63 FT TO S R/W OF MANDEVILLE LN FOR POB S 89 DEG 50 MIN 30 SEC W ALG S R/W OF MANDEVILLE LN 125 FT S 77 DEG 08 MIN 51 SEC W 87 FT S 16 DEG 30 MIN 12 SEC E 292 70/100 FT N 89 DEG 50 MIN 30 SEC W 125 FT TO W R/W OF PINE FOREST RD N ALG W R/W OF RD 300 FT TO POB OR 7429 P 529 OR 7446 P 869



VICINITY MAP
1" = 2000'

HORIZONTAL SCALE
0 30 60 120
(IN FEET)
1 INCH = 60 FT.

DESCRIPTION: (OFFICIAL RECORDS BOOK 2773, PAGE 473)

PARCEL 1:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150.00' R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE SOUTH 77°08'51" WEST A DISTANCE OF 145.96 FEET' THENCE SOUTH 00°19'10" WEST A DISTANCE OF 610.13 FEET; THENCE NORTH 89°50'28" EAST A DISTANCE OF 270.78 FEET TO SAID WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD; THENCE NORTH 00°19'10" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 275.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 125.00 FEET; THENCE NORTH 00°19'10" EAST A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150' R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE SOUTH 77°08'51" WEST A DISTANCE OF 145.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME COURSE A DISTANCE OF 208.98 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 89°50'30" EAST A DISTANCE OF 59.76 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 45.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 420.00 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 00°03'58" WEST ALONG SAID WEST LINE A DISTANCE OF 283.66 FEET; THENCE NORTH 89°45'27" EAST A DISTANCE OF 1277.33 FEET TO SAID WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD; THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE 4F 269.80 FEET; THENCE SOUTH 80°52'28" WEST A DISTANCE OF 270.78 FEET; THENCE NORTH 00°19'10" EAST A DISTANCE OF 610.13 FEET TO THE POINT OF BEGINNING.

AND (OFFICIAL RECORDS BOOK 3004, PAGE 240)

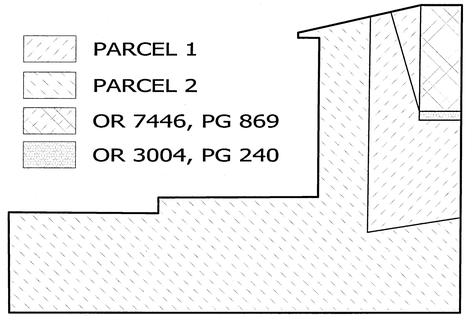
COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150' R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET; THENCE SOUTH 00°19'10" WEST A DISTANCE OF 300.00' FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAME COURSE FOR A DISTANCE OF 25.00 FEET; THENCE NORTH 89°50'30" EAST FOR A DISTANCE OF 125.00'; THENCE NORTH 00°19'10" EAST FOR A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°50'30" WEST FOR A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.07 ACRES MORE OR LESS.

AND (OFFICIAL RECORDS BOOK 7446, PAGE 869)

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 89 DEGREES 50 MINUTES 30 SECONDS WEST 50 FEET TO WEST R/W LINE OF PINE FOREST ROAD (150 FT R/W), NORTH 0 DEGREES 19 MINUTES 10 SECONDS EAST ALONG THE WEST R/W LINE 63 FEET TO SOUTH R/W OF MANDEVILLE LANE FOR POB, SOUTH 89 DEGREES 50 MINUTES 30 SECONDS WEST ALONG THE SOUTH R/W OF MANDEVILLE LANE 125 FEET, SOUTH 77 DEGREES 08 MINUTES 51 SECONDS WEST 87 FEET, SOUTH 16 DEGREES 30 MINUTES 12 SECONDS EAST 292.70 FEET, NORTH 89 DEGREES 50 MINUTES 30 SECONDS EAST 125 FEET TO WEST R/W OF PINE FOREST ROAD, NORTH ALONG THE WEST R/W OF ROAD 300 FEET TO POINT OF BEGINNING.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE GRID BEARING OF S 03°05'36" W ALONG THE WEST RIGHT OF WAY LINE OF PINE FOREST ROAD (STATE ROAD 297 – 150' R/W) AND IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)–(2011)–(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) TRIMBLE R2 DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; A COPY OF FDOT RIGHT OF WAY MAP OF STATE ROAD 297, SECTION 48190–2501, SHEET 3 OF 6, DATED 6/21/1966; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) VERTICAL CONTROL NETWORK BENCH MARK NUMBER 48–00–D04HV HAVING A PUBLISHED ELEVATION OF 99.55 FEET
3. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
4. VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HERON.
5. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
6. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
7. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0360G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
8. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
9. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
10. THE SURVEYING BUSINESS CERTIFICATE OF AUTHORIZATION NUMBER FOR McKIM & CREED, INC. IS LB7917.
11. THE ENVIRONMENTAL JURISDICTIONAL WETLANDS LINES AS SHOWN HEREON ARE BASED ON INFORMATION PROVIDED BY BIOME CONSULTING GROUP, 1300 W GOVERNMENT ST., PENSACOLA, FLORIDA, 850 435-9367.
12. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

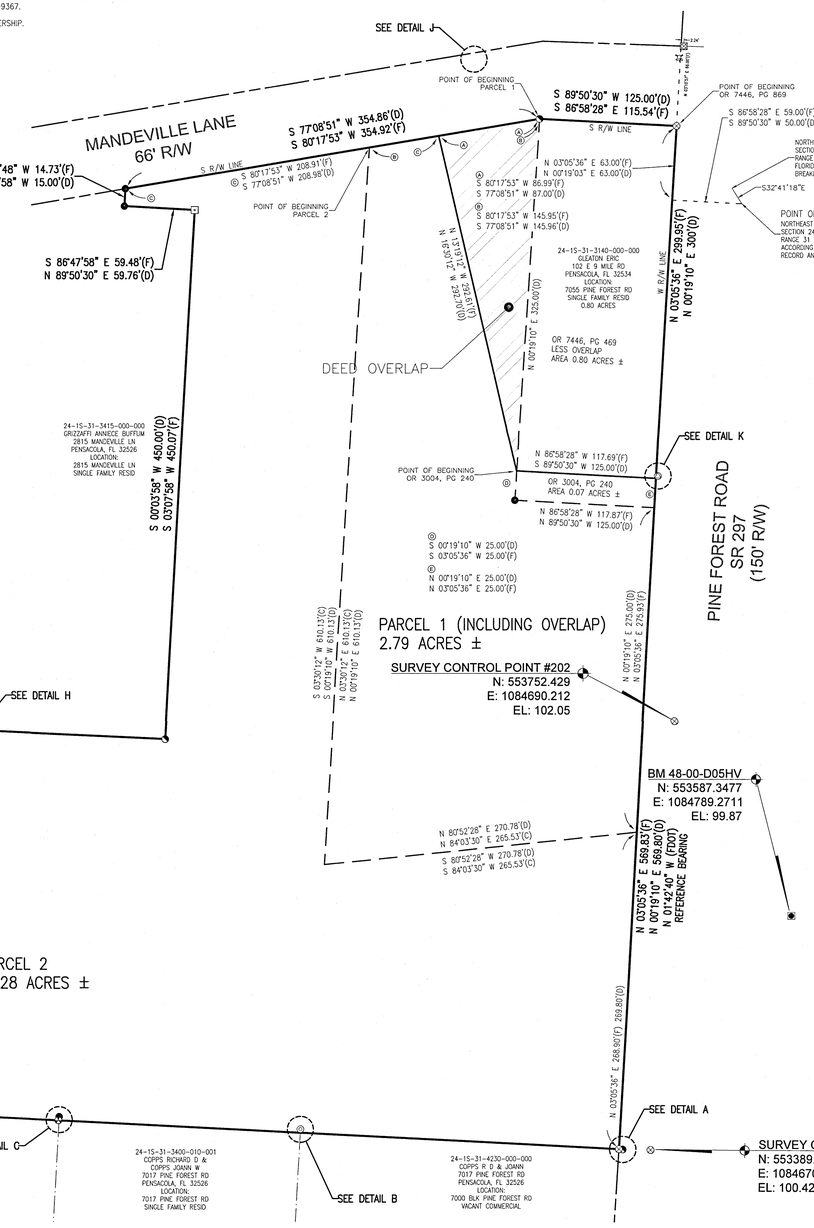


PARCEL KEY
(NTS)

LEGEND:

SET 1/2" DIA CAPPED IRON ROD (LB7917)	CHAIN LINK FENCE	TELEPHONE JUNCTION BOX ON CONC PAD	LICENSED SURVEYOR NUMBER
FOUND 1/2" DIA CAPPED IRON ROD (LB5112/"DRB"/"BUTLER")	WOOD PANEL FENCE	GUY WIRE ANCHOR	MITERED END SECTION
FOUND 1/2" DIA CAPPED IRON ROD ("CURLE")	MISCELLANEOUS FENCE (TYPE NOTED)	WOOD UTILITY POLE	MONUMENTED
FOUND 1/2" DIA RED CAPPED IRON ROD ("BUTLER")	OVERHEAD UTILITIES	GALVANIZED STEEL FENCE POST (NO FENCE)	NORTH AMERICAN VERTICAL DATUM 1988
FOUND 1/2" DIA DIA IRON PIPE (UNNUMBERED)	DROP INLET	MAILBOX	NOT TO SCALE
FOUND 1" DIA IRON PIPE (UNNUMBERED)	WATER VALVE	BORE	OFFICIAL RECORD BOOK
FOUND 1/2" DIA IRON PIPE (UNNUMBERED)	FIRE HYDRANT	SINGLE SUPPORT SIGN	PAGE
FOUND BOLT (UNNUMBERED)	ELECTRIC METER	FDOT REFLECTOR	REINFORCED CONCRETE PIPE
FOUND AXLE (UNNUMBERED)	BURIED GAS LINE MARKER	SPOT ELEVATION	RIGHT-OF-WAY
FOUND PK NAIL (UNNUMBERED)	BURIED PROPANE TANK	ELEVATION CONTOUR LINE AT ONE FOOT INTERVALS	STATE ROAD
FOUND 4"X4" CONCRETE MONUMENT (UNNUMBERED)	TELEPHONE MANHOLE	BENCHMARK	TOP OF WALL
FOUND 4"X4" CONCRETE MONUMENT WITH BRASS DISK (LB6679)	BURIED FIBER OPTIC CABLE MARKER	BACK OF CURB	
FOUND 4"X4" CONCRETE MONUMENT WITH BRASS DISK (FDOT)	COMMUNICATIONS VAULT (SQUARE)	BOTTOM OF WALL	
SET BENCHMARK	COMMUNICATIONS VAULT (ROUND)	(C) CALCULATED PER DEED	
LINE SHOWN NOT TO SCALE			

CONC	CONCRETE	LS	LICENSED SURVEYOR NUMBER
CMP	CORRUGATED METAL PIPE	MES	MITERED END SECTION
(D)	DEED INFORMATION	MON.	MONUMENTED
(D2)	DEED INFORMATION PER O.R. 5715, PG 979	NAVD 88	NORTH AMERICAN VERTICAL DATUM 1988
DIA	DIAMETER	NTS	NOT TO SCALE
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE	O.R.	OFFICIAL RECORD BOOK
EOP	EDGE OF PAVEMENT	PG	PAGE
EL	ELEVATION	RCP	REINFORCED CONCRETE PIPE
(F)	FIELD INFORMATION	R/W	RIGHT-OF-WAY
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	SR	STATE ROAD
H/W	HEADWALL	TOW	TOP OF WALL
INV	INVERT		
LB	LICENSED SURVEYING BUSINESS NUMBER		



AREA BREAKDOWN
PARCEL 1 (INCLUDING OVERLAP): 2.79 ACRES ±
PARCEL 2: 10.28 ACRES ±
OR 7446 PG 469 (LESS OVERLAP): 0.80 ACRES ±
OR 3004 PG 240: 0.07 ACRES ±
TOTAL AREA = 13.94 ACRES ±



TREE LEGEND:
BAY
CYPRESS
ELM
MAGNOLIA
OAK
PALM

NOTE UNLESS STATED OTHERWISE: NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS THEREOF WERE NOT LOCATED UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

McKIM & CREED
1206 N. Palafox St.
Pensacola, Florida 32501
Phone: (850) 994-5503
FL Surveying Business #LB7917
FL Certificate of Authorization# 29588
www.mckimcreed.com

BOUNDARY AND TOPOGRAPHIC SURVEY
7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION 24 TOWNSHIP 1S RANGE 31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING AS ADOPTED AND ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STEPHEN GARY ROUTAN, FLORIDA PROFESSIONAL SURVEYOR, LICENSE NO. 4289 — DATE 11/21/19

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 60'
FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

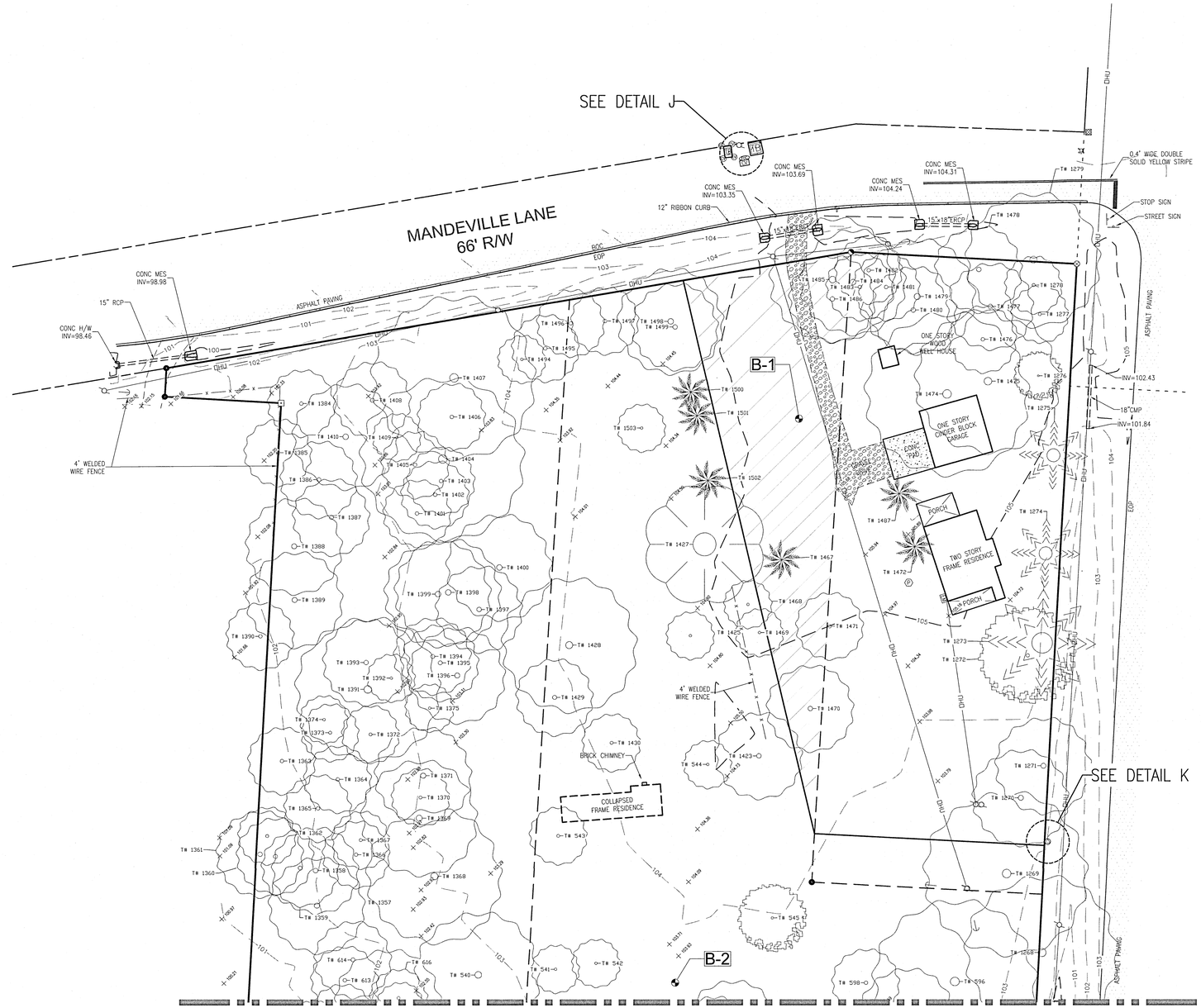
HORIZONTAL SCALE

0 15 30 60

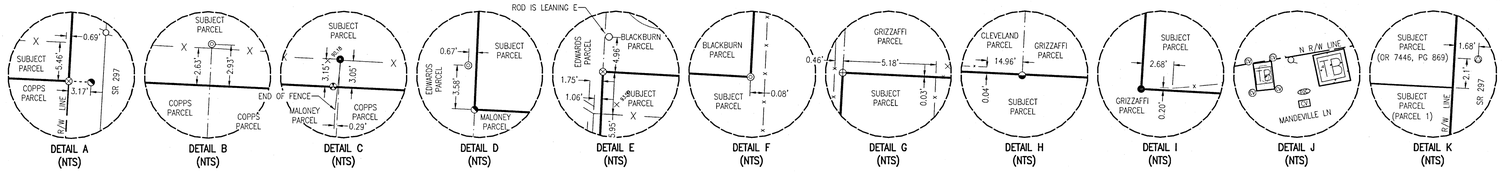
(IN FEET)

1 INCH = 30 FT.

NORTH



MATCHLINE A - SEE SHEET 2



SHEET 2 OF 4

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BOUNDARY AND TOPOGRAPHIC SURVEY

7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION 24 TOWNSHIP: 1S RANGE 31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYORS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 4269

11/21/19
DATE

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

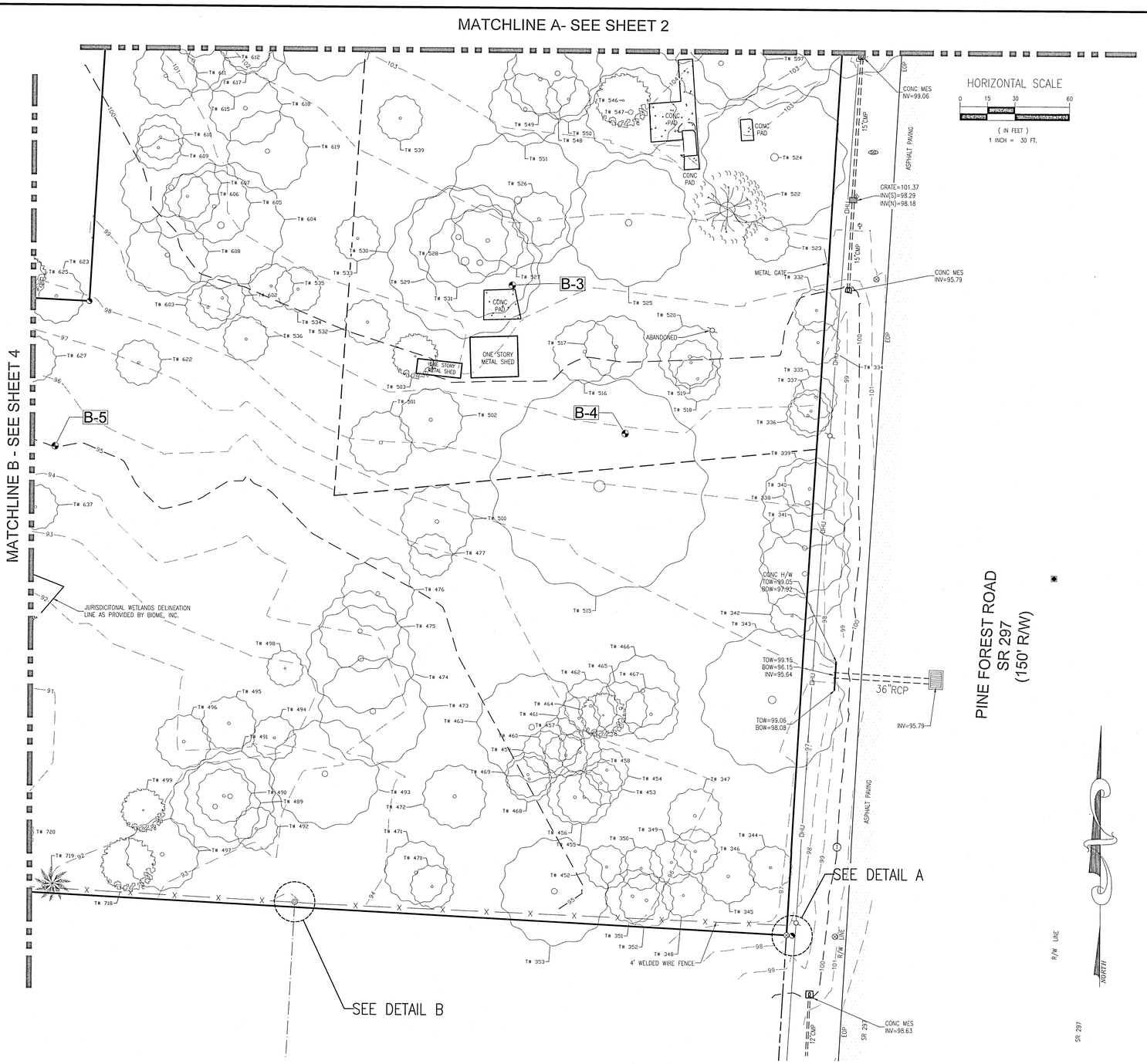
Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'

FIELD DATE: 11/20/19
CREW: RS/DD
CREW: -
FB R618 PG 61-64
FB R618 PG 67-85

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
332	OAK	24'	12"
334	OAK	24'	12"
335	OAK	24'	12"
336	OAK	24'	15"
337	OAK	24'	12"
338	OAK	30'	24"
339	OAK	50'	36"
340	OAK	50'	36"
341	OAK	50'	34"
342	OAK	24'	12"
343	OAK	80'	48"
344	OAK	24'	18"
345	OAK	30'	15"
346	OAK	25'	12"
347	OAK	30'	15"
348	OAK	24'	12"
349	OAK	24'	18"
350	OAK	24'	12"
351	OAK	30'	15"
352	OAK	30'	15"
353	OAK	60'	32"
452	OAK	24'	12"
453	OAK	24'	12"
454	OAK	24'	12"
455	OAK	30'	18"
456	OAK	30'	18"
457	OAK	24'	15"
458	OAK	24'	15"
459	OAK	24'	15"
460	OAK	24'	15"
461	OAK	24'	15"
462	OAK	30'	20"
463	OAK	60'	32"
464	MAGNOLIA	25'	15"
465	OAK	30'	18"
466	OAK	40'	28"
467	OAK	30'	18"
468	OAK	25'	12"
469	OAK	25'	12"
470	OAK	24'	12"
471	OAK	35'	20"
472	OAK	35'	20"
473	OAK	60'	30"
474	OAK	60'	30"
475	OAK	45'	26"
476	OAK	40'	24"
477	OAK	24'	12"
489	OAK	50'	20"
490	OAK	30'	20"
491	OAK	50'	24"
492	OAK	24'	12"
493	OAK	60'	42"
494	OAK	24'	12"
495	OAK	30'	18"
496	OAK	30'	22"
497	OAK	40'	24"
498	OAK	20'	12"
499	MAGNOLIA	24'	12"
500	OAK	40'	12"-15"-18" SPLIT
501	OAK	35"	15"-18" SPLIT
502	OAK	35"	22"
503	MAGNOLIA	25'	15"
515	OAK	120'	84"
516	OAK	35'	18"
517	OAK	35"	22"
518	OAK	25'	15"
519	OAK	25'	12"
520	OAK	35"	23"
522	ELM	40'	23"
523	OAK	25'	15"
524	OAK	80'	52"
525	OAK	70'	48"
526	OAK	30'	15"
527	OAK	75'	55"
528	OAK	40'	28"
529	OAK	60'	48"
530	OAK	85'	66"
531	OAK	55'	34"
532	OAK	25'	12"
533	OAK	25'	15"
534	OAK	25'	15"
535	OAK	25'	15"
536	OAK	25'	15"
539	OAK	25'	15"
540	OAK	65'	40"
541	OAK	25'	12"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
542	OAK	25'	12"
543	OAK	30'	20"
544	OAK	25'	12"
545	MAGNOLIA	35'	20"
546	MAGNOLIA	30'	18"
547	OAK	50'	30"
548	OAK	50'	30"
549	OAK	40'	20"
550	OAK	25'	12"
551	OAK	40'	20"
596	OAK	85'	52"
597	OAK	50'	35"
598	OAK	35"	20"
602	OAK	25'	15"
603	OAK	25'	12"
604	OAK	70'	44"
605	OAK	40'	28"
606	OAK	25'	18"
607	OAK	55'	30"
608	OAK	45'	28"
609	OAK	25'	18"
610	OAK	25'	18"
611	OAK	35'	22"
612	OAK	35'	24"
613	OAK	35'	22"
614	OAK	40'	25"
615	OAK	55'	32"
616	OAK	30'	18"
617	OAK	25'	18"
618	OAK	40'	23"
619	OAK	45'	26"
622	OAK	25'	15"
623	OAK	30'	18"
624	OAK	35'	22"
625	MAGNOLIA	20'	14"
627	OAK	25'	15"
636	OAK	25'	18"
637	OAK	25'	18"
679	OAK	30'	18"
683	OAK	25'	15"
684	OAK	25'	15"
685	OAK	20'	12"
686	OAK	20'	12"
688	MAGNOLIA	20'	12"
689	OAK	20'	15"
690	MAGNOLIA	20'	12"
691	MAGNOLIA	20'	12"
692	OAK	25'	15"
693	OAK	25'	15"
694	OAK	25'	12"
695	OAK	25'	15"
696	OAK	30'	18"
697	OAK	25'	15"
698	OAK	30'	18"
699	OAK	30'	15"
702	OAK	25'	15"
703	BAY	25'	18"
704	BAY	25'	15"
706	BAY	30'	18"
707	BAY	20'	12"
709	BAY	25'	15"
710	BAY	25'	15"
711	BAY	25'	12"
714	BAY	25'	18"
716	BAY	25'	18"
717	OAK	25'	18"
718	MAGNOLIA	30'	18"
719	PALM	20'	18"
720	MAGNOLIA	30'	15"
721	MAGNOLIA	20'	12"
723	OAK	30'	15"
729	OAK	30'	15"
730	BAY	25'	15"
731	OAK	20'	15"
732	OAK	30'	24"
738	BAY	20'	12"
739	BAY	25'	18"
740	BAY	25'	15"
741	BAY	40'	25"
743	BAY	40'	22"
744	OAK	30'	18"
745	OAK	30'	18"
746	OAK	25'	15"
747	BAY	25'	15"
748	BAY	20'	12"
750	OAK	50'	23"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
751	OAK	20'	12"
767	OAK	30'	20"
768	OAK	40'	26"
770	OAK	25'	15"
771	OAK	25'	15"
772	OAK	20'	12"
773	OAK	25'	15"
774	OAK	25'	18"
775	OAK	25'	18"
776	OAK	20'	12"
777	OAK	20'	12"
778	OAK	30'	20"
779	OAK	30'	20"
782	OAK	25'	18"
783	OAK	25'	18"
784	OAK	25'	15"
785	OAK	25'	15"
786	OAK	25'	15"
809	OAK	25'	15"
811	BAY	20'	15"
812	BAY	20'	15"
813	OAK	20'	15"
814	OAK	20'	12"
815	BAY	30'	20"
826	MAGNOLIA	25'	15"
838	OAK	25'	15"
840	OAK	50'	30"
841	OAK	50'	30"
842	OAK	50'	30"
844	OAK	25'	12"
845	OAK	25'	15"
846	OAK	35'	20"
847	OAK	25'	16"
848	OAK	25'	15"
849	OAK	30'	22"
850	OAK	30'	22"
852	OAK	25'	15"
853	MAGNOLIA	25'	15"
856	OAK	50'	26"
857	OAK	25'	15"
858	OAK	25'	18"
860	OAK	20'	12"
861	OAK	25'	15"
862	OAK	25'	15"
863	OAK	25'	12"
864	OAK	25'	15"
865	OAK	25'	12"
866	OAK	25'	12"
867	OAK	25'	12"
869	OAK	25'	12"
870	OAK	50'	32"
871	OAK	25'	15"
872	OAK	25'	15"
873	OAK	25'	15"
874	OAK	25'	15"
875	OAK	30'	18"
876	OAK	20'	12"
878	OAK	30'	20"
879	OAK	25'	12"
880	OAK	30'	18"
902	OAK	20'	12"
903	OAK	20'	12"
904	OAK	25'	15"
905	OAK	25'	15"
906	OAK	25'	15"
907	OAK	25'	12"
908	OAK	25'	12"
909	OAK	35'	20"
910	OAK	30'	18"
911	OAK	30'	18"
912	OAK	25'	15"
914	OAK	20'	12"
915	OAK	20'	12"



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BOUNDARY AND TOPOGRAPHIC SURVEY
7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION-24 TOWNSHIP-1S RANGE-31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON, TO BE CORRECT AND CONFORMS WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 6268

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'
FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

SHEET 3 OF 4

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
943	OAK	30'	18"
944	OAK	70'	44"
945	OAK	40'	20"
946	OAK	40'	20"
947	OAK	30'	15"
948	OAK	30'	15"
949	MAGNOLIA	25'	12"~12" SPLIT
950	OAK	30'	15"
971	MAGNOLIA	35'	18"~12" SPLIT
972	MAGNOLIA	25'	12"
973	MAGNOLIA	25'	12"
974	MAGNOLIA	25'	15"
975	MAGNOLIA	35'	18"~18" SPLIT
976	OAK	35'	18"~15" SPLIT
977	OAK	35'	18"~15" SPLIT
1268	OAK	80'	60"
1269	OAK	85'	64"
1270	OAK	50'	30"
1271	OAK	50'	32"
1272	MAGNOLIA	50'	15"~20" SPLIT
1273	CYPRESS	55'	12"~20" SPLIT
1274	CYPRESS	35'	22"
1275	CYPRESS	35'	22"
1276	MAGNOLIA	25'	12"
1277	OAK	30'	18"
1278	OAK	30'	18"
1279	OAK	70'	50"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1357	OAK	50'	28"
1358	OAK	45'	32"
1359	OAK	40'	22"
1360	OAK	40'	22"
1361	OAK	45'	30"
1362	OAK	30'	18"
1363	OAK	35'	28"
1364	OAK	35'	28"
1365	OAK	35'	23"
1366	OAK	35'	22"
1367	OAK	30'	18"
1368	OAK	70'	48"
1369	OAK	60'	20"~20" SPLIT
1370	OAK	30'	18"
1371	OAK	50'	30"
1372	OAK	30'	18"
1373	OAK	30'	18"
1374	OAK	25'	12"
1375	OAK	25'	15"
1384	OAK	35'	20"
1385	OAK	35'	20"
1386	OAK	40'	26"
1387	OAK	40'	22"
1388	OAK	50'	30"
1389	OAK	50'	30"
1390	OAK	35'	16"
1391	OAK	75'	54"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1392	OAK	25'	12"
1393	OAK	45'	24"
1394	OAK	40'	20"
1395	OAK	40'	22"
1396	OAK	50'	28"
1397	OAK	45'	22"
1398	OAK	55'	33"
1399	OAK	55'	30"
1400	OAK	55'	30"
1401	OAK	35'	20"
1402	OAK	35'	20"
1403	OAK	35'	22"
1404	OAK	85'	50"
1405	OAK	35'	20"
1406	OAK	35'	20"
1407	OAK	85'	68"
1408	OAK	40'	20"
1409	OAK	25'	12"
1410	OAK	55'	30"
1423	OAK	45'	28"
1425	OAK	25'	15"
1427	PECAN	60'	30"
1428	OAK	70'	52"
1429	OAK	40'	20"
1430	OAK	30'	18"
1467	PALM	20'	15"
1468	OAK	25'	15"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1469	OAK	25'	15"
1470	OAK	45'	26"
1471	OAK	35'	15"
1472	PALM	20'	15"
1474	OAK	85'	60"
1475	OAK	75'	50"
1476	OAK	35'	18"
1477	OAK	45'	22"
1478	OAK	45'	32"
1479	OAK	60'	48"
1480	OAK	45'	22"
1481	OAK	35'	18"
1482	OAK	35'	20"
1483	OAK	35'	22"
1484	OAK	55'	26"
1485	OAK	65'	34"
1486	OAK	45'	24"
1487	PALM	20'	15"
1494	OAK	25'	15"
1495	OAK	35'	20"
1496	OAK	35'	20"
1497	OAK	35'	20"
1498	OAK	55'	30"
1499	OAK	45'	24"
1500	PALM	20'	15"
1501	PALM	20'	15"
1502	PALM	20'	15"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1503	OAK	25'	12"

HORIZONTAL SCALE
0 15 30 60
(IN FEET)
1 INCH = 30 FT.

NORTH

SEE DETAIL E
SEE DETAIL G
SEE DETAIL H
SEE DETAIL F
SEE DETAIL D
SEE DETAIL C
MATCHLINE B - SEE SHEET 3
B-7
B-6
4' WELDED WIRE FENCE
6' WOOD BOARD FENCE
JURISDICITONAL WETLANDS DELINEATION LINE AS PROVIDED BY BIOME, INC.

NOTE UNLESS STATED OTHERWISE: NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE; THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS THEREOF WERE NOT LOCATED UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

McKIM&CREED
1206 N. Palafox St.
Pensacola, Florida 32501
Phone: (850) 994-9505
FL Surveying Business #LB7917
FL Certificate of Authorization 28888
www.mckimcreed.com

BOUNDARY AND TOPOGRAPHIC SURVEY
7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION 24 TOWNSHIP-1S RANGE31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5J-17.050, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTH, SURVEYOR AND MAPPER, LICENSE NO. 6268
PROFESSIONAL LAND SURVEYOR, STATE OF FLORIDA

DATE

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'

FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

SHEET 4 OF 4

NELSON THAXTON.
NELSON THAXTON LAND SURVEYING
1005 PALISADE ROAD
PENSACOLA, FL 32504
(850) 474-1393

BOUNDARY SURVEY OF:
A PARCEL OF LAND IN SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST
ESCAMBIA COUNTY, FLORIDA
FOREST PINE FOREST P.B.

DESCRIPTION (AS FURNISHED)

PARCEL 1:
Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence South 89°50'30" West along the North line of said Southeast 1/4 of the Southwest 1/4 a distance of 50.00 feet to the West right-of-way line of Pine Forest Road (150.00' R/W); thence North 00°19'10" East along said West right-of-way line a distance of 60.00 feet to the South right-of-way line of Mandeville Lane (R/W varies); thence South 89°50'30" West along said South right-of-way a distance of 125.00 feet for the POINT OF BEGINNING; thence continue along said right-of-way line South 77°08'51" West a distance of 145.96 feet; thence South 00°19'10" West a distance of 610.13 feet; thence North 80°52'28" East a distance of 270.78 feet to said West right-of-way line of Pine Forest Road; thence North 00°19'10" West along said West right-of-way line a distance of 275.00 feet; thence South 89°50'30" West a distance of 125.00 feet; thence North 00°19'10" East a distance of 323.00 feet to the POINT OF BEGINNING.

PARCEL 2:
Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence South 89°50'30" West along the North line of said Southeast 1/4 of the Southwest 1/4 a distance of 50.00 feet to the West right-of-way line of Pine Forest Road (150' R/W); thence North 00°19'10" East along said West right-of-way line, a distance of 60.00 feet to the South right-of-way line of Mandeville Lane (R/W varies); thence South 89°50'30" West along said South right-of-way a distance of 125.00 feet; thence continue along said right-of-way line South 77°08'51" West a distance of 145.96 feet to the POINT OF BEGINNING; thence continue along the same course a distance of 200.00 feet; thence South 00°03'58" West a distance of 50.00 feet; thence North 89°50'30" East a distance of 59.76 feet; thence South 00°03'58" West a distance of 450.00 feet; thence South 89°50'30" West a distance of 450.00 feet; thence South 00°03'58" West a distance of 45.00 feet; thence South 89°50'30" West a distance of 420.00 feet to the West line of the Southeast 1/4 of the Southwest 1/4; thence South 00°03'58" West along said West line a distance of 283.66 feet; thence North 89°49'47" East a distance of 1277.33 feet to said West right-of-way line of Pine Forest Road; thence North 00°19'10" East along said West right-of-way line a distance of 269.80 feet; thence South 80°52'28" West a distance of 270.78 feet; thence North 00°19'10" East a distance of 610.13 feet to the POINT OF BEGINNING.

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL

-This survey is not covered by professional liability insurance.
-The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting the title or boundary of the subject property. It is possible there are deeds of record, unrecorded dated deeds, easements or other instruments which could affect the boundary as shown hereon.
-I hereby certify the survey shown hereon to: ERIC GLEATON

W. NELSON THAXTON
REGISTERED LAND SURVEYOR
Florida Cert. No. 4812
DATE

PREPARED FOR: ERIC GLEATON		REVISIONS
FIELD DATE: 10-31-07	FIELD BOOK/PAGE: 2007-10	
SCALE:	CAD-FILE: PINE FOREST	
JOB #:	PARTY CHIEF INITIALS: NT	DISK:

SHEET 2 OF 2

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

DATA AND ANALYSIS REQUIREMENTS

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

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

A. Sanitary Sewer

ECUA has confirmed infrastructure and service available to service development under the requested FLU designations. See letters from ECUA attached.

B. Solid Waste Disposal

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

C. Potable Water

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

D. Stormwater Management

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

E. Traffic

Access to the parcels will mainly be from Pine Forest, a median cut currently exists in front of 7045 Pine Forest road for our use. There is anticipated to be a rear entrance on Mandeville as well. Any access and traffic issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

F. Recreation and Open Space

Any recreation and open space issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

G. Schools

As we are proposing a FLU Amendment for residential purposes, the below schools will be affected:

1) Beulah Elementary School
2) Beulah Middle School
3) Pine Forest High School

H. Power

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

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

2. Proximity to and impact on the following:
A. Wellheads (indicate distance and location to nearest wellhead)

The nearest wellhead according to county GIS records is at the crossing of Dunaway Lane and Eight Mile Creek Road, approximately 6,300 feet away. The proposed two parcels are well outside the 7 and 20 year Well-head protection areas as indicated below:



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

Florida Master Site File, Division of Historical Resources, has indicated there are no previously recorded cultural or historical resources in the proposed Amendment area. Please see the attached letter as Exhibit.

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

According to County GIS and US Fish and Wildlife Wetlands Mapper, there are no reported wetlands on either of the two parcels. No endangered species have been reported. Any Natural Resource issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

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

The proposed Future Land Use Amendment Application is consistent with the overall plans contained within the Escambia County Comprehensive Plan 2030.

Mixed-Used Urban (MU-U) Future Land Use is consistent with many parcels along Pine Forest, which is comprised of a mix of Commercial and MU-U parcels directly on the road. Consistent with the residential element found along the roadway, with many homes laying directly off Pine Forest, we are looking to keep with the character that is currently there.

EMERALD COAST
UTILITIES AUTHORITY

October 9, 2019

.
7045 PINE FOREST RD
32526

To Whom It May Concern:

This confirms that the ECUA provides the following service(s) Sanitation and Water at 7045 PINE FOREST RD A RW in Pensacola, Florida. If you require further assistance, please call me at (850) 476-0480, and I will be happy to help you.

Sincerely,

DeAndra Brand
Customer Service Representative

EMERALD COAST
UTILITIES AUTHORITY

October 10, 2019

Robert C Foust
7055 Pine Forest Rd
Pensacola, FL 32526

To Whom It May Concern:

This confirms that the ECUA provides the following service(s) Water and Sanitation at 7055 PINE FOREST RD RW in Pensacola, Florida. If you require further assistance, please call me at (850) 476-0480, and I will be happy to help you.

Sincerely,

Cassandra Strickland
Customer Service Representative

Gulf Power

October 10, 2019

Spencer Leeper
sleeper@southpalafox.com
815 S. Palafox St.
Pensacola, FL 32520

RE: Power availability
7045 & 7055 Pine Forest Rd.
Pensacola, FL 32526

Dear Mr. Spencer:

Gulf Power Company has three phase electric facilities available along the west side of Pine Forest Rd. at the property in question. There is sufficient capacity for three phase overhead or underground service and single phase service if required.

Though three phase power is available, there may be charges associated with service depending on qualifying load and type of service requested. The service voltage and point of attachment will be determined upon receipt of final plat and electrical panel schedules.

Depending on the loads and the decision to have overhead or underground there may be some additional cost.

If you have any questions, please contact me at paul.cazenavette@fpl.com 850-429-2818.

Sincerely,

Paul J. Cazenavette

Paul J. Cazenavette
Sr. Technical Specialist
Gulf Power Company
Pensacola, FL

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

Florida Master Site File

Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources

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

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

Township: 1South (North or [South]) *Range:* 31 West (East or [West])

Sections (include all affected): 24

County (include all affected): Escambia County USGS Quad (if known): West Pensacola

---

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

Sections (include all affected): _____

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

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

Sections (include all affected): _____

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

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

Sections (include all affected): _____

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

Return To:
Name: Spencer Leeper
Organization: South Palafox Construction
Phone: 8504183816 Fax: 8503781008
Address: 815 S. Palafox St, 3rd Floor
Pensacola, FL 32502
Email: sleeper@southapalafox.com

Agency/Permit/Project requiring search: Pine Forest Development, FLU MU-U Amendment

Florida Master Site File

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

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

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

October 4, 2019

Florida Master Site File

Spencer Leeper
South Palafox Group
815 South Palafox Street, 3rd Floor
Pensacola, FL 32502
Phone: 850.777.3100
Email: sleeper@southpalafox.com

In response to your inquiry of October 4, 2019, the Florida Master Site File lists no previously recorded cultural or historical resources found in the following section of Escambia County:

T01S, R31W, Section 24 with a 500 foot buffer as shown on the corresponding map.

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Cody VanderPloeg
Archaeological Data Analyst
Florida Master Site File
Cody.VanderPloeg@dos.myflorida.com

Comprehensive Plan
Large-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name:	LSA 2019-05 – Amending the Comprehensive Plan, Chapter 7, 2030 FLU map.
Location:	7045 & 7055 Pine Forest Road
Parcel #s:	24-1S-31-4230-000-020, 24-1S-31-3140-000-000
Acreage:	10.28 (+/-) acres, 3.66 (+/-) acres.
Request:	Commercial (C) to Mixed-Use Urban (MU-U).
Agent:	Chris Thompson, Agent for Eric Gleaton, Owner
Meeting Dates:	Planning Board, December 5, 2019 BCC January 7, 2019 (Transmittal)

Site Description and Summary of Proposed Amendment:

The area includes parcels 24-1S-31-4230-000-020, 24-1S-31-3140-000-000, located on Pine Forest road just north of Blue Angel Parkway.

Mixed-Use Urban. "Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole." The range of allowable uses is "residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 2.0.

Commercial. "Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development." "Range of Allowable Uses: Residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific level of service (LOS) standards established by Escambia County are evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

CP Policy INF 1.1.7 Level of Service (LOS) Standards. *Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

CP Policy INF 1.1.11 Required New Service Connection. *All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer. The applicant provided a letter from ECUA stating services for water and sanitation are provided by ECUA. Any new proposed development will have a complete reviewed during the Development Review Process.

Solid Waste Disposal.

CP Policy INF 2.1.2 Perdido Landfill Operation. *Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

CP Policy INF 2.1.4 Level of Service (LOS) Standards. *The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: Escambia County continues to maintain its adopted solid waste LOS commitments. The Department of Waste Services reported in its 2018 solid waste LOS analysis that the current build-out for disposal at the Perdido Landfill will provide solid waste disposal capacity through 2045.

Potable Water Service.

CP Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.*

CP Policy INF 4.1.6 Developer Responsibility. *The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

CP Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of*

application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Analysis: Based on Escambia County Property Appraiser records, the parcels are within the service area of ECUA for potable water and meets the adopted level of services standards in the Comprehensive Plan. Any new proposed development will have a complete review during the Development Review Process.

Stormwater Management.

CP Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

CP Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

CP Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: Compliance with adopted stormwater management provisions that implement these policies would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.

Streets and Access.

CP Policy MOB 1.1.1 Level of Service (LOS) Standards. *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

Analysis: The parcel fronts Pine Forest Road, which is a FDOT road, classified as an arterial roadway. Any new development will have to submit an application for Development Review Process.

Transportation & Traffic Operations (TTO) Comments – LSA-2019-05

TTO Staff has reviewed the LSA-2019-05 7045 & 7055 Pine Forest Road (C to MU-U), agenda item for the Planning Board meeting scheduled for December 3, 2019. Please see the below comments.

Pine Forest Road is a four-lane divided roadway with a right-of-way of 100 feet. The County does not have any proposed improvement projects scheduled for Pine Forest Road in this area. In addition, FDOT does not have any construction scheduled.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Pine Forest Road is classified as a minor arterial with a maximum LOS of D and a

corresponding daily volume threshold of 39,800. Near Louisiana Drive, the daily volume on Pine Forest Road for 2018 was recorded as 32,000.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: Based on the public records of Escambia County, the assigned schools that service this area are: Beulah Elementary, Beulah Middle, and Pine Forest High. An increase of residential dwellings may influence student population projections, requiring the plan to be reviewed and approved through the Site Plan Review process.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

CP Policy FLU 1.3.1 Future Land Use Categories. *General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1* [of the Escambia County Comprehensive Plan].

Analysis:

Approval of the amendment would allow for the proposed Future Land Use to be consistent with the existing zoning and allow more residential density which will be compatible with the surrounding residential uses.

Impact on Wellheads.

CP Policy CON 1.4.1 Wellhead Protection. *Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

Analysis: Based on the GIS wellhead protection areas layer, there are wellhead protection areas to the north of this site, however, this property is not located in a wellhead protection area, and will not impact the wellhead area. Any new development will have to submit for Development Review Process.

Impact on Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: A letter from the Historical Resources was provided which states no historical resources were found to be on site. At the time of development review if any historic or archeological resources or structures are discovered, the county will request the appropriate guidance, direction and technical assistance from the State.

Impact on the Natural Environment.

CP Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: The proposed FLU amendment will not have an impact beyond existing development at this time. Any natural resource issues will be appropriately addressed at the county Development Review process at the time of development. Any proposed development will be reviewed for impacts on the natural resources during the Site Plan Review process.

Urban Sprawl

CP Objective FLU 1.3 Future Land Use Map Designations. *Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.*"

Analysis: The proposed FLU amendment would promote mixed uses in the urban areas, with compatible infill development.

CP Policy FLU 2.2.1 Location. Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

CP Policy FLU 2.2.4 Existing Facilities. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

Analysis: There are multiple residential and commercial developments along Pine Forest Rd. Any new proposed project will be required to meet the current regulations, as it relates to the availability of public services to support the requested densities and intensities.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Division Manager**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

THRU: **David Forte, Division Manager**
Transportation & Traffic Operations Division

DATE: **November 25, 2019**

RE: **Transportation & Traffic Operations (TTO) Comments – LSA-2019-05**

TTO Staff has reviewed the LSA-2019-05, 7045 & 7055 Pine Forest Road (C to MU-U), agenda item for the Planning Board meeting scheduled for December 3, 2019. Please see the below comments.

Pine Forest Road is a four-lane divided roadway with a right-of-way of 100 feet. The County does not have any proposed improvement projects scheduled for Pine Forest Road in this area. In addition, FDOT does not have any construction scheduled.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Pine Forest Road is classified as a minor arterial with a maximum LOS of D and a corresponding daily volume threshold of 39,800. Near ~~Louisiana Dr~~ the subject property, the daily volume on Pine Forest Road for 2018 was recorded as 32,000.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: **Horace Jones, Development Services Department Director**
Joy Jones, P.E., Engineering Department Director
Allyson Lindsay, Development Services Department

LSA-2019-05

REZONING HEARING

FUTURE LAND USE 12/3/19 CAH

Opposition point of view



Skip Hardaway
2837 Mandeville Lane, Pensacola FL
850-255-6002 or email taaj33a@msn.com

INTRODUCTION

Residents in the Pine Forest area became aware of a request for rezoning of the 14,35 Ac. property to the right of Mandeville Lane as it enters the major arterial road Pine Forest (State Route 297).

The rezoning request would change zoning from C to MU-U and substantially change the character of the established community of homes distant from Pine Forrest Road, such as Mandeville Lane, by allowing a much higher density of people and structures.

FLU 12/3/19 (CC)

It is my intuition that the change in ~~zoning~~ request is insufficiently worded to convey the true impacts. The Letter of Request reads in part:

"We are requesting the Future Land Use (FLU) amendment for these two parcels on Pine Forrest in order to development [sic] residential properties. Currently, the present zoning under the current FLU of Commercial do not allow any residential use outside of a predominately commercial development. Therefore, we are proposing a FLU Amendment to change the two parcels to FLU MU-U, which allows residential development without any such restriction."

This request gives the impression that the 14+Ac will eventually be developed as a sub-division of residential homes, the impacts of which would blend into the existing quality of life standard we enjoy without much adjustment or impact due to the continuation of a moderate density of dwellings.

However, I have been informed that there are various commercial interests that have been approached in relation to the construction of an apartment complex on this site following its' rezoning. This 14+ Ac apartment complex (funded from Louisiana I am told) of however many multiple floors, people, and cars will present huge problems and have a serious impact on personal safety due to traffic congestion and uncontrolled intersections, property damage due to inadequate drainage, and negative impacts on existing truly residential home values.

In the following pages I hope to present a compelling against this rezoning request.

Traffic Concerns

The poor pictures implying Pine Forest is a low volume roadway are extremely misleading. Pine Forrest Road, Route 297, is a major arterial roadway.

1) *To illustrate this please consider that Nine Mile Road is considered a major roadway and is being rebuilt to improve traffic issues. Its traffic count was estimated to be 19,000 drivers per day. This compares to 24,500 traffic count on Pine Forrest north of I-35. Little of that volume is lost as traffic from Navy Federal and others continues to all South bound locations. Much of this traffic compressed into morning and afternoon rush hours with very dense traffic patterns.*
2) *The filing makes reference to two Cross-over cuts across Pine Forest which facilitate turns into the property. These Turn Arounds are inadequate even now as they are only wide enough to handle 1 car at a time.*
    a. *There is no room for stacking in a "Left turn" lane and*
    b. *This forces the 2nd car desiring to turn to continue to the next (and only nearby) Cut or to slow down / stop in the moving passing lane of traffic.*
    c. *Two cars in the crossover block turns from opposing direction drivers.*
    d. *In heavy high speed bumper to bumper morning and afternoon rush hours it will be VERY hazardous for drivers of large numbers of new cars turning Right into traffic.*
    e. *It will be many multiples of danger higher trying to make a Left Hand turn, shooting the 2 lane gap to the "Cut" where it must again wait for a gap to turn Left. Heaven forbid any 2nd car trying to piggyback into the Gap. They will not fit*

Letter of Request

We are requesting the Future Land Use (FLU) Amendment for these two parcels on Pine Forest in order to development residential properties. Currently, the present zonings under the current FLU of Commercial do not allow any residential uses outside of a predominately commercial development. Therefore, we are proposing a FLU Amendment to change the two parcels to FLU MU-U, which allows residential development without any such restriction.

12/3/19
IF THE FUTURE LAND USE ~~REZONING~~ ALLOWS THE BUILDING OF A LARGE APARTMENT COMPLEX, THEN THIS WORDING IS VERY MISLEADING FOR YOU.

and oncoming cars will not be able to change lanes or stop to avoid a collision.

f. *The cross-over Gap North of Mandeville Lane, where North bound cars will make a "U" turn back to Mandeville (where a rear entrance is mentioned to be built) is also very dangerous. There is only a small patch of pavement on the far Right to use to slow down as you enter Mandeville. It WILL NOT handle multiple cars stacking to turn onto Mandeville Lane and will present oncoming cars with impossible rush hour choices as they will often be unable to break or change lanes due to heavy traffic behind them.*
g. *The preferred entry to Pine Forrest will be from Mandeville as it will have "1st pick" of any of the few safe available gaps in rush hour traffic. That, in turn, will frustrate any driver leaving from the Southern Main entrance as it will seem to be NO Gaps available in rush hours. They will however make dangerous mistakes as they push into traffic.*
h. *Accidents which occur on Pine Forest Road are often violent and deadly due to the high speeds many vehicles maintain.*

Drainage

Please consider that this 14+ Ac. Sits on some of the highest land in the area. The Eastern section is relatively flat but then slopes rapidly to the South where the primary drainage must occur. This drainage route will go through several truly residential areas where the "Creek" is shallow and creek bed is not maintained to promote rapid handling of water runoff.

The other route is to drain down Mandeville Lane where there has already been a large drainage remedial project to prevent drainage, from the newly paved Mandeville Lane years ago, from entering a

home located at a low point in the road. This low point will be where upland drainage will gravitate. At best the drainage will make its way in to the lake behind the house and then overflow into creek North of its earthen dam. The condition of that dam is unknown and its adequacy to be placed into service during high rates of rainfall is also an unknown. However to place all this into a more immediately understandable framework consider this:

1) *If the 14+ Ac were true homes there would be yards and large green areas which would help absorb runoff. If the construction is apartments there will be little to absorb runoff as everything will be buildings and parking.*
2) *If rainfall is not readily absorbed almost all will flow downhill, maybe "Controlled" but downhill all the same. QUICK CALCULATTIONS SHOW THAT 14+Ac. WILL RUNOFF 336,000 GALLONS OF WATER FOR EACH 1 INCH OF RAINFALL. This water will cause others in the watershed problems to include flooding during the periods of heavy rainfall we have from time to time. The drainage to the South creeks cannot be reliably maintained and will back up. The more reliable Mandeville Road slough off will present a flood hazard to the low lying home and should the pond dam fail may cause other unknown damages.*
3) *The Zoning change requestor has letters from local and state agencies confirming the capacity to solve these problems. However the budget and therefore the adequacy of their solutions is unknown but should be known before zoning actions are approved.*

Other Builders in Play?

FLU 12/3/19 (E)

All of the ~~rezoning~~ requests affect the properties at the East end of Mandeville Lane. However, there is a recent flurry of activity at the West dead end of Mandeville Lane. There someone has attempted to clear a large area of land, apparently with the intention to build something of significant size. They had not pulled the proper

paperwork to continue and their clearing of the land stopped for the moment. At this time their intentions are not clear but two things seem reasonable:

KLO 12/3/19

1) *The ~~zoning~~ board must consider that the use of this parcel of land may come to them soon. This may compound any complications caused by this present zoning request. So, any approval of rezoning now may require a future denial of permits in the future for this other property.*
2) *It may be prudent to learn what this other property owner has in mind before approving the present rezoning request.*

Adverse effects on property values

The increases in automobile traffic with its attached increases in accident hazards and delays, plus the increase in population density will likely erode property values in the immediate area. I will be directly across the street on Mandeville. Any "Public good" to be had will come at my expense as I had planned to have home equity as a significant part of my retirement buffer. Seems unreasonable to have a dramatic change in property use which reduces home values. It would seem to me that a reduction of home values would be a reasonable and reliable indication that the change was not for the good of the established property owners but rather a transfer tax to in favor of large developers.

Thank you for your diligence in this regard,

Edward Hardaway

(1)

Florida Department of TRANSPORTATION

Northwest Florida Roads

TRAFFIC

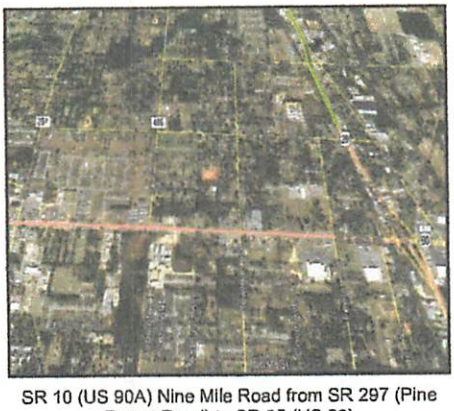


US 90A (9 Mile Rd) from SR 297 to US29

Project Details

FDOT has awarded two construction contracts totaling $46 million to improve Nine Mile Road. Due to specific project requirements, the construction along Nine Mile Road has been divided into three segments, which will be referred to as the "project corridor."

Improvements along the project corridor include: (1) Widening Nine Mile Road from two to four lanes between Beulah Road and US 29. (2) Constructing a new bridge over Eleven Mile Creek. (3) Constructing new sidewalks and stormwater retention ponds. (4) Signalization improvements. (5) Drainage upgrades. (6) Adding buffered bike lanes.



SR 10 (US 90A) Nine Mile Road from SR 297 (Pine Forest Road) to SR 95 (US 29)

Photos | Map | Video

The planned construction work will enhance safety, improve mobility, and reduce congestion for the estimated 19,000 drivers who travel the roadway daily. In addition, the improvements underway support future economic development opportunities for Escambia County and Northwest Florida.

COMPARES TO ~~32,000~~ 24,500 ON PINE FOREST

Traffic Impacts

Construction activities are weather dependent and may be rescheduled in the event of inclement weather.

Note: All information is preliminary and subject to change without notice.

Project Overview

Project Number: 218605-3
Work Type: Add Lanes & Reconstruct
Status: UNDER CONSTRUCTION
Project Limits:
From SR 297 (Pine Forest Road) To SR 95 (US29)
Project Length: 2.411 miles
Estimated Completion: Fall 2020
Est. Construction Cost: $16.7 M
Project Manager: Dominic Richar

Project Documents

- Project Flyer
- Meeting Materials
- Text Alerts: Text the key word 9mileroad to 313131
- Project Facebook Page
- Project Instagram

Affected Areas

Roads: SR 10, US 90A, Nine Mile Road
Counties: Escambia
Cities: Ensley

Public Meetings

District 3 Public Meetings

Contact

Ben Smith
850-981-3000
Benjamin.Smith@dot.state.fl.us

10/15/2019

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Florida Department of Transportation
100 Years of Innovation, Mobility and Economic Development

Menu ? LoopNet Sign In Add a Listing

1a

This Land Property is no longer advertised on LoopNet.com.

6716 Pine Forest Road

Pensacola, FL 32526 · Land For Sale TRAFFIC COUNT 24,500 AADT SEE FOLLOWING PAGE

Create Report · Print Get Financing





6716 PINE FOREST ROAD

(18)

Price	N/A	Additional Sub-types	Retail (land)
Lot Size	1.78 AC	Property Use Type	Vacant/Owner-User
Property Type	Land	Zoning Description	C-1 PK
Property Sub-type	Commercial/Other (land)	Features	**Electricity/Power** **Water** **Telephone** **Cable**

Listing ID: 19272168 Date Created: 06/05/2015 Last Updated: 09/25/2017

DESCRIPTION

1.78 acres commercial lot located directly across from newly built Wal Mart Neighborhood Center. Median Cut in place. 210 FT frontage. Trade Population 109,208. Traffic count 24,500 AADT. Small wooden home on property given no value.

Subject property is located on busy mixed-use corridor. The area has a strong trade/residential mix.

Subject property is across the street from the new Wal-Mart Marketplace with Murphy Express on out parcel. Center includes: Wal Mart, Fancy Nails, Cuts By Us, Jin Jang Restaurant, SOLO. Southpaws. The Pine Forest corridor is mixed with restaurants, retail, retirement centers, service centers, growing rooftops and shopping

Located at Interstate On/Off ramp Pine Forest is a busy commuter travel route, for area residents. Pine Forest Road near Godwin Lane.

Quickly becoming a sought after area for housing with A rated schools and quick access to the city, via the interstate.

HIGHLIGHTS

- Located directly across from new Wal Mart Neighborhood Center!
- M/U Corridor lined with Hotels, Restaurants, Retail, Service & Shopping Centers
- Heavy Trade Corridor
- 1.78 Acres
- 210 Frontage on Pine Forest Road
- High Traffic Count

UTILITIES

- Electricity/Power
- Water
- Telephone
- Cable

Photo Shows Suspect Running From Stolen Vehicle Involved In Pine Forest Wreck

August 16, 2019



 7/30/19



ADVERTISEMENT

(/)

11 / 14 PHOTOS | THUMBNAILS | MORE GALLERIES | EXIT

BREAKING: Two killed in traffic accident on Wilde Lake Boulevard

BREAKING: Two killed in traffic accident on Wilde Lake Boulevard (Source: WEAR-TV)

Read Story (/news/local/intense-photos-of-traffic-accident-on-wilde-lake-boulevard)

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(https://www.facebook.com/sharer.php?u=https%3A%2F%2Fweartv.com%2Fnews%2Flocal%2Fintense-photos-of-traffic-accident-on-wilde-lake-boulevard%23photo-11)



Looking southeast
across Pine Forest Rd

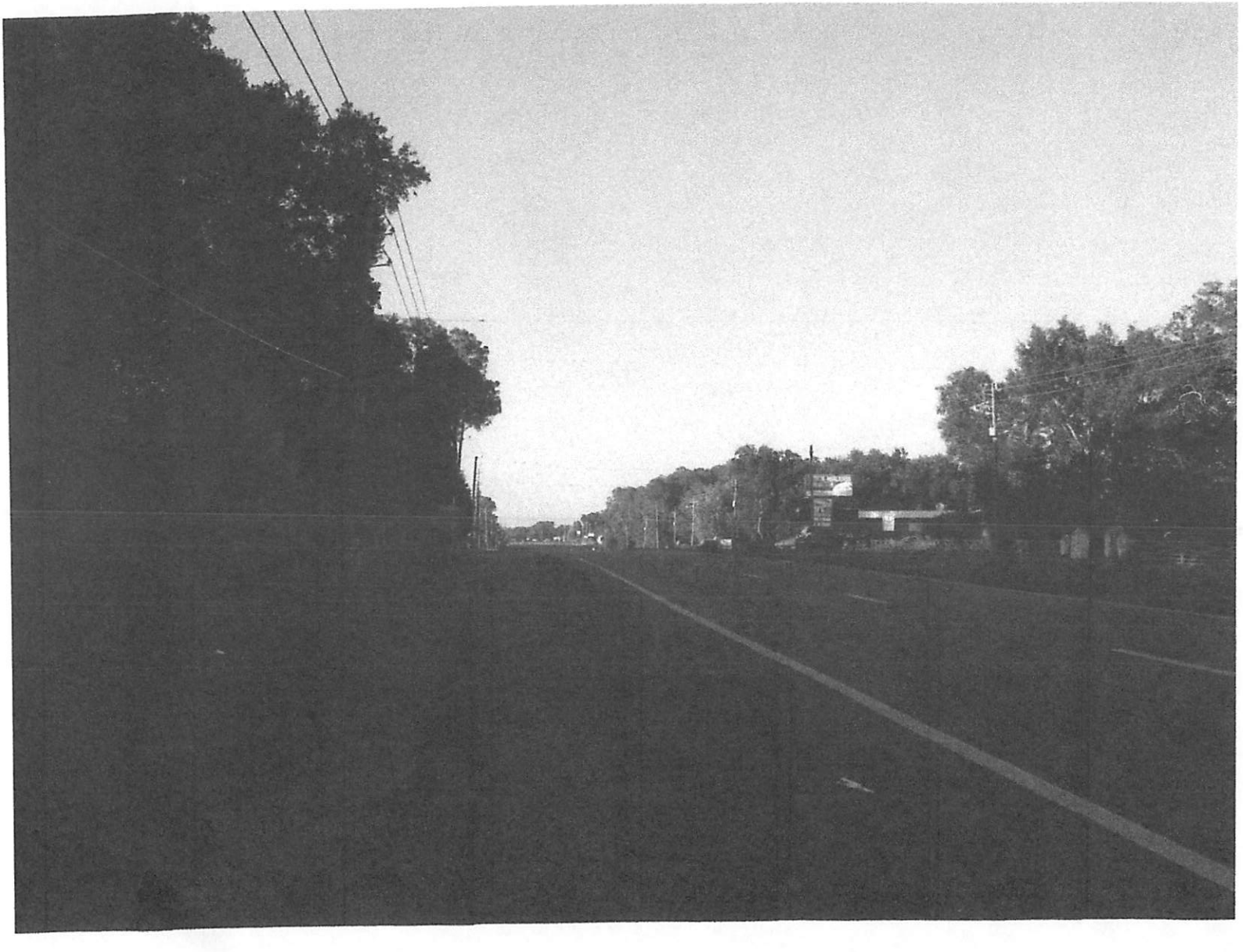
ONE OF THE MOST HEAVILY TRAVELED ROADS IN PENSACOLA. WHY GIVE A MISLEADING IMPRESSION?



Looking east across
Pine Forrest Rd



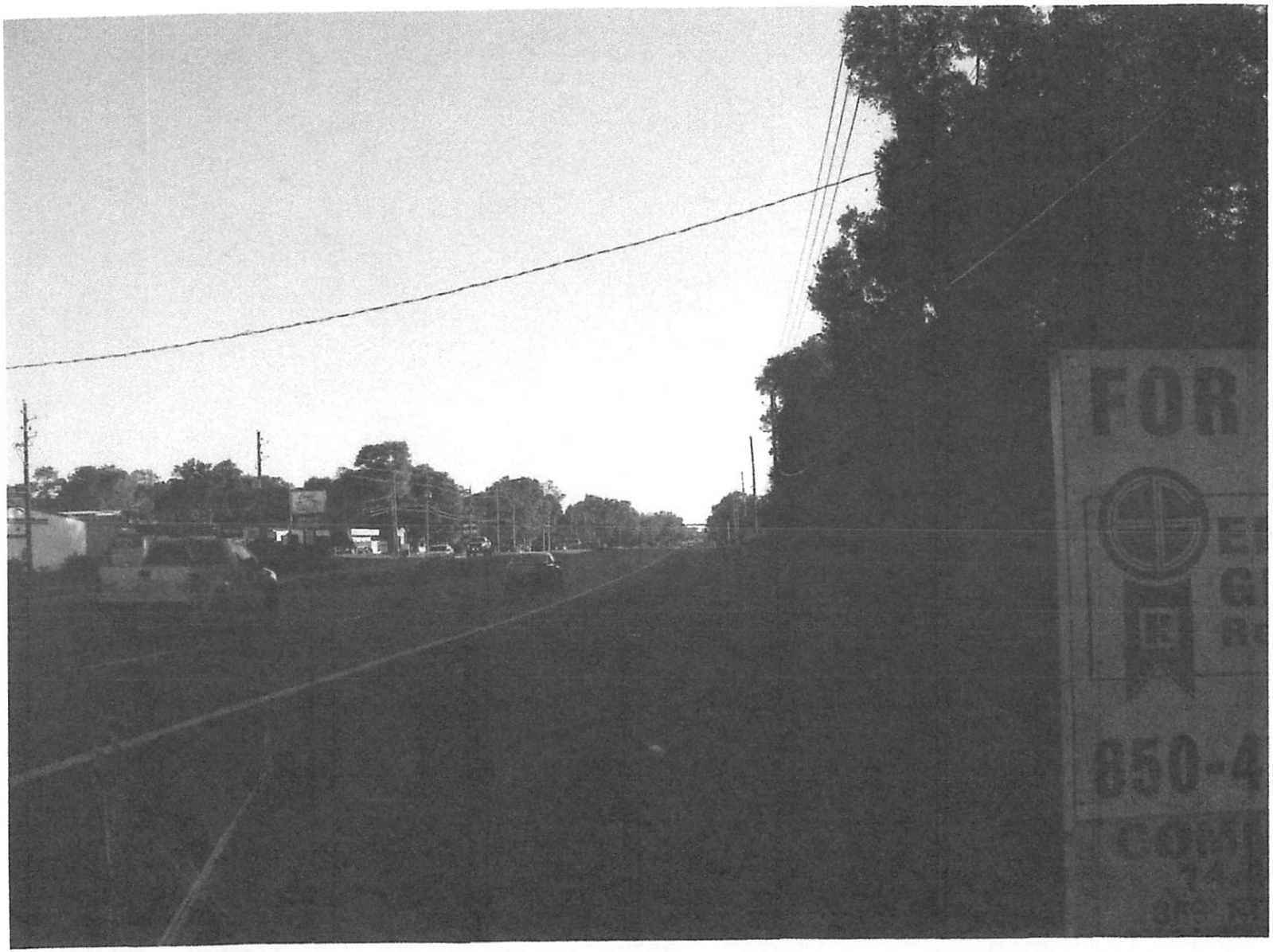
Looking south from northern parcel



Looking north from subject parcel



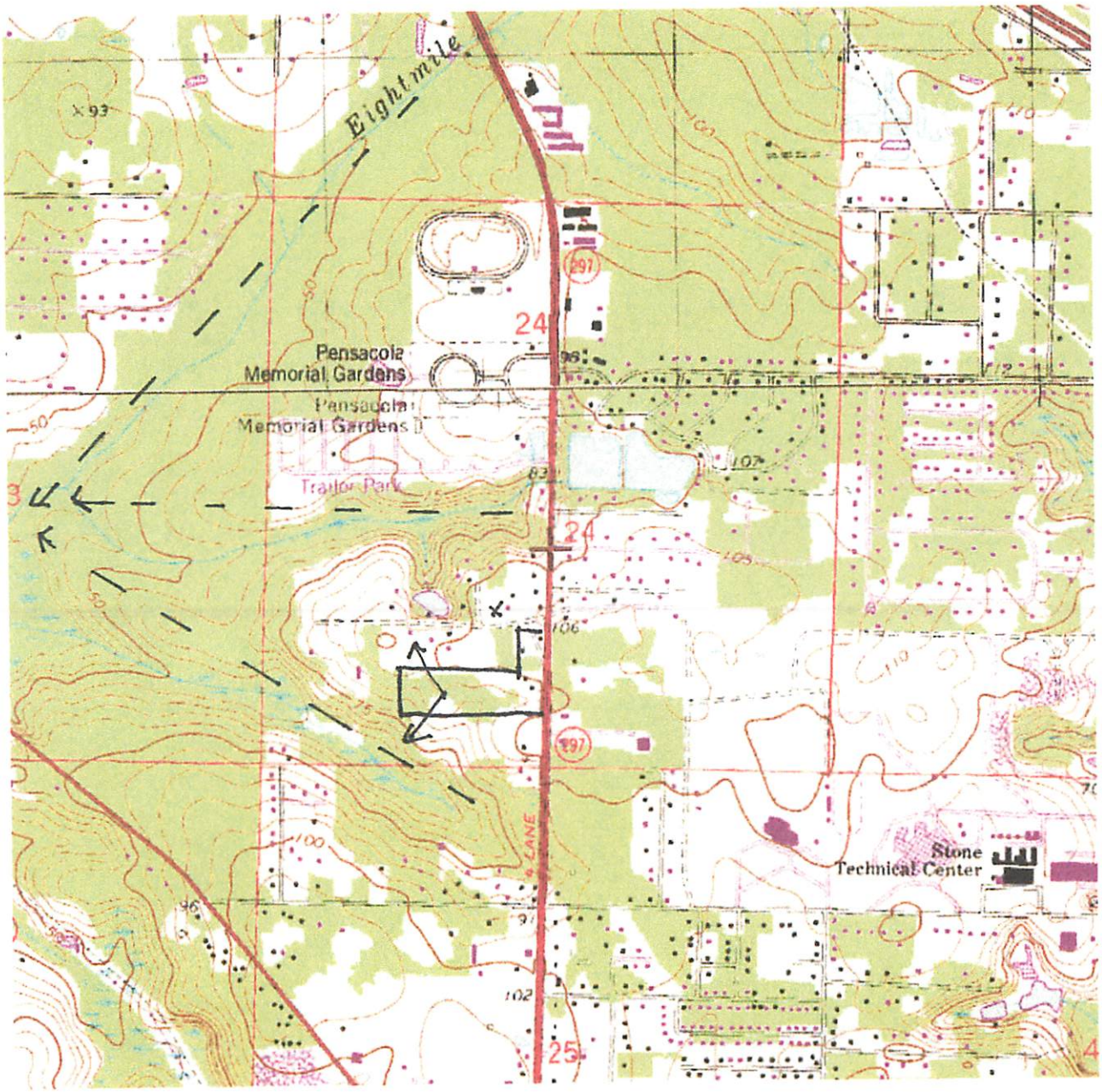
Looking west onto subject parcel



Looking south from southern most part of parcel



Looking east across Pine Forest Rd from another point on the parcel



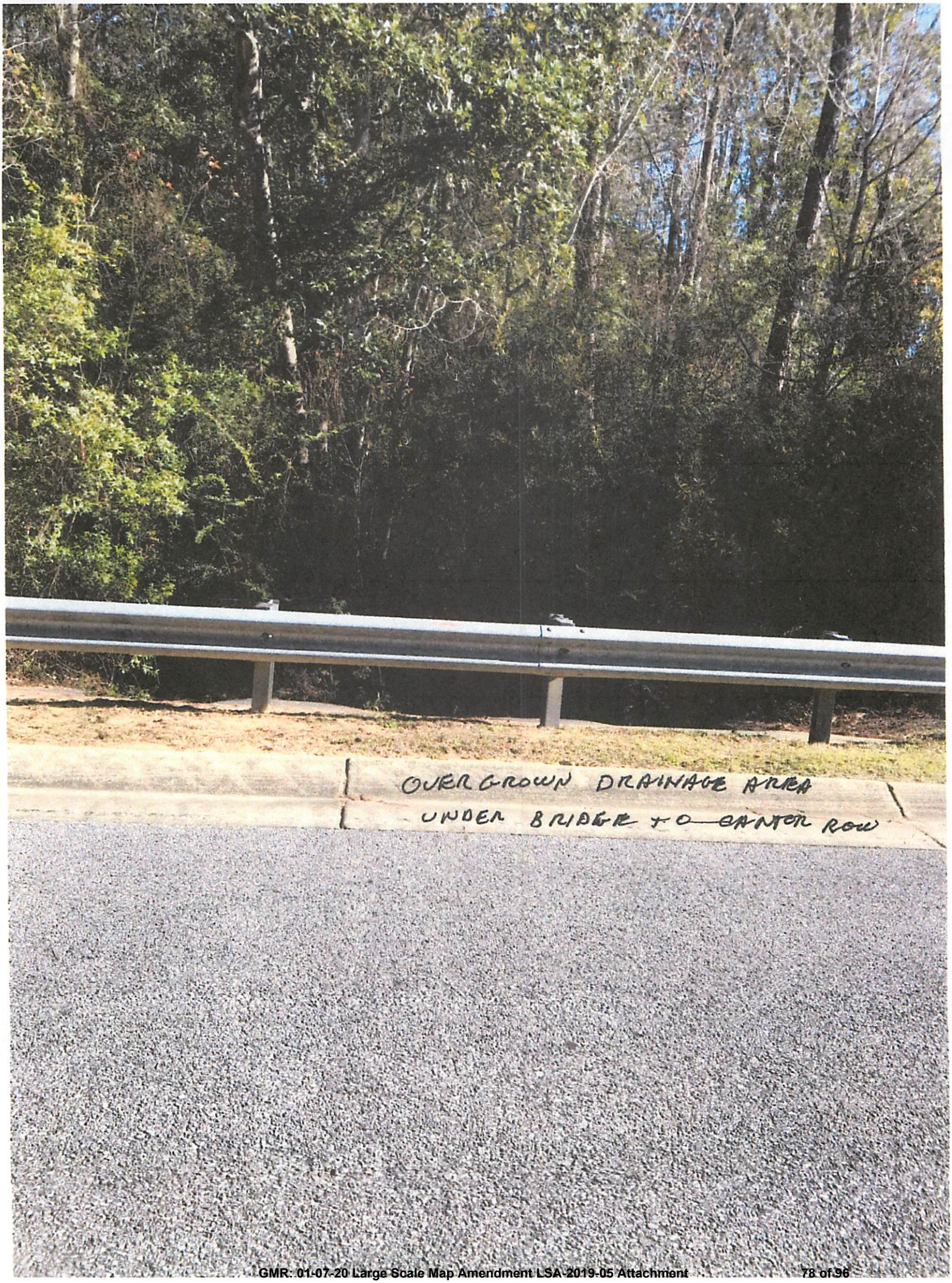
DRAINAGE WILL FLOW SOUTH AND NORTH TOWARD RESIDENTIAL AREAS

DRAINAGE WILL BE TO UPPER LEFT AND GO THRU SEVERAL RESIDENTIAL AREAS

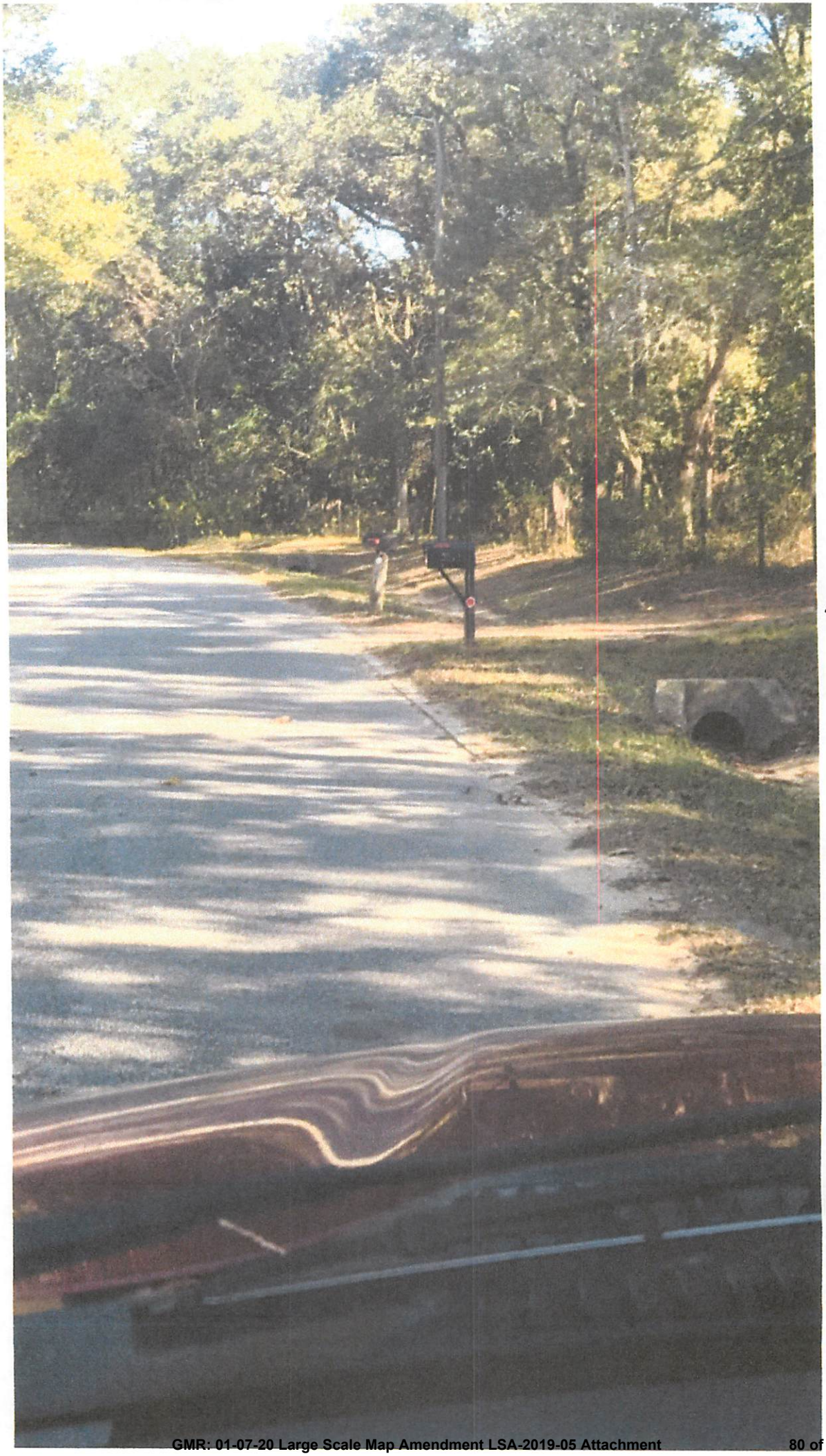




CANTOR ROW BRIDGE WILL BE SUBJECT TO INCREASED WATER FLOWS


OVERGROWN DRAINAGE AREA
UNDER BRIDGE TO CANTON ROW

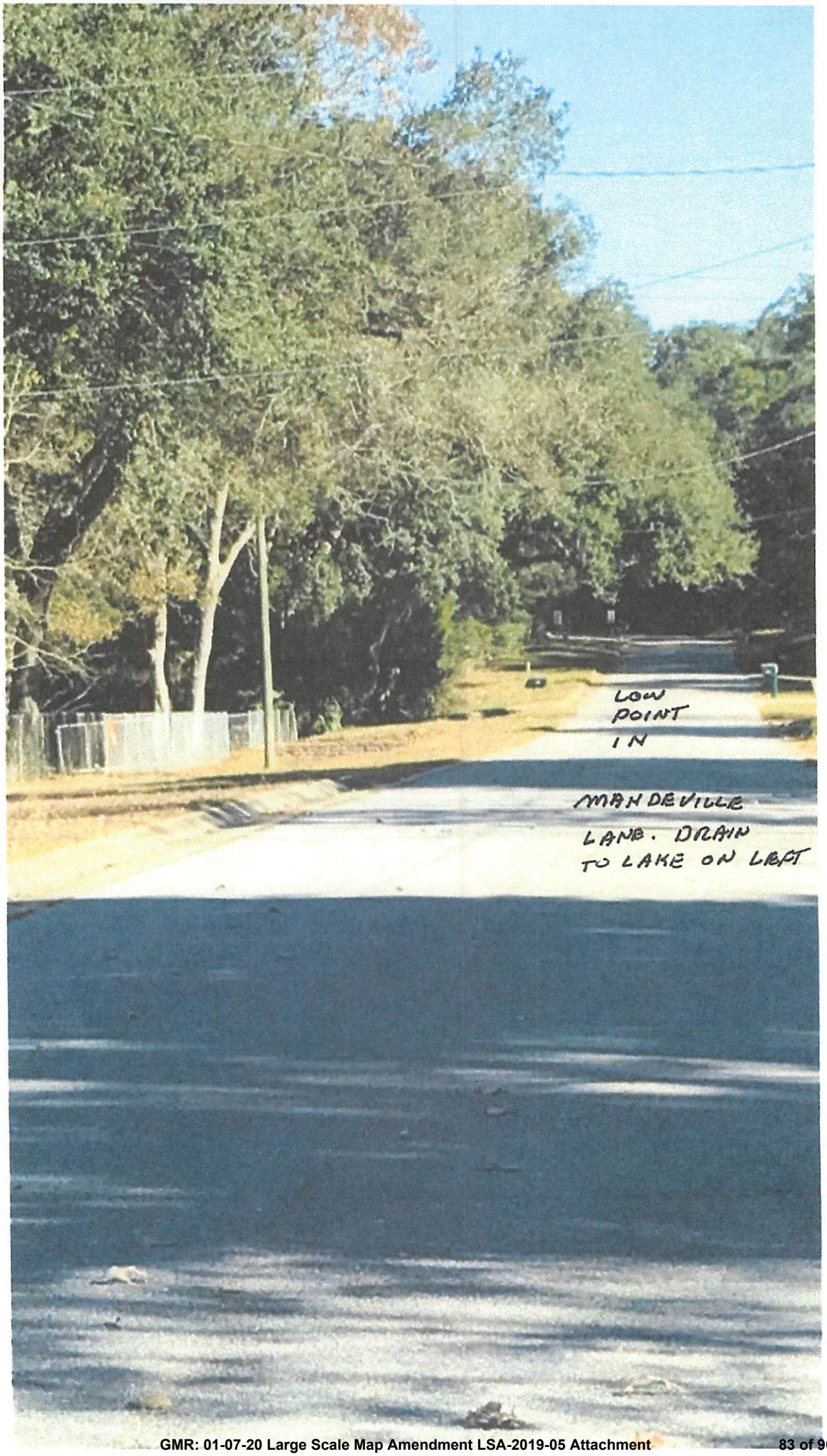




GUTTER DRAINAGE ON MANDEVILLE LANE


HOMME SUBJECT TO FLOOD
IF DRAINAGE FAILS


EXISTING
DRAINAGE MAY
BE INADIQUATE


LOW
POINT
IN
MAHDEVILLE
LANE. DRAIN
TO LAKE ON LEFT

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/03/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA-2019-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Chris Thompson Applicant

*Address: 815 South Palafox *City, State, Zip: Pensacola FL 32502

Email Address: CThompson@Southpalafox.com Phone: 291-636-1278

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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Chamber Rules

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/3/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: CSP 2019-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Spencer Leeper Applicant

*Address: 101 E Romana St Apt 2412 *City, State, Zip: 32502

Email Address: spenceleeper@gmail.com Phone: 850-417-3814

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☐ Sign

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Meeting Date: 12/3

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description: 6.B

_____ In Favor X Against

*Name: Edward P Hardaway

*Address: 2837 Mandeville Ln *City, State, Zip: Pensacola 32526

Email Address: taaj33a@msn.com Phone: 850-748-0967

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☑ Sign

Please indicate if you:

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/3

Rezoning Quasi-judicial Hearing

Rezoning Case #: 6B

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: ~~Z~~ Jack Stewart

*Address: 2821 Mandeville Ln *City, State, Zip: Pensacola FL 32526

Email Address: _____ Phone: 850-944-1714

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☑ Sign

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12-3-2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA-2019-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Dan Damm

*Address: 2843 Mandeville Lane *City, State, Zip: 32526

Email Address: ~~dtamm~~ dandamm1856@gmail.com Phone: 850-485-1798

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Speaker Request Form

Please Print Clearly

Meeting Date: 12-3-19

Rezoning Quasi-judicial Hearing
Rezoning Case #: LSA 2019-15

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Richard Copps

*Address: 7017 Pine Forest *City, State, Zip: 32526

Email Address: _____ Phone: _____

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/3/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA-2019-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: KEVIN PACHUCKI

*Address: 7013 PINE FOREST *City, State, Zip: PENSACOLA, 32526

Email Address: PACHUKDOG@YAHOO.COM Phone: 850-341-9316

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

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Public Hearing
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Meeting Date: 12-3-2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor __X__ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

LSA-2019-05

*Name: Kevin Kimberlin

*Address: 7101 pineforest rd *City, State, Zip: pensacola FL 32526

Email Address: Kevin Kimberlin 21 @ gmail Phone: 850-696-3814

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12-3-2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA-2019-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Tom Woodhead

*Address: 2885 Mandeville Lane *City, State, Zip: Pensacola, FL 32526

Email Address: tomcwoodhead@gmail.com Phone: 720 427 3112

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:

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☒ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-3-19

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA-2019-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Cindy Woodhead

*Address: 2885 Mandeville Ln *City, State, Zip: Pensacola FL. 32526

Email Address: Purplelizard9@gmail.com Phone: 850 991 0969

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

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☒ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-3-19

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: LSA-2019-05 **Agenda Item Number/Description:**

_____ In Favor ✓ Against

*Name: Barbara Mastison

*Address: 2841 Mandeville Ln *City, State, Zip: Pensacola, Fl 32526

Email Address: rhianna62@Yahoo.com Phone: 786-566-7803

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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ESCAMBIA COUNTY, FLORIDA

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(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Dec 3, 2019

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: LSA-2019-05 **Agenda Item Number/Description:** _____

_____ In Favor X Against

*Name: STEPHAN MADISON

*Address: 2841 Mandeville Ln *City, State, Zip: Pensacola FL

Email Address: wizardwxe@yahoo.com Phone: 305-389-2505

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☐ Sign

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12-3-19

Rezoning Quasi-judicial Hearing
Rezoning Case #: LSA-2019-05

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor __X__ Against

*Name: Lea Mastison

*Address: 2841 Mandeville Lane *City, State, Zip: Pensacola, FL 32526

Email Address: LMastison@gmail.com Phone: 786-566-78

How did you hear about the rezoning case: ☒ Mail ☒ Internet ☒ Sign

Please indicate if you:
☒ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: LSA Ordinance 2019-05

Date: 11-22-19

Date requested back by: _____

Requested by: Allyson Cain

Phone Number: _____

(LEGAL USE ONLY)

Legal Review by Kia M. Johnson

Date Received: _____

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL, WHICH IS LOCATED WITHIN SECTION 24, TOWNSHIP 1S, RANGE 31W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 24-1S-31-4230-000-020 TOTALING 10.28(+/-) ACRES, LOCATED ON PINE FOREST ROAD, FROM COMMERCIAL (C) TO MIXED USE URBAN (MU-U); CHANGING A PARCEL WITHIN SECTION 24, TOWNSHIP 1S, RANGE 31W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 24-1S-31-3140-000-000 TOTALING 3.66(+/-) ACRES, LOCATED ON PINE FOREST ROAD, FROM COMMERCIAL (C) TO MIXED USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

Section 1. Purpose and Intent

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

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2019-05."

Section 3. Changes to the 2030 Future Land Use Map

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

(A) A parcel of land which is located within Section 24, Township 1S, Range 31W, parcel number 24-1S-31-4230-000-020 and totaling 10.28 (+/-) acres, located on Pine Forest Road, as more particularly described in the Boundary Survey produced by Gary Rutan, a registered land surveyor with McKim and Creed, dated 11/21/2019, attached as Exhibit A, from Commercial (C) to Mixed-Use Urban (MU-U).

(B) A parcel of land which is located within Section 24, Township 1S, Range 31W, parcel number 24-1S-31-3140-000-000 and totaling 3.66 (+/-) acres, located at Pine Forest Road, as more particularly described in the Boundary Survey produced by Gary Rutan, a registered land surveyor with McKim and Creed, dated 11/21/2019, attached as Exhibit A, from Commercial (C) to Mixed-Use Urban (MU-U).

Section 4. Severability

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

Section 5. Inclusion in the Code

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

Section 6. Effective Date

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

DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

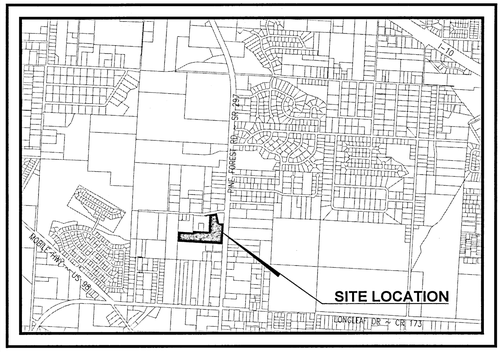
ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By Kim M. Johnson
Title Asst. County Attorney
Date 11-22-19

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



VICINITY MAP
1" = 2000'

HORIZONTAL SCALE

0 30 60 120

(IN FEET)

1 INCH = 60 FT.

DESCRIPTION: (OFFICIAL RECORDS BOOK 2773, PAGE 473)

PARCEL 1:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150.00' R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE SOUTH 77°08'51" WEST A DISTANCE OF 145.96 FEET' THENCE SOUTH 00°19'10" WEST A DISTANCE OF 610.13 FEET; THENCE NORTH 89°50'28" EAST A DISTANCE OF 270.78 FEET TO SAID WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD; THENCE NORTH 00°19'10" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 275.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 125.00 FEET; THENCE NORTH 00°19'10" EAST A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150' R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE SOUTH 77°08'51" WEST A DISTANCE OF 145.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME COURSE A DISTANCE OF 208.98 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 89°50'30" EAST A DISTANCE OF 59.76 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 45.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 420.00 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 00°03'58" WEST ALONG SAID WEST LINE A DISTANCE OF 283.66 FEET; THENCE NORTH 89°45'27" EAST A DISTANCE OF 1277.33 FEET TO SAID WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD; THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE 4F 269.80 FEET; THENCE SOUTH 80°52'28" WEST A DISTANCE OF 270.78 FEET; THENCE NORTH 00°19'10" EAST A DISTANCE OF 610.13 FEET TO THE POINT OF BEGINNING.

AND (OFFICIAL RECORDS BOOK 3004, PAGE 240)

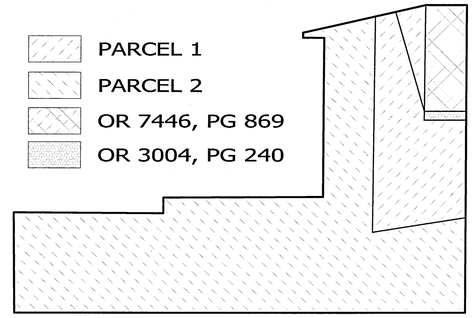
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AND (OFFICIAL RECORDS BOOK 7446, PAGE 869)

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 89 DEGREES 50 MINUTES 30 SECONDS WEST 50 FEET TO WEST R/W LINE OF PINE FOREST ROAD (150 FT R/W), NORTH 0 DEGREES 19 MINUTES 10 SECONDS EAST ALONG THE WEST R/W LINE 63 FEET TO SOUTH R/W OF MANDEVILLE LANE FOR POB, SOUTH 89 DEGREES 50 MINUTES 30 SECONDS WEST ALONG THE SOUTH R/W OF MANDEVILLE LANE 125 FEET, SOUTH 77 DEGREES 08 MINUTES 51 SECONDS WEST 87 FEET, SOUTH 16 DEGREES 30 MINUTES 12 SECONDS EAST 292.70 FEET, NORTH 89 DEGREES 50 MINUTES 30 SECONDS EAST 125 FEET TO WEST R/W OF PINE FOREST ROAD, NORTH ALONG THE WEST R/W OF ROAD 300 FEET TO POINT OF BEGINNING.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE GRID BEARING OF S 03°05'36" W ALONG THE WEST RIGHT OF WAY LINE OF PINE FOREST ROAD (STATE ROAD 297 – 150' R/W) AND IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)–(2011)–(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) TRIMBLE R2 DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL–TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; A COPY OF FDOT RIGHT OF WAY MAP OF STATE ROAD 297, SECTION 48190–2501, SHEET 3 OF 6, DATED 6/21/1966; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) VERTICAL CONTROL NETWORK BENCH MARK NUMBER 48–00–D04HV HAVING A PUBLISHED ELEVATION OF 99.55 FEET
3. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
4. VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HERON.
5. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
6. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
7. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0360G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
8. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
9. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS–OF–WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
10. THE SURVEYING BUSINESS CERTIFICATE OF AUTHORIZATION NUMBER FOR McKIM & CREED, INC. IS LB7917.
11. THE ENVIRONMENTAL JURISDICTIONAL WETLANDS LINES AS SHOWN HEREON ARE BASED ON INFORMATION PROVIDED BY BIOME CONSULTING GROUP, 1300 W GOVERNMENT ST., PENSACOLA, FLORIDA, 850 435–9367.
12. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

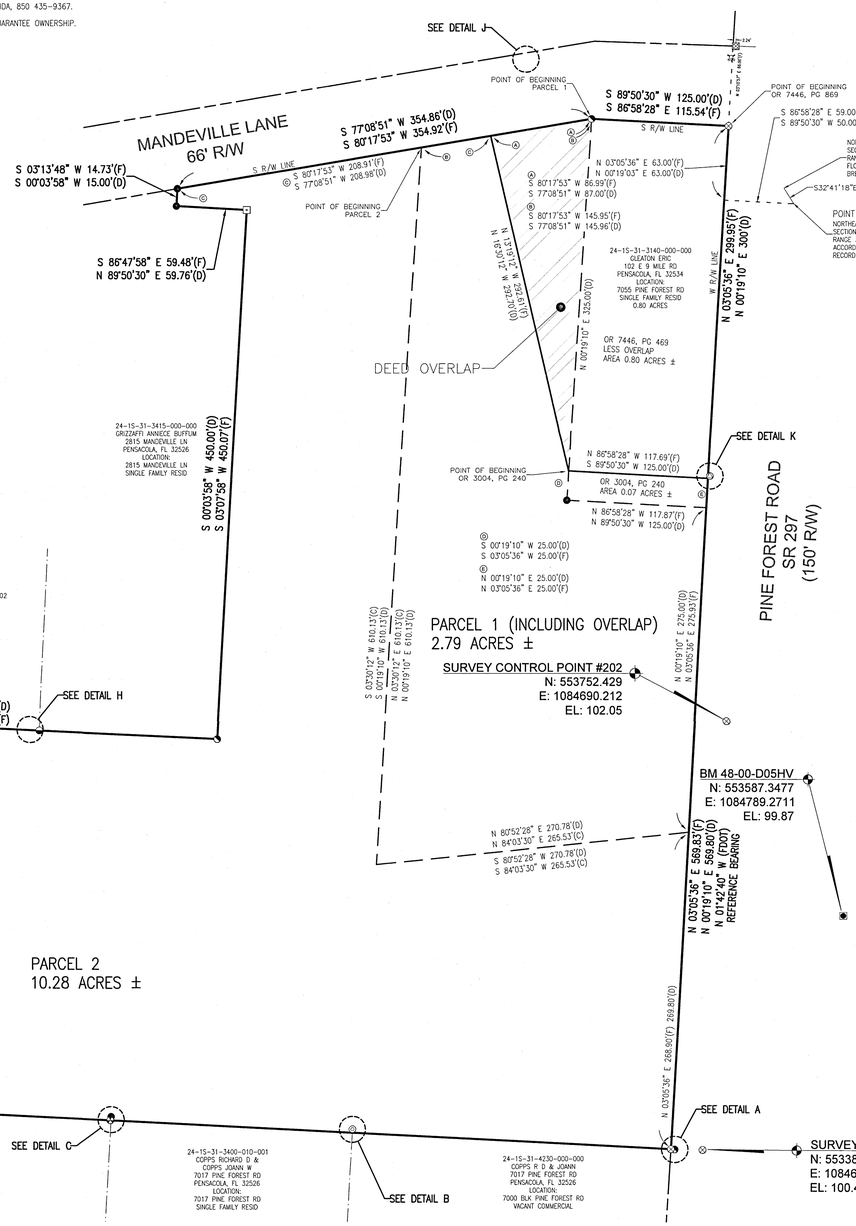


PARCEL KEY
(NTS)

LEGEND:

SET 1/2" DIA CAPPED IRON ROD (LB7917)	—— O ——	CHAIN LINK FENCE	
FOUND 1/2" DIA CAPPED IRON ROD (LB5112/"DRB"/"BUTLER")	—— // ——	WOOD PANEL FENCE	
FOUND 1/2" DIA CAPPED IRON ROD ("CURLE")	—— X ——	MISCELLANEOUS FENCE (TYPE NOTED)	
FOUND 1/2" DIA RED CAPPED IRON ROD ("BUTLER")	—OHU—	OVERHEAD UTILITIES	
FOUND 1/2" DIA DIA IRON PIPE (UNNUMBERED)		DROP INLET	
FOUND 1" DIA IRON PIPE (UNNUMBERED)		WATER VALVE	
FOUND 1/2" DIA IRON PIPE (UNNUMBERED)		FIRE HYDRANT	
FOUND BOLT (UNNUMBERED)		ELECTRIC METER	
FOUND AXLE (UNNUMBERED)		BURIED GAS LINE MARKER	
FOUND PK NAIL (UNNUMBERED)		BURIED PROPANE TANK	
FOUND 4"X4" CONCRETE MONUMENT (UNNUMBERED)		TELEPHONE MANHOLE	
FOUND 4"X4" CONCRETE MONUMENT WITH BRASS DISK (LB6679)		BURIED FIBER OPTIC CABLE MARKER	
FOUND 4"X4" CONCRETE MONUMENT WITH BRASS DISK (FDOT)		COMMUNICATIONS VAULT (SQUARE)	
SET BENCHMARK		COMMUNICATIONS VAULT (ROUND)	
LINE SHOWN NOT TO SCALE		TELEPHONE JUNCTION BOX ON CONC PAD	
		GUY WIRE ANCHOR	
		WOOD UTILITY POLE	
		GALVANIZED STEEL FENCE POST (NO FENCE)	
		MAILBOX	
		BORE	
		SINGLE SUPPORT SIGN	
		FDOT REFLECTOR	
		SPOT ELEVATION	
		ELEVATION CONTOUR LINE AT ONE FOOT INTERVALS	
		BENCHMARK	
		BACK OF CURB	
		BOTTOM OF WALL	
		(C) CALCULATED PER DEED	

CONC	CONCRETE
CMP	CORRUGATED METAL PIPE
(D)	DEED INFORMATION
(D2)	DEED INFORMATION PER O.R. 5715, PG 979
DIA	DIAMETER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
EOP	EDGE OF PAVEMENT
EL	ELEVATION
(F)	FIELD INFORMATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
H/W	HEADWALL
INV	INVERT
LB	LICENSED SURVEYING BUSINESS NUMBER
LS	LICENSED SURVEYOR NUMBER
MES	MITERED END SECTION
MON.	MONUMENTED
NAVD 88	NORTH AMERICAN VERTICAL DATUM 1988
NTS	NOT TO SCALE
O.R.	OFFICIAL RECORD BOOK
PG	PAGE
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT–OF–WAY
SR	STATE ROAD
TOW	TOP OF WALL



AREA BREAKDOWN
PARCEL 1 (INCLUDING OVERLAP): 2.79 ACRES ±
PARCEL 2: 10.28 ACRES ±
OR 7446 PG 469 (LESS OVERLAP): 0.80 ACRES ±
OR 3004 PG 240: 0.07 ACRES ±
TOTAL AREA = 13.94 ACRES ±

TREE LEGEND:

BAY
CYPRESS
ELM
MAGNOLIA
OAK
PALM

NOTE UNLESS STATED OTHERWISE: NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS THEREOF WERE NOT LOCATED UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

McKIM & CREED
1206 N. Palafox St.
Pensacola, Florida 32501
Phone: (850) 994-5503
FL Surveying Business #LB7917
FL Certificate of Authorization# 29588
www.mckimcreed.com

BOUNDARY AND TOPOGRAPHIC SURVEY
7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION 24 TOWNSHIP 1S RANGE 31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING AS ADOPTED AND ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STEPHEN GARY ROUTAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 4289

11/21/19
DATE

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 60'
FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

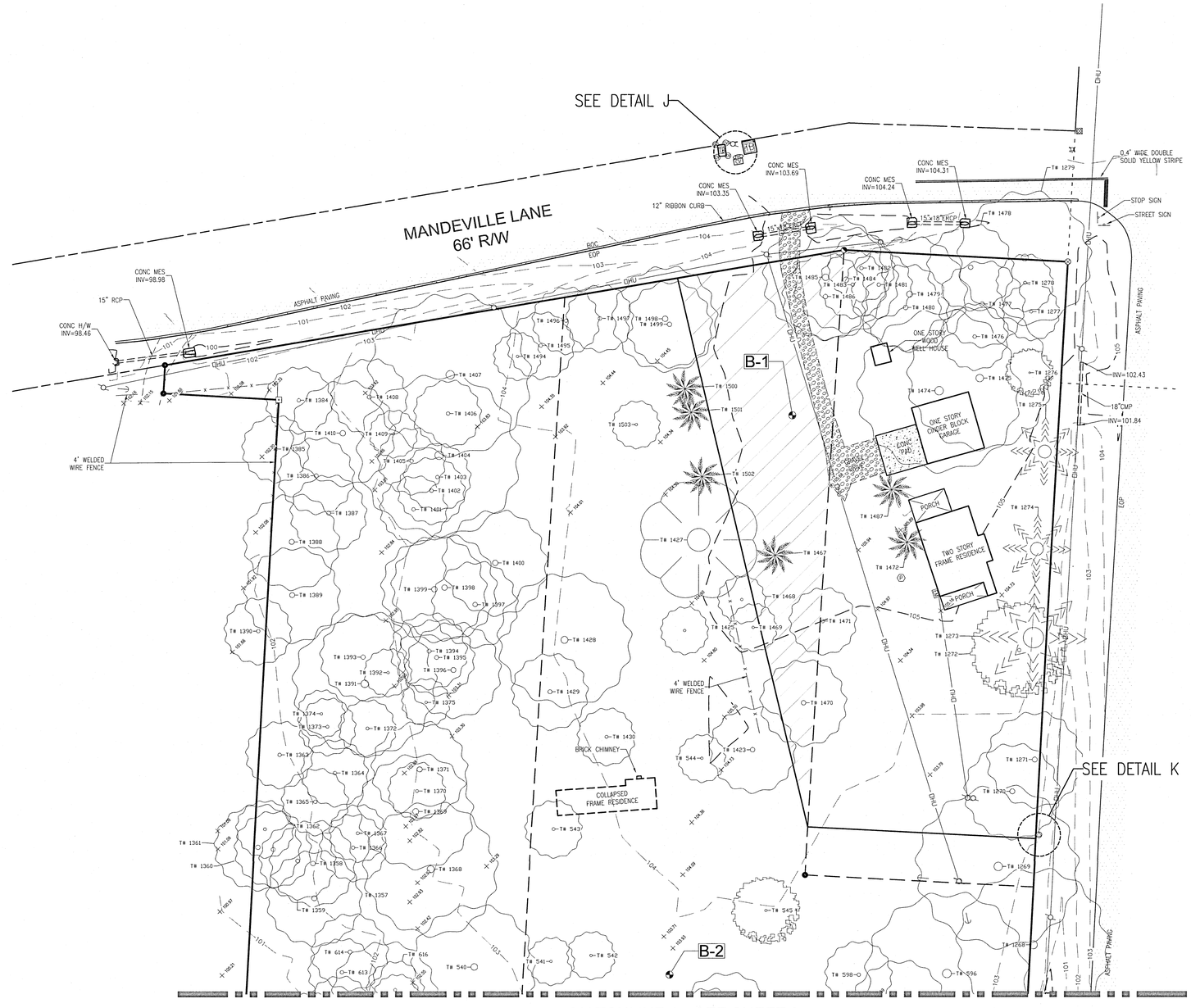
HORIZONTAL SCALE

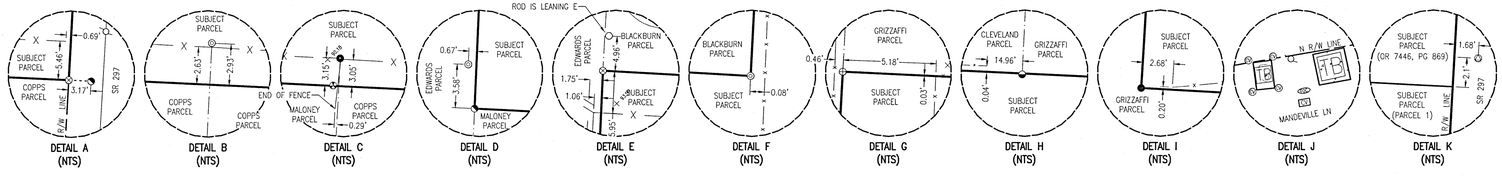
0 15 30 60

(IN FEET)

1 INCH = 30 FT.

NORTH





SHEET 2 OF 4

NOTE UNLESS STATED OTHERWISE, NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS THEREOF WERE NOT LOCATED UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

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BOUNDARY AND TOPOGRAPHIC SURVEY

7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION 24 TOWNSHIP: 1S RANGE 31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYORS IN CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 4269 DATE

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'

FIELD DATE: 11/20/19
CREW: RS/DD
CREW: -
FB R618 PG 61-64
FB R618 PG 67-85

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
332	OAK	24'	12"
334	OAK	24'	12"
335	OAK	24'	12"
336	OAK	24'	15"
337	OAK	24'	12"
338	OAK	30'	24"
339	OAK	50'	36"
340	OAK	50'	36"
341	OAK	50'	34"
342	OAK	24'	12"
343	OAK	80'	48"
344	OAK	24'	18"
345	OAK	30'	15"
346	OAK	25'	12"
347	OAK	30'	15"
348	OAK	24'	12"
349	OAK	24'	18"
350	OAK	24'	12"
351	OAK	30'	15"
352	OAK	30'	15"
353	OAK	60'	32"
452	OAK	24'	12"
453	OAK	24'	12"
454	OAK	24'	12"
455	OAK	30'	18"
456	OAK	30'	18"
457	OAK	24'	15"
458	OAK	24'	15"
459	OAK	24'	15"
460	OAK	24'	15"
461	OAK	24'	15"
462	OAK	30'	20"
463	OAK	60'	32"
464	MAGNOLIA	25'	15"
465	OAK	30'	18"
466	OAK	40'	28"
467	OAK	30'	18"
468	OAK	25'	12"
469	OAK	25'	12"
470	OAK	24'	12"
471	OAK	35'	20"
472	OAK	35'	20"
473	OAK	60'	30"
474	OAK	60'	30"
475	OAK	45'	26"
476	OAK	40'	24"
477	OAK	24'	12"
489	OAK	50'	20"
490	OAK	30'	20"
491	OAK	50'	24"
492	OAK	24'	12"
493	OAK	60'	42"
494	OAK	24'	12"
495	OAK	30'	18"
496	OAK	30'	22"
497	OAK	40'	24"
498	OAK	20'	12"
499	MAGNOLIA	24'	12"
500	OAK	40'	12"-15"-18" SPLIT
501	OAK	35'	15"-18" SPLIT
502	OAK	35'	22"
503	MAGNOLIA	25'	15"
515	OAK	120'	84"
516	OAK	35'	18"
517	OAK	35'	22"
518	OAK	25'	15"
519	OAK	25'	12"
520	OAK	35'	23"
522	ELM	40'	23"
523	OAK	25'	15"
524	OAK	80'	52"
525	OAK	70'	48"
526	OAK	30'	15"
527	OAK	75'	55"
528	OAK	40'	28"
529	OAK	60'	48"
530	OAK	85'	66"
531	OAK	55'	34"
532	OAK	25'	12"
533	OAK	25'	15"
534	OAK	25'	15"
535	OAK	25'	15"
536	OAK	25'	15"
539	OAK	25'	15"
540	OAK	65'	40"
541	OAK	25'	12"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
542	OAK	25'	12"
543	OAK	30'	20"
544	OAK	25'	12"
545	MAGNOLIA	35'	20"
546	MAGNOLIA	30'	18"
547	OAK	50'	30"
548	OAK	50'	30"
549	OAK	40'	20"
550	OAK	25'	12"
551	OAK	40'	20"
596	OAK	85'	52"
597	OAK	50'	35"
598	OAK	35'	20"
602	OAK	25'	15"
603	OAK	25'	12"
604	OAK	70'	44"
605	OAK	40'	28"
606	OAK	25'	18"
607	OAK	55'	30"
608	OAK	45'	28"
609	OAK	25'	18"
610	OAK	25'	18"
611	OAK	35'	22"
612	OAK	35'	24"
613	OAK	35'	22"
614	OAK	40'	25"
615	OAK	55'	32"
616	OAK	30'	18"
617	OAK	25'	18"
618	OAK	40'	23"
619	OAK	45'	26"
622	OAK	25'	15"
623	OAK	30'	18"
624	OAK	35'	22"
625	MAGNOLIA	20'	14"
627	OAK	25'	15"
636	OAK	25'	18"
637	OAK	25'	18"
679	OAK	30'	18"
683	OAK	25'	15"
684	OAK	25'	15"
685	OAK	20'	12"
686	OAK	20'	12"
688	MAGNOLIA	20'	12"
689	OAK	20'	15"
690	MAGNOLIA	20'	12"
691	MAGNOLIA	20'	12"
692	OAK	25'	15"
693	OAK	25'	15"
694	OAK	25'	12"
695	OAK	25'	15"
696	OAK	30'	18"
697	OAK	25'	15"
698	OAK	30'	18"
699	OAK	30'	15"
702	OAK	25'	15"
703	BAY	25'	18"
704	BAY	25'	15"
706	BAY	30'	18"
707	BAY	20'	12"
709	BAY	25'	15"
710	BAY	25'	15"
711	BAY	25'	12"
714	BAY	25'	18"
716	BAY	25'	18"
717	OAK	25'	18"
718	MAGNOLIA	30'	18"
719	PALM	20'	18"
720	MAGNOLIA	30'	15"
721	MAGNOLIA	20'	12"
723	OAK	30'	15"
729	OAK	30'	15"
730	BAY	25'	15"
731	OAK	20'	15"
732	OAK	30'	24"
738	BAY	20'	12"
739	BAY	25'	18"
740	BAY	25'	15"
741	BAY	40'	25"
743	BAY	40'	22"
744	OAK	30'	18"
745	OAK	30'	18"
746	OAK	25'	15"
747	BAY	25'	15"
748	BAY	20'	12"
750	OAK	50'	23"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
751	OAK	20'	12"
767	OAK	30'	20"
768	OAK	40'	26"
770	OAK	25'	15"
771	OAK	25'	15"
772	OAK	20'	12"
773	OAK	25'	15"
774	OAK	25'	18"
775	OAK	25'	18"
776	OAK	20'	12"
777	OAK	20'	12"
778	OAK	30'	20"
779	OAK	30'	20"
782	OAK	25'	18"
783	OAK	25'	18"
784	OAK	25'	15"
785	OAK	25'	15"
786	OAK	25'	15"
809	OAK	25'	15"
811	BAY	20'	15"
812	BAY	20'	15"
813	OAK	20'	15"
814	OAK	20'	12"
815	BAY	30'	20"
826	MAGNOLIA	25'	15"
838	OAK	25'	15"
840	OAK	50'	30"
841	OAK	50'	30"
842	OAK	50'	30"
844	OAK	25'	12"
845	OAK	25'	15"
846	OAK	35'	20"
847	OAK	25'	16"
848	OAK	25'	15"
849	OAK	30'	22"
850	OAK	30'	22"
852	OAK	25'	15"
853	MAGNOLIA	25'	15"
856	OAK	50'	26"
857	OAK	25'	15"
858	OAK	25'	18"
860	OAK	20'	12"
861	OAK	25'	15"
862	OAK	25'	15"
863	OAK	25'	12"
864	OAK	25'	15"
865	OAK	25'	12"
866	OAK	25'	12"
867	OAK	25'	12"
869	OAK	25'	12"
870	OAK	50'	32"
871	OAK	25'	15"
872	OAK	25'	15"
873	OAK	25'	15"
874	OAK	25'	15"
875	OAK	30'	18"
876	OAK	20'	12"
878	OAK	30'	20"
879	OAK	25'	12"
880	OAK	30'	18"
902	OAK	20'	12"
903	OAK	20'	12"
904	OAK	25'	15"
905	OAK	25'	15"
906	OAK	25'	15"
907	OAK	25'	12"
908	OAK	25'	12"
909	OAK	35'	20"
910	OAK	30'	18"
911	OAK	30'	18"
912	OAK	25'	15"
914	OAK	20'	12"
915	OAK	20'	12"

MATCHLINE A- SEE SHEET 2

MATCHLINE B - SEE SHEET 4

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BOUNDARY AND TOPOGRAPHIC SURVEY
7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION-24 TOWNSHIP-1S RANGE-31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON, TO BE CORRECT AND THAT IT CONFORMS WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 6248

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'
FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
943	OAK	30'	18"
944	OAK	70'	44"
945	OAK	40'	20"
946	OAK	40'	20"
947	OAK	30'	15"
948	OAK	30'	15"
949	MAGNOLIA	25'	12"~12" SPLIT
950	OAK	30'	15"
971	MAGNOLIA	35'	18"~12" SPLIT
972	MAGNOLIA	25'	12"
973	MAGNOLIA	25'	12"
974	MAGNOLIA	25'	15"
975	MAGNOLIA	35'	18"~18" SPLIT
976	OAK	35'	18"~15" SPLIT
977	OAK	35'	18"~15" SPLIT
1268	OAK	80'	60"
1269	OAK	85'	64"
1270	OAK	50'	30"
1271	OAK	50'	32"
1272	MAGNOLIA	50'	15"~20" SPLIT
1273	CYPRESS	55'	12"~20" SPLIT
1274	CYPRESS	35'	22"
1275	CYPRESS	35'	22"
1276	MAGNOLIA	25'	12"
1277	OAK	30'	18"
1278	OAK	30'	18"
1279	OAK	70'	50"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1357	OAK	50'	28"
1358	OAK	45'	32"
1359	OAK	40'	22"
1360	OAK	40'	22"
1361	OAK	45'	30"
1362	OAK	30'	18"
1363	OAK	35'	28"
1364	OAK	35'	28"
1365	OAK	35'	23"
1366	OAK	35'	22"
1367	OAK	30'	18"
1368	OAK	70'	48"
1369	OAK	60'	20"~20" SPLIT
1370	OAK	30'	18"
1371	OAK	50'	30"
1372	OAK	30'	18"
1373	OAK	30'	18"
1374	OAK	25'	12"
1375	OAK	25'	15"
1384	OAK	35'	20"
1385	OAK	35'	20"
1386	OAK	40'	26"
1387	OAK	40'	22"
1388	OAK	50'	30"
1389	OAK	50'	30"
1390	OAK	35'	16"
1391	OAK	75'	54"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1392	OAK	25'	12"
1393	OAK	45'	24"
1394	OAK	40'	20"
1395	OAK	40'	22"
1396	OAK	50'	28"
1397	OAK	45'	22"
1398	OAK	55'	33"
1399	OAK	55'	30"
1400	OAK	55'	30"
1401	OAK	35'	20"
1402	OAK	35'	20"
1403	OAK	35'	22"
1404	OAK	85'	50"
1405	OAK	35'	20"
1406	OAK	35'	20"
1407	OAK	85'	68"
1408	OAK	40'	20"
1409	OAK	25'	12"
1410	OAK	55'	30"
1423	OAK	45'	28"
1425	OAK	25'	15"
1427	PECAN	60'	30"
1428	OAK	70'	52"
1429	OAK	40'	20"
1430	OAK	30'	18"
1467	PALM	20'	15"
1468	OAK	25'	15"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1469	OAK	25'	15"
1470	OAK	45'	26"
1471	OAK	35'	15"
1472	PALM	20'	15"
1474	OAK	85'	60"
1475	OAK	75'	50"
1476	OAK	35'	18"
1477	OAK	45'	22"
1478	OAK	45'	32"
1479	OAK	60'	48"
1480	OAK	45'	22"
1481	OAK	35'	18"
1482	OAK	35'	20"
1483	OAK	35'	22"
1484	OAK	55'	26"
1485	OAK	65'	34"
1486	OAK	45'	24"
1487	PALM	20'	15"
1494	OAK	25'	15"
1495	OAK	35'	20"
1496	OAK	35'	20"
1497	OAK	35'	20"
1498	OAK	55'	30"
1499	OAK	45'	24"
1500	PALM	20'	15"
1501	PALM	20'	15"
1502	PALM	20'	15"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1503	OAK	25'	12"

HORIZONTAL SCALE
0 15 30 60
(IN FEET)
1 INCH = 30 FT.

NORTH

SEE DETAIL E
SEE DETAIL G
SEE DETAIL H
SEE DETAIL F
SEE DETAIL D
SEE DETAIL C
MATCHLINE B - SEE SHEET 3
B-7
B-6
4' WELDED WIRE FENCE
6' WOOD BOARD FENCE
JURISDICITONAL WETLANDS DELINEATION LINE AS PROVIDED BY BIOME, INC.

NOTE UNLESS STATED OTHERWISE: NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE; THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS THEREOF WERE NOT LOCATED UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

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BOUNDARY AND TOPOGRAPHIC SURVEY
7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION 24 TOWNSHIP-1S RANGE31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5J-17.050, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTH, SURVEYOR AND MAPPER, LICENSE NO. 6208 - DATE
PROFESSIONAL LAND SURVEYOR AND MAPPER

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'

FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17294 **Growth Management Report** **10. 1.**
BCC Regular Meeting **Action**
Meeting Date: 01/07/2020
Issue: Action Item - Beulah Garden Estates Final Plat
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Beulah Garden Estates Permit FP# 19103541

That the Board take the following action concerning recording of Beulah Garden Estates (a private 25-lot residential subdivision), located in the Beulah Community and lying south of Frank Reeder Road, west of Rebel Road and north of West Nine Mile Road. Owned and developed by Beulah Garden Estates, 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 name “Suwanee Lane”; and

C. Accept the five-foot-wide right-of-way acquisition by Dedication as indicated on the subdivision plat.

BACKGROUND:

The preliminary plat and construction plans were approved on June 13, 2018. The Escambia County Public Safety Department approved the street name “Suwanee Lane” on June 22, 2017. Development Services Department inspected the improvements on December 20, 2019, and found improvements substantially complete and in accordance with applicable County Requirements. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court's Office for Clerk signatures and recording in the public records of Escambia County, Florida.

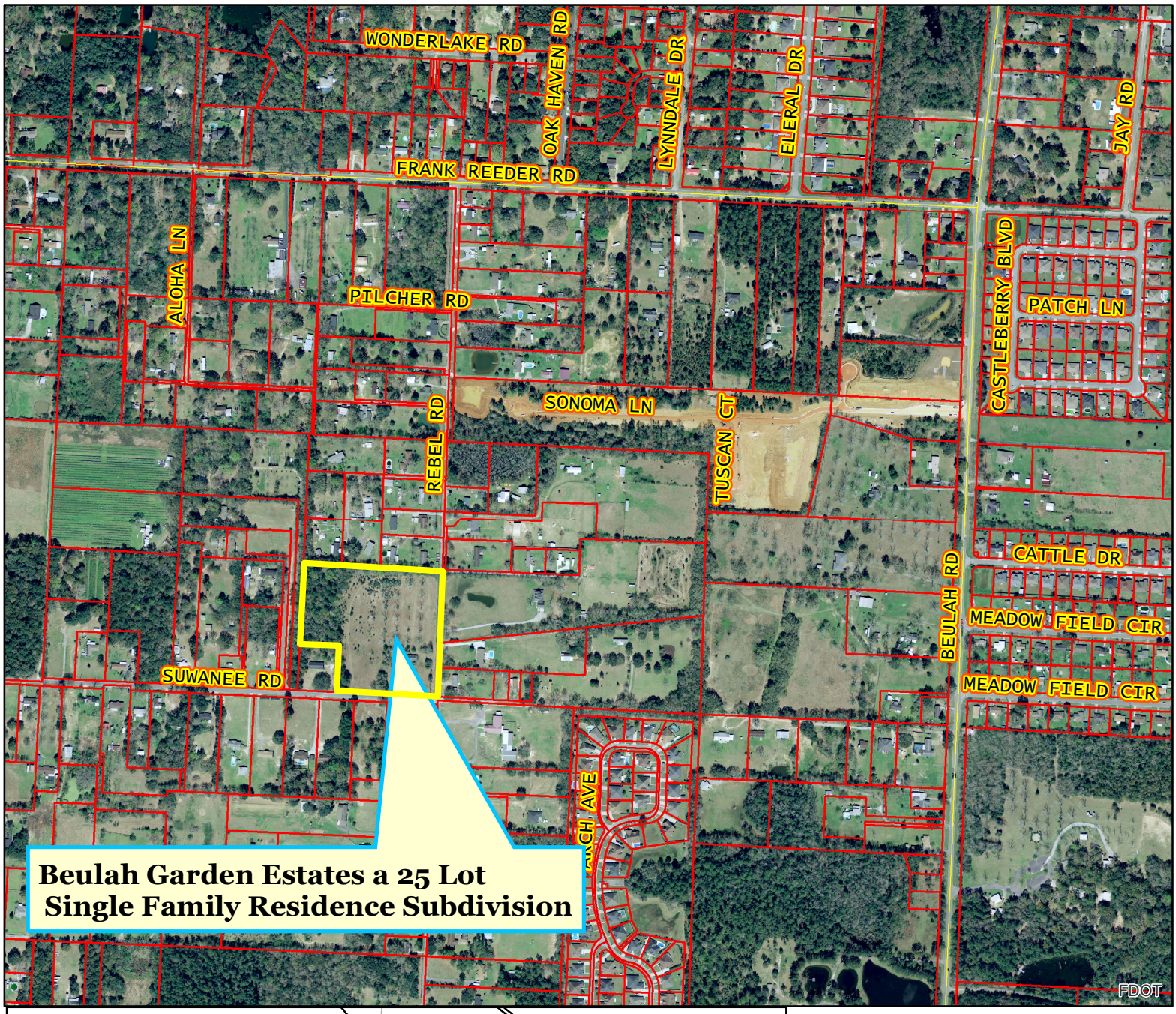
COORDINATION WITH OTHER AGENCIES/PERSONS:

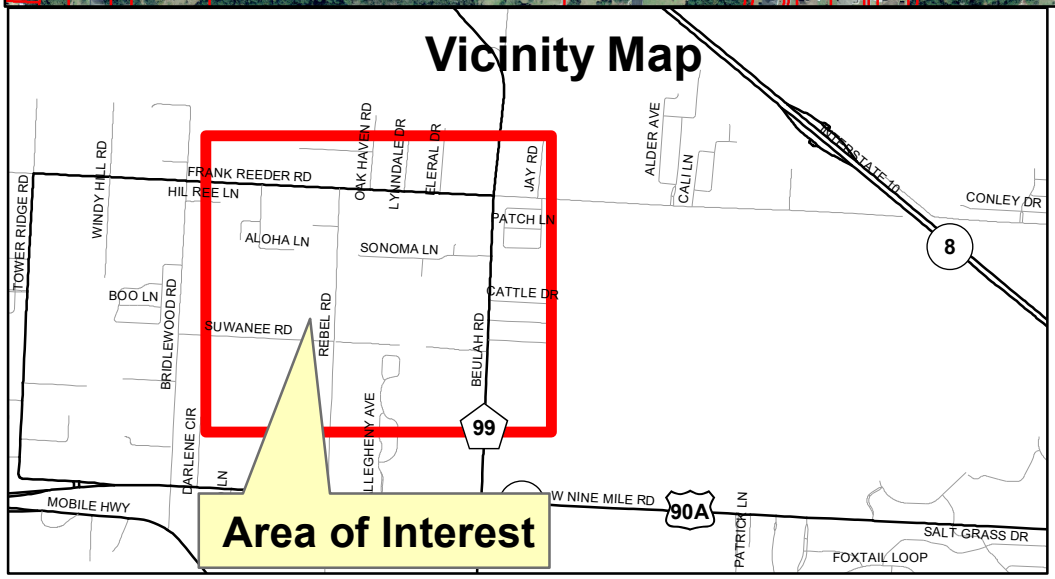
Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Vicinity/Location Map
Street Name Approval Letter
Infrastructure Maintenance Disclosure Form
Final Plat

Final Plat ~ Beulah Garden Estates
25 Lot Single Family Residences









Surveying RGG 12/18/2019

Board of County Commissioners • Escambia County, Florida

Michael T. Moring, Emergency Communications Chief
Public Safety Department

June 22, 2017

Street Letter Approval

The following names have been submitted for approval:

Suwanee Lane

The streets are located in:

Beulah Garden Estates

The name was requested by:

Jerry W. McGuire, P.E.

JMA Engineering Services, Inc.

P.O. Box 4348

Milton, FL 32572 Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

Michael T. Moring

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

RESIDENTIAL SALES INFRASTRUCTURE MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers who is responsible for maintenance of infrastructure within areas platted on or after June 1, 2017. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

If multiple entities are responsible for maintenance of the same type of infrastructure within the platted area, you must attach an additional disclosure form for each responsible entity and designate the area of responsibility by lot and block.

If additional space is needed, please check box and attach additional pages.

Name of Subdivision: BEULAH GARDEN ESTATES
Lots & Blocks All **(All or Specify)**

Responsibility of Infrastructure Maintenance Disclosure		
Type of Infrastructure	**Responsible Entity** (i.e. Escambia Co., ECUA.	**Ownership**
Road(s)	Private	H.O.A.
Bridge(s)	N/A	N/A
Retention Pond(s)	Private	H.O.A.
Stormwater Conveyance or Easements (rear yard)	Lots 1; 6-10; 15-18, Block A Lot 1, Block B Lots 1-3, Block C	Homeowner Homeowner Homeowner
Easements between lots (side yard)	Private	Homeowner
Sewer Lift Station Central	N/A	N/A
Sewer System	N/A	N/A
Water System	ECUA	ECUA
Gas	N/A	N/A
Other (i.e. Clubhouse)	N/A	N/A

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by:

BEULAH GARDEN ESTATES, LLC
Seller's Name
1795 W. Detroit Boulevard
Address
Pensacola, FL 32534
City, State, Zip Code

AS TO SELLER(S):

_____ _____

Seller's Name: _____ Witness' Name: _____

_____ _____

Seller's Name: _____ Witness' Name: _____

AS TO BUYER(S):

_____ _____

Buyer's Name: _____ Witness' Name: _____

_____ _____

Buyer's Name: _____ Witness' Name: _____

Effective:

SUBDIVISION NAME: Beulah Gardens Estates

Lot(s)	Block	Type of Infrastructure	Responsible Entity	Ownership
1	A	5' Drainage Easement along side property line	Private	Homeowner
		15' Drainage/Access Easement	Beulah Gardens Est. HOA	Homeowner
		Septic Tank	Private	Homeowner
2-5	A	5' Drainage Easement along side property line	Private	Homeowner
		Septic Tank	Private	Homeowner
6-8	A	5' Drainage Easement along side property line	Private	Homeowner
		15' Drainage/Access Easement between lots	Beulah Gardens Est. HOA	Homeowner
		Septic Tank	Private	Homeowner
9	A	5' Drainage Easement along side property line	Private	Homeowner
		15' Drainage/Access Easement between lots	Beulah Gardens Est. HOA	Homeowner
		1' Non-Access Easement	Public	Homeowner
		5' Utility Easement along front property line	Homeowner	Homeowner
		Septic Tank	Private	Homeowner
10	A	5' Drainage Easement along side property line	Private	Homeowner
		15' Drainage/Access Easement between lots	Beulah Gardens Est. HOA	Homeowner
		5' Utility Easement along front property line	Homeowner	Homeowner
		Septic Tank	Private	Homeowner
11-14	A	5' Utility easement along front property line	Homeowner	Homeowner
		5' Drainage Easement along side property line	Private	Homeowner
		Septic Tank	Private	Homeowner
15-17	A	5' Utility easement along front property line	Homeowner	Homeowner
		5' Drainage Easement along side property line	Private	Homeowner
		15' Drainage/Access Easement between lots	Beulah Gardens Est. HOA	Homeowner
		Septic Tank	Private	Homeowner
18	A	15' Drainage/Access Easement	Beulah Gardens Est. HOA	Homeowner
		10' Utility easement along front property line	Homeowner	Homeowner
		5' Drainage Easement along side property line	Private	Homeowner
		Septic Tank	Private	Homeowner
1-3	B	5' Utility easement along front property line	Homeowner	Homeowner
		5' Drainage Easement along side property line	Private	Homeowner
		Septic Tank	Private	Homeowner
4	B	5' Utility easement along front property line	Homeowner	Homeowner
		5' Drainage Easement along side property line	Private	Homeowner
		Septic Tank	Private	Homeowner

1	C	1' Non-Access Easement	Escambia	Homeowner
		Irregular Shaped Sign Easement	Beulah Gardens HOA	Homeowner
		5' Drainage Easement along side property line	Private	Homeowner
		15' Drainage/Access Easement	Beulah Gardens Est. HOA	Homeowner
		5' Utility Easement	Homeowner	Homeowner
		Septic Tank	Private	Homeowner
2-3	C	5' Utility easement along front property line	Homeowner	Homeowner
		5' Drainage Easement along side property line	Private	Homeowner
		15' Drainage/Access Easement	Beulah Gardens Est. HOA	Homeowner
		Septic Tank	Private	Homeowner

JMA
ENGINEERING SERVICES INC.
CIVIL ENGINEERING - PLANNING
P.O. BOX 4848
MILTON, FLORIDA 32572-4848
PHONE: (850) 995-7323
FAX: (850) 995-7326
eMAIL: jma@mcguire-assoc.com
Gerald W. McGuire-P.E. # 39572
Serena Lee Chapin-P.E. # 61349
Engineering Business #28905

RECORD PLAT OF:

BEULAH GARDEN ESTATES

A PRIVATE 25 LOT RESIDENTIAL SUBDIVISION DEVELOPMENT IN SECTION 6, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

DECEMBER 2019

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
7142 BELGIUM CIRCLE
Pensacola, Fl 32526
(850) 432-1052

NWFLS PROJECT NO. 16439

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.
NEW PARCEL CREATED AT THE CLIENT'S REQUEST
DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 02 DEGREES 36 MINUTES 41 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 FOR A DISTANCE OF 1996.53 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE GO NORTH 87 DEGREES 06 MINUTES 15 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6 FOR A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE FIELD MONUMENTED WEST LINE OF REBEL ROAD (MAINTENANCE CLAIM, WIDTH UNDETERMINED). THENCE GO SOUTH 02 DEGREES 36 MINUTES 41 SECONDS WEST ALONG SAID FIELD MONUMENTED WEST LINE OF REBEL ROAD FOR A DISTANCE OF 6.52 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 87 DEGREES 01 MINUTES 27 SECONDS WEST ALONG A 4 FOOT WIRE FENCE FOR A DISTANCE OF 649.94 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE GO SOUTH 02 DEGREES 41 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6 FOR A DISTANCE OF 393.89 FEET; THENCE GO SOUTH 86 DEGREES 57 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 200.00 FEET; THENCE GO SOUTH 02 DEGREES 41 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 245.08 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF SUWANEE ROAD (40' R/W); THENCE GO SOUTH 87 DEGREES 03 MINUTES 04 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF SUWANEE ROAD FOR A DISTANCE OF 450.87 FEET TO AN INTERSECTION WITH THE AFORESAID FIELD MONUMENTED WEST LINE OF REBEL ROAD; THENCE GO NORTH 02 DEGREES 36 MINUTES 41 SECONDS EAST ALONG SAID FIELD MONUMENTED WEST LINE OF REBEL ROAD FOR A DISTANCE OF 638.99 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 8.42 ACRES MORE OR LESS.

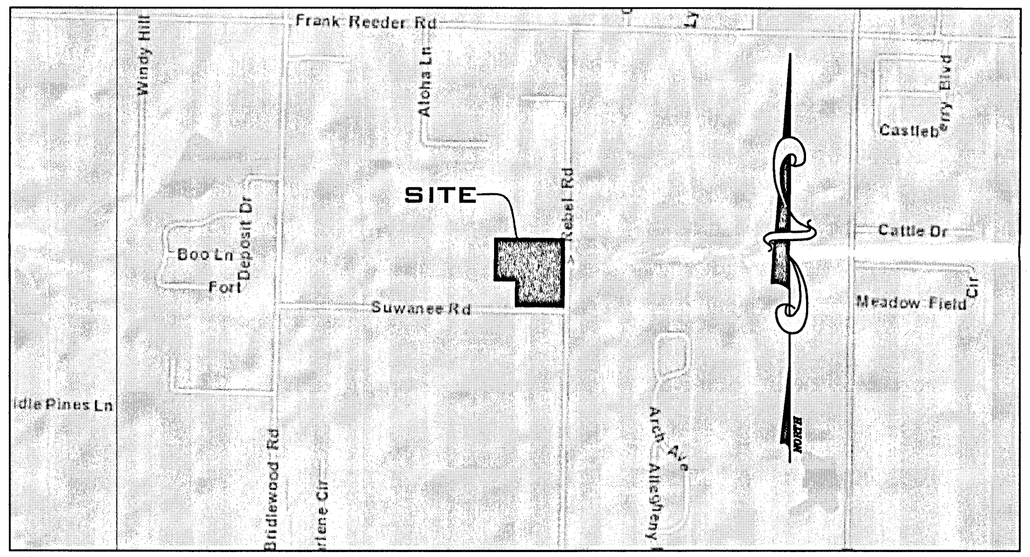
SURVEYOR'S NOTES:

1. NORTH, BEARINGS AND THE SURVEY DATUM SHOWN HEREON IS BASED UPON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83) (2011)-EPOCH 2010.0000) AND WAS DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS). THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK. A REFERENCE BEARING OF SOUTH 02 DEGREES 36 MINUTES 41 SECONDS WEST IS GIVEN ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. ELEVATIONS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 FROM GEODETIC CONTROL POINT STAMPED "ESC 4075" HAVING AN ELEVATION OF 109.12 FEET AS PER BASKERVILLE-DONOVAN INC. SURVEY OF ESCAMBIA COUNTY, FLORIDA GPS NETWORK PREPARED FOR FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF STATE LANDS BUREAU OF SURVEY AND MAPPING DATED 08/22/1997.
2. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", BASE FLOOD ELEVATION N/A, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0270 G, REVISED SEPTEMBER 29, 2006.
3. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
4. GERALD W. McGUIRE, P.E. JMA ENGINEERING SERVICES, INC, 2726 WALLACE LAKE ROAD, PACE, FL 32571, (850) 955-7323 IS THE ENGINEER OF RECORD.
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT WILL NOT BE RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
6. DEVELOPMENT CONSISTS OF 25 SINGLE FAMILY DETACHED RESIDENTIAL LOTS. RESIDENTIAL DENSITY = 2.97 UNITS/ACRE. TOTAL PROJECT ACREAGE: 8.42 MORE OR LESS.
7. NO SIGNAGE, LANDSCAPING OR FENCING SHALL BE INSTALLED WITHIN THE 35' SIGHT TRIANGLE THAT MAY RESTRICT THE VISUAL CLEARANCE SET FORTH BY THE LAND DEVELOPMENT CODE. (LDC-7.01.08)
8. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
9. NO FENCES OR STRUCTURES SHALL BE BUILT WITHIN PRIVATE DRAINAGE AND ACCESS EASEMENTS, EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES AND STORMWATER FLOW SHALL NOT BE RESTRICTED.
10. EACH LOT SHALL HAVE A 10 FOOT WIDE PRIVATE DRAINAGE EASEMENT ALONG THE SIDE LOT LINE BEING 5 FEET EACH SIDE OF THE LOT LINE. FENCES OR OTHER STRUCTURES IN THESE EASEMENTS SHALL NOT IMPEDE STORMWATER FLOW.

ENGINEER:
GERALD W. McGUIRE, P.E.
JMA ENGINEERING SERVICES, INC.
2726 WALLACE LAKE ROAD
PACE, FL 32571
P: (850) 995-7323

SURVEYOR:
NORTHWEST FLORIDA LAND SURVEYING, INC.
7142 BELGIUM CIRCLE
PENSACOLA, FL 32526
P: (850) 432-1052
F: (850) 433-6049

OWNER/DEVELOPER:
BEULAH GARDENS ESTATES, LLC
1795 W. DETROIT BOULEVARD
PENSACOLA, FL 32534
850-607-4539



SCALE: 1"=1000'

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW

DRC Chairman Signature Charles F. Gruver Dec. 18, 2019 Date

Printed Name: Charles A. Gruver IV

Development Services Director or Designee

This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order (DO) must be obtained through the Development Review Process prior to the commencement of construction. This DO approval does not constitute approval by any other agency. All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

SITE AND BUILDING REQUIREMENTS: ZONING LDR

LOT COVERAGE: THE PERVIOUS AREA SHALL BE AT LEAST 30% OF THE TOTAL LOT (70% MAXIMUM IMPERVIOUS COVER RATIO)
LOT WIDTH: FOR A NEW LOT WITH A MAJORITY OF ITS FRONTAGE ALONG THE OUTSIDE OF A STREET RIGHT-OF-WAY CURVE WHOSE RADIUS IS 100 FEET OR LESS, THE MINIMUM LOT WIDTH AT THE RIGHT-OF-WAY IS 40 PERCENT OF THE RADIUS LENGTH, BUT NOT LESS THAN 20 FEET. THE MINIMUM WIDTH FOR ALL OTHER NEW LOTS IS 60 FEET AT THE RIGHT-OF-WAY.
FRONT YARD: THERE SHALL BE A FRONT YARD HAVING A DEPTH OF NO LESS THAN 25 FEET,
REAR YARD: THE MINIMUM REAR YARD SHALL NOT BE LESS THAN 25 FEET IN DEPTH.
SIDE YARD:
ON EACH SIDE OF ALL OTHER STRUCTURES, FIVE FEET OR 10 PERCENT OF THE LOT WIDTH AT THE FRONT BUILDING LINE, WHICHEVER IS GREATER, BUT NOT REQUIRED TO EXCEED 15 FEET.
BUILDING HEIGHT: A MAXIMUM STRUCTURE HEIGHT OF 45 FEET ABOVE HIGHEST ADJACENT GRADE.

STATE PLANE COORDINATES									
HORIZONTAL DATUM: NORTH AMERICAN DATUM 83 (2011) FLORIDA NORTH ZONE									
STATION	NORTHING	EASTING	LATITUDE (N)	LONGITUDE (W)	SCALE FACTOR	CONVERGENCE	ELEVATION (NAVD88)	Elevation Factor	CSF
GPS 1	572747.23	1058680.10	30°32'35.4056"	87°23'25.4037"	0.99996987	01°27'08.9849"	133.57'	0.99999796	0.99996783
GPS 2	572724.29	1059125.37	30°32'35.2904"	87°23'20.3067"	0.99996987	01°27'06.4235"	131.85'	0.99999804	0.99996791
GPS 3	573357.63	1059154.26	30°32'41.5644"	87°23'20.1600"	0.99997001	01°27'06.3498"	136.68'	0.99999781	0.99996781
ESC 4075	556489.57	1087483.28	30°30'01.6463"	87°17'51.5612"	0.99996527	01°24'21"	109.05'	0.99999910	0.99996437
LOCATION ESTABLISHED FROM FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN) FLORIDAS GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS)									
REFERENCE STATION NETWORK									
TO CONVERT A GROUND DISTANCE TO GRID DISTANCE MULTIPLY THE GROUND DISTANCE BY THE AVERAGE COMBINED SCALE FACTOR.									

NOTARY PUBLIC

BEFORE THE SUBCRIBER PERSONALLY APPEARD RYAN K. CHAVERS, MANAGER OF BEULAH GARDEN ESTATES, LLC., OWNER AND DEVELOPER OF BEULAH GARDEN ESTATES, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO ON BEHALF OF BEULAH GARDEN ESTATES, LLC., EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO ( ) IS PERSONALLY KNOWN TO ME OR WHO ( ) HAS PRODUCED_____ AS IDENTIFICATION GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2019.

_____
SIGNATURE

_____
PRINT NAME

_____
COMMISION NO. _____

MY COMMISION EXPIRES _____
NOTARY PUBLIC, STATE OF FLORIDA

CERTIFICATE OF APPROVALS:

COMMISSIONERS OF ESCAMBIA COUNTY,
STATE OF FLORIDA
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE _____ DAY OF _____ 2019, WAS APPROVED FOR FILING BY THE SAID BOARD AND I, CLERK OF THE CIRCUIT COURT, WAS INSTUCTED TO SO CERTIFY HEREON.

_____
PAM CHILDERS DATE
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

CERTIFICATE OF ATTORNEY:

I, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE.

_____
PRINT NAME

_____
SIGN NAME

COUNTY CLERK'S CERTIFICATE OF APPROVAL

COUNTY OF ESCAMBIA
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177.011 THROUGH 177.151) OF THE LEGISLATURE OF FLORIDA AND THE SAME WAS FILED FOR RECORD IN PLAT BOOK _____ AT PAGE _____ OF THE PUBLIC RECORDS OF SAID COUNTY ON THIS _____ DAY OF _____, 2019.

_____
PAM CHILDERS, CLERK OF THE CIRCUIT COURT

DEDICATIONS

KNOW ALL PERSONS BY THESE PRESENTS THAT BEULAH GARDENS ESTATES, LLC, THE OWNER ("OWNER") OF THE LAND DESCRIBED AND PLATTED HEREON KNOWN AS BEULAH GARDEN ESTATES, HEREBY DEDICATES TO BEULAH GARDENS ESTATES OWNERS ASSOCIATION, INC., A FLORIDA CORPORATION NOT- FOR- PROFIT, ALL PRIVATE RIGHTS OF WAY, PRIVATE RETENTION POND (PARCEL A), PRIVATE SIGN EASEMENT, PRIVATE NON-ACCESS EASEMENT, PRIVATE ACCESS AND DRAINAGE EASEMENTS, BEULAH GARDEN ESTATES, LLC ALSO DEDICATES TO ALL UTILITY PROVIDERS UTILITY EASEMENTS UNDER, OVER, ACROSS AND THROUGH ALL UTILITY EASEMENTS AS SHOWN ON THE PLAT. BEULAH GARDEN ESTATES, LLC ALSO DEDICATES TO ESCAMBIA COUNTY THE NON-ACCESS EASEMENT, (PARCEL B) A 5 FOOT WIDE RIGHT OF WAY ACQUISITION AND HEREBY REQUESTS THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. IT IS NOT THE INTENT OF THE OWNER TO DEDICATE TO THE GENERAL PUBLIC ANY PORTION OF THE PLAT EXCEPT (PARCEL B) AS SHOWN HEREON.

WITNESSES: BEULAH GARDENS ESTATES, LLC.
A FLORIDA LIMITED LIABILITY COMPANY

(SIGNATURE)_____.
(PRINTED NAME)_____.

(SIGNATURE)_____ BY:_____
(PRINTED NAME)_____. GARY HOLT, ITS MANAGER

WITNESSES: BEULAH GARDENS ESTATES, LLC.
A FLORIDA LIMITED LIABILITY COMPANY

(SIGNATURE)_____.
(PRINTED NAME)_____.

(SIGNATURE)_____ BY:_____
(PRINTED NAME)_____. RYAN K. CHAVERS, ITS MANAGER

NOTARY PUBLIC

BEFORE THE SUBCRIBER PERSONALLY APPEARD GARY HOLT, MANAGER OF BEULAH GARDEN ESTATES, LLC., OWNER AND DEVELOPER OF BEULAH GARDEN ESTATES, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO ON BEHALF OF BEULAH GARDEN ESTATES, LLC., EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO ( ) IS PERSONALLY KNOWN TO ME OR WHO ( ) HAS PRODUCED_____ AS IDENTIFICATION GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2019.

_____
SIGNATURE

_____
PRINT NAME

_____
COMMISION NO. _____

MY COMMISION EXPIRES _____
NOTARY PUBLIC, STATE OF FLORIDA

CERTIFICATE OF PLAT REVIEW:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS ____DAY OF _____, 2019.

_____, P.S.M. COUNTY SURVEYOR
JOSEPH E. BARRETT
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6260

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I AM THE "ENGINEER" OF RECORD FOR BEULAH GARDEN ESTATES. ALL ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS HAVE BEEN CONSTRUCTED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS.

12/17/2019

GERALD W. McGUIRE PE. NO. 39572
STATE OF FLORIDA
JMA ENGINEERING SERVICES, INC.
2726 WALLACE LAKE ROAD
PACE, FL 32571
(850) 995-7323

NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL OF A FLORIDA PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT PRESENTATION OF THE LAND DESCRIBED HEREIN, THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED, THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS INDICATED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 177.011 - 177.151 FLORIDA STATUTES, AND THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 TO 5J-17.026, FLORIDA ADMINISTRATION CODE.

FRED R. THOMPSON
FLORIDA REGISTRATION NO. 3027

NORTHWEST FLORIDA LAND SURVEYING, INC.
SURVEYING AND MAPPING BUISNESS NUMBER 7277
7142 BELGIUM CIRCLE
PENSACOLA, FL 32526
(850) 432-1052

NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL

NOTICE:
-THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
-THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

DECLARATION OF RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____

PLAT BOOK _____, PAGE _____

RECORD PLAT OF:

BEULAH GARDEN ESTATES

A PRIVATE 25 LOT RESIDENTIAL SUBDIVISION DEVELOPMENT IN SECTION 6, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

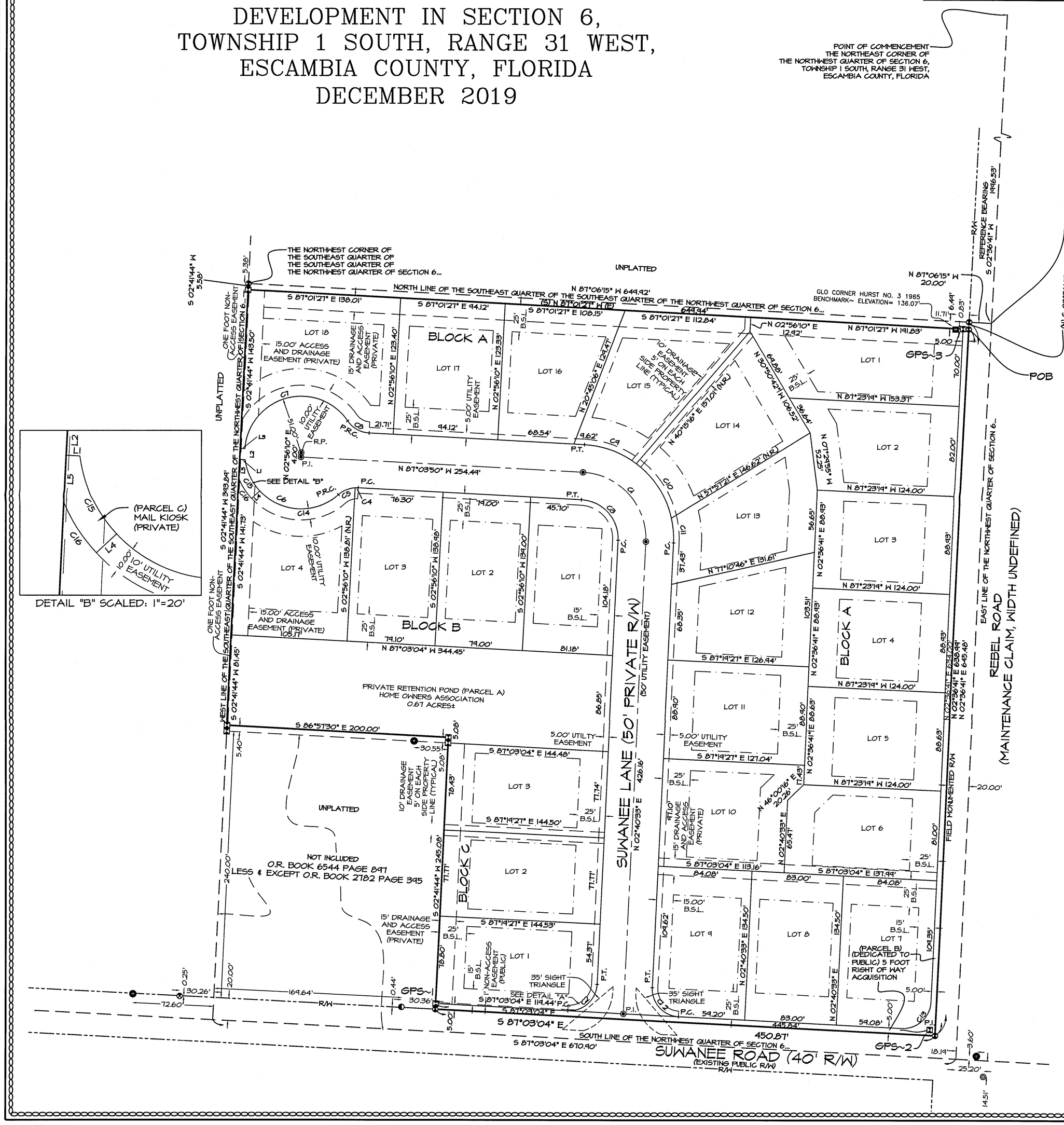
DECEMBER 2019

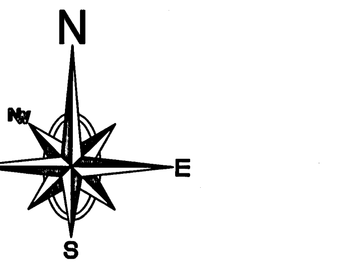
JMA
ENGINEERING SERVICES INC.
CIVIL ENGINEERING - PLANNING
P.O. BOX 4848
MILTON, FLORIDA 32572-4848
PHONE: (850) 995-7323
FAX: (850) 995-7236
eMAIL: jma@mcguire-assoc.com
Gerald W. McGuire-P.E. # 39572
Serena Lee Chapla-P.E. # 61249
Engineering Business #28905

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
7142 BELGIUM CIRCLE
Pensacola, Fl 32526
(850) 432-1052

NWFLS PROJECT NO. 16439

DETAIL "B" SCALED: 1"=20'





LINE TABLE		
LINE	LENGTH	BEARING
L1	4.45'	N87°03'50"W
L2	10.00'	N02°41'44"E
L3	4.21'	S87°03'50"E
L4	10.00'	S46°49'26"W
L5	17.21'	S02°41'44"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA-ANGLE	TANGENT	CHORD	CHORD-BEARING
C1	93.98'	60.00'	84°44'24"	54.73	84.66'	N42°11'38"W
C2	34.34'	25.00'	90°16'22"	25.12	35.44'	N41°48'45"E
C3	54.82'	35.00'	84°44'24"	34.84	49.98'	N42°11'38"W
C4	2.80'	25.00'	6°25'04"	1.40	2.80'	S84°49'56"W
C5	16.71'	25.00'	38°18'11"	8.68	16.40'	S61°21'55"W
C6	110.87'	51.00'	124°33'24"	91.05	90.24'	S64°30'26"E
C7	126.07'	51.00'	141°37'43"	146.51	96.33'	S74°52'26"W
C8	23.02'	25.00'	52°45'08"	12.40	22.21'	S60°41'16"E
C9	50.51'	85.00'	34°05'10"	26.06	49.78'	N10°01'15"W
C10	60.00'	85.00'	40°26'39"	31.31	58.76'	N32°45'24"W
C11	22.51'	85.00'	15°12'40"	11.35	22.50'	N04°55'47"W
C12	34.15'	25.00'	84°43'38"	24.86	35.27'	S42°11'15"E
C13	34.42'	25.00'	90°20'15"	25.15	35.46'	N41°46'48"E
C14	74.02'	51.00'	88°46'56"	46.82	71.35'	S81°23'52"E
C15	31.85'	51.00'	35°46'53"	16.46	31.33'	N29°07'07"W
C16	21.82'	61.00'	20°29'56"	11.03	21.71'	N32°45'35"W

SITE AND BUILDING REQUIREMENTS: ZONING LDR

LOT COVERAGE: THE PERVIOUS AREA SHALL BE AT LEAST 30% OF THE TOTAL LOT (70% MAXIMUM IMPERVIOUS COVER RATIO)

LOT WIDTH: FOR A NEW LOT WITH A MAJORITY OF ITS FRONTAGE ALONG THE OUTSIDE OF A STREET RIGHT-OF-WAY CURVE WHOSE RADIUS IS 100 FEET OR LESS, THE MINIMUM LOT WIDTH AT THE RIGHT-OF-WAY IS 40 PERCENT OF THE RADIUS LENGTH, BUT NOT LESS THAN 20 FEET. THE MINIMUM WIDTH FOR ALL OTHER NEW LOTS IS 60 FEET AT THE RIGHT-OF-WAY.

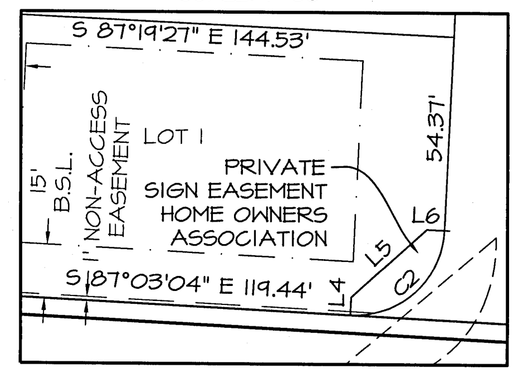
FRONT YARD: THERE SHALL BE A FRONT YARD HAVING A DEPTH OF NO LESS THAN 25 FEET,

REAR YARD: THE MINIMUM REAR YARD SHALL NOT BE LESS THAN 25 FEET IN DEPTH.

SIDE YARD: ON EACH SIDE OF ALL OTHER STRUCTURES, FIVE FEET OR 10 PERCENT OF THE LOT WIDTH AT THE FRONT BUILDING LINE, WHICHEVER IS GREATER, BUT NOT REQUIRED TO EXCEED 15 FEET.

BUILDING HEIGHT: A MAXIMUM STRUCTURE HEIGHT OF 45 FEET ABOVE HIGHEST ADJACENT GRADE.

DETAIL "A"
SCALE: 1"=30'



PROPERTY LINE TABLE		
LINE	LENGTH	BEARING
L4	5.00'	N02°56'56"E
L5	28.35'	N47°48'45"E
L6	5.00'	S87°19'27"E

DENOTES:

- ● ~ 1/2" CAPPED IRON ROD, NUMBERED 7271 (PLACED)
- ◐ ~ 1/2" CAPPED IRON ROD, NUMBERED 7250 (FOUND)
- ◑ ~ 1/2" CAPPED IRON ROD, NUMBERED 6112 (FOUND)
- ⊖ ~ 1/2" CAPPED IRON ROD, NUMBERED 4860 (FOUND)
- ⊡ ~ 4" SQUARE CONCRETE MONUMENT, NUMBERED 7271 P.R.M. (PLACED)
- □ ~ 4" SQUARE CONCRETE MONUMENT, UNNUMBERED (FOUND)
- ● ~ 1/2" IRON ROD, UNNUMBERED (FOUND)
- ◎ ~ 1" IRON PIPE, UNNUMBERED (FOUND)
- ■ ~ 6" ROUND CONCRETE GLO MARKER (FOUND)
- ⊕ ~ 1/2" ALLOY CAPPED IRON ROD, NUMBERED 7271 P.C.P. (PLACED)

(D) ~ DEED INFORMATION
(F) ~ FIELD INFORMATION
R/W ~ RIGHT OF WAY
P.C. ~ POINT OF CURVATURE
P.T. ~ POINT OF TANGENCY
P.R.C. ~ POINT OF REVERSE CURVATURE
P.I. ~ POINT OF INTERSECTION
B.S.L. ~ BUILDING SETBACK LINE
SQ.FT. ~ SQUARE FEET
R.P. ~ RADIUS POINT
P.O.B. ~ POINT OF BEGINNING
P.R.M. ~ PERMANENT REFERENCE MONUMENT
P.C.P. ~ PERMANENT CONTROL POINT
(N.R.) ~ NON-RADIAL

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DECLARATION OF RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK ____, PAGE(S) ____

PLAT BOOK ____, PAGE ____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17288 **Growth Management Report 10. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 01/07/2020
Issue: Schedule of Public Hearings
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearing

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

February 6, 2020

5:45 p.m. - A Public Hearing - McDirt Pit Permit Renewal

Summary: Recycling facility permit renewal for McDirt Industries, LLC – Phillip McCoy, for Concrete & Asphalt Recycling Facility.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17275 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/07/2020
Issue: Resolution-Escambia County Health Facilities Authority Not Exceeding $925,000,000 Revenue Bonds for Baptist Health Care Corporation Obligated Group
From: JoLinda Herring, Shareholder
Organization: Bryant Miller Olive P.A.
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of Revenue Bonds by Escambia County Health Facilities Authority for Health Care Project and Refunding of Outstanding Indebtedness on Behalf of Certain Related Borrowers, Including Baptist Health Care Foundation, Inc. - JoLinda Herring, Bryant Miller Olive P.A. and Eugene Franklin, Chairman of the Escambia County Health Facilities Authority

That the Board adopt, and authorize the Chairman to sign, a Resolution authorizing the issuance of revenue bonds by the Escambia County Health Facilities Authority (the “Authority”) on behalf of Baptist Health Care Corporation (“BHCC”), Baptist Health Care Foundation, Inc. (“BHCF”), Baptist Hospital, Inc. (“BHI”), Baptist Medical Group, LLC (“BMG”), Baptist Urgent Care, LLC (“BUC”), Jay Hospital, Inc. (“JH”), Lakeview Center, Inc. (“LC”), Global Connections to Employment, Inc. (“GCE”) and Baptist Brent Lane Properties, LLC (“BBLP” and, together with BHCC, BHCF, BHI, BMG, BUC, JH, LC and GCE, the “Borrowers”) for the purpose of financing the Project herein described and refinancing certain Outstanding Indebtedness herein described.

BACKGROUND:

The Borrowers have requested the Authority issue its revenue bonds (the "Bonds"), in the aggregate principal amount of not exceeding $925,000,000, the proceeds of which will be used, together with certain other moneys, to (i) pay or reimburse the Borrowers for, or refinance any indebtedness incurred to pay, the costs of acquiring, constructing, expanding, renovating, rehabilitating and equipping certain healthcare facilities and all necessary, attendant or related facilities, equipment, site work and utilities thereto, including but not limited to, the

construction and equipping of a replacement hospital with approximately 650,000 square feet of patient care space and a medical office building on approximately 54 acres on the New Hospital Campus at the southwest corner of Brent Lane and I-110 in Pensacola, Florida, all as more fully described in the Notice of Public Hearing attached as Appendix A to the Report of Hearing Officer (Exhibit A to the Resolution) (collectively, the “Project”) (in an aggregate principal amount not to exceed $855,000,000); (ii) refund or refinance the Escambia County Health Facilities Authority Health Care Facilities Revenue Bond (Baptist Hospital, Inc. Project) Series 2009A (the “Series 2009A Bond”) (in an aggregate principal amount not to exceed $8,000,000); (iii) refund or refinance the Escambia County Health Facilities Authority Health Care Facilities Revenue Bonds (Baptist Hospital, Inc. Project), Series 2010A (the “Series 2010A Bonds”) (in an aggregate principal amount not to exceed $140,000,000), (iv) refinance certain taxable indebtedness of the Borrowers, the proceeds of which were used to pay or reimburse the Borrowers for, or refinance any indebtedness incurred to pay, the costs of acquiring, constructing, expanding, renovating, rehabilitating and equipping certain healthcare facilities and all necessary, attendant or related facilities, equipment, site work and utilities thereto (in an aggregate principal amount not to exceed $140,000,000) (together with the Series 2009A Bonds and the Series 2010A Bonds, the "Outstanding Indebtedness"); (v) fund a debt service reserve fund for the benefit of the Bonds, if deemed necessary or desirable by BHCC; (vi) fund interest accruing on the Bonds, if deemed necessary or desirable by BHCC; and (vii) pay certain expenses incurred in connection with the issuance of the Bonds, including the cost of any credit or liquidity enhancement, all as permitted by the Health Facilities Authorities Law, Part III, Chapter 154, Florida Statutes and the Florida Industrial Development Financing Act, Part II, Chapter 159, Florida Statutes (the “Acts”)

The Bonds will be underwritten by Bank of America Securities and J.P. Morgan Securities and will carry a rating granted by one or more of the national rating agencies. Other firms assisting in the financing are Chapman and Cutler, Chicago, Illinois, serving as Bond Counsel to the Borrowers; Beggs & Lane, Pensacola, Florida, serving as Borrowers' Counsel; Kaufman Hall, Chicago, Illinois, serving as Financial Advisor to the Borrowers; Bryant Miller Olive P.A., special counsel to the Authority, and Michael J. Stebbins, P.L., as the Authority's General Counsel.

On December 12, 2019, the Authority conducted a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, to take public comment on the proposed issuance by the Authority of the Bonds for the purposes described above. The Report of Hearing Officer, including the Proof of Publication of the Notice of Public Hearing, is included as Exhibit "A" to the Resolution. No persons present at the hearing spoke in opposition to the issuance of the Bonds by the Authority, and no written communications about the Bonds were received by the Authority.

The Bonds, when issued, will be special, limited obligations of the Authority payable solely out of the revenues derived from one or more loan agreements with the Borrowers. The Bonds and the interest thereon will never constitute an indebtedness, liability, general or moral obligation, or pledge of the faith, credit or taxing power of the State of Florida, Escambia County, or any other political subdivision of the State of Florida within the meaning of any constitutional or statutory provisions or limitations.

BUDGETARY IMPACT:

The Authority does not receive funds from the County, and no funds of the County are expended in connection with the Project, the refinancing of the Outstanding Indebtedness or the issuance of the Bonds.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County's Bond Counsel, Bryant Miller Olive P.A., will review the documents on behalf of the County to ensure that the County has no liability or obligation under the Bonds, and the County's Disclosure Counsel, Nabors, Giblin & Nickerson, P.A., will review the documents on behalf of the County to insure federal and state law disclosure requirements are satisfied to assure the County's interests are protected.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Bonds will comply with the Board's requirements for the issuance of conduit bonds, as established in the Conduit Bonds Ordinance.

The Project to be financed with the proceeds of the Bonds and the refinancing of the Outstanding Indebtedness will serve a beneficial public purpose, promote more efficient delivery of health care services and improve the health and welfare of the people of Escambia County and those served by the proposed Project.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution

RESOLUTION NO. R2020 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RELATING TO PRIVATE ACTIVITY BONDS; APPROVING THE ISSUANCE FROM TIME TO TIME OF NOT EXCEEDING $925,000,000 REVENUE BONDS IN ONE OR MORE SERIES, BY THE ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY FOR BORROWERS NAMED HEREIN, APPROVING A PLAN OF FINANCE; APPROVING THE CONDUCTING OF A PUBLIC HEARING FOR PRIVATE ACTIVITY BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Baptist Health Care Corporation ("BHCC"), Baptist Health Care Foundation, Inc. ("BHCF"), Baptist Hospital, Inc. ("BHI"), Baptist Medical Group, LLC ("BMG"), Baptist Urgent Care, LLC ("BUC"), Jay Hospital, Inc. ("JH"), Lakeview Center, Inc. ("LC"), Global Connections to Employment, Inc. ("GCE") and Baptist Brent Lane Properties, LLC ("BBLP" and, together with BHCC, BHCF, BHI, BMG, BUC, JH, LC and GCE, the "Borrowers"), have requested that the Escambia County Health Facilities Authority (the "Authority") implement a plan of finance for financing and refinancing the costs of the Project (as hereinafter defined) located in Escambia County, Florida, and Santa Rosa County, Florida and the refinancing of certain Outstanding Indebtedness (as hereinafter defined); and

WHEREAS, the Authority proposes a plan of finance whereby it would issue, sell and deliver its revenue bonds (the "Bonds") in one or more series in the aggregate principal amount of not exceeding $925,000,000, the proceeds of which will be used, together with certain other moneys, to (i) pay or reimburse the Borrowers for, or refinance any indebtedness incurred to pay, the costs of acquiring, constructing, expanding, renovating, rehabilitating and equipping certain healthcare facilities and all necessary, attendant or related facilities, equipment, site work and utilities thereto, including but not limited to, the construction and equipping of a replacement hospital with approximately 650,000 square feet of patient care space and a medical office building on approximately 54 acres on the New Hospital Campus at the southwest corner of Brent Lane and I-110 in Pensacola, Florida, all as more fully described in the Notice of Public Hearing attached as Appendix A to the Report of Hearing Officer (Exhibit A to this Resolution) (collectively, the "Project") (in an aggregate principal amount not to exceed $855,000,000); (ii) refund or refinance the Escambia County Health Facilities Authority Health Care Facilities Revenue Bond (Baptist Hospital, Inc. Project) Series 2009A (the "Series 2009A Bond") (in an aggregate principal amount not to exceed $8,000,000); (iii) refund or refinance the Escambia County Health Facilities Authority Health Care Facilities Revenue Bonds (Baptist Hospital, Inc. Project), Series 2010A (the "Series 2010A Bonds") (in an aggregate principal amount not to exceed $140,000,000), (iv) refinance certain taxable indebtedness of the Borrowers, the proceeds of which were used to pay or reimburse the Borrowers for, or refinance any indebtedness incurred to pay, the costs of acquiring, constructing, expanding, renovating, rehabilitating and equipping certain healthcare facilities and all necessary, attendant or related facilities, equipment, site work and utilities thereto (in an aggregate principal amount not to exceed $140,000,000) (together with the Series 2009A Bonds and the Series 2010A Bonds, the "Outstanding Indebtedness"); (v) fund a debt service reserve fund for the benefit of the Bonds, if deemed necessary or desirable by BHCC; (vi) fund interest accruing on the Bonds, if

deemed necessary or desirable by BHCC; and (vii) pay certain expenses incurred in connection with the issuance of the Bonds, including the cost of any credit or liquidity enhancement, all as permitted by the Health Facilities Authorities Law, Part III, Chapter 154, Florida Statutes and the Florida Industrial Development Financing Act, Part II, Chapter 159, Florida Statutes (the "Acts"); and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds by an applicable elected representative of the governmental unit on behalf of which such bonds are to be issued, and any plan of finance therefor, following a public hearing, and the Authority has requested that the Board of County Commissioners of Escambia County, Florida (the "Escambia Board") and the Board of County Commissioners of Santa Rosa County, Florida (the "Santa Rosa Board") each approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code; and

WHEREAS, the Authority conducted a public hearing pursuant to Section 147(f) of the Code on December 12, 2019, at 10:30 a.m.; and

WHEREAS, the Escambia Board has received the Authority's report of the public hearing, a copy of which is attached hereto as Exhibit "A," at such hearing reasonable opportunity was afforded to all interested persons to express their views, both orally and in writing, and the Authority diligently and conscientiously considered all comments and concerns expressed by such individuals, if any, on the plan of finance and the issuance of the Bonds; and

WHEREAS, the Escambia Board desires to approve the financing of the proposed Project and the refinancing of the Outstanding Indebtedness for the Borrower and the issuance and sale of the Bonds by the Authority, all pursuant to Section 147(f) of the Code and by resolutions of the Board of County Commissioners of Escambia County, Florida adopted March 6, 1975 and May 29, 1980;

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

SECTION 1. ADOPTION OF FINDINGS.

The above recitals are adopted by the Escambia Board and are true.

SECTION 2. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The Escambia Board expressly approves the public hearing, the Report of Hearing Officer and the form of and the manner of publication of the notice thereof published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the Escambia Board on December 4, 2019, with respect to the Bonds. The certified affidavit establishing proof of proper publication of the notice is accepted into the record and attached hereto as Appendix A to the Report of Hearing Officer, attached hereto as Exhibit "A". Such notice was reasonably designed to inform residents of Escambia County, Florida and Santa Rosa County, Florida, of the proposed issuance of the Bonds.

SECTION 3. PLAN OF FINANCE, APPROVAL OF BONDS, FINANCING OF PROJECT AND REFINANCING OF OUTSTANDING INDEBTEDNESS.

The Escambia Board hereby approves the Bonds, the financing of the Project and the refinancing of the Outstanding Indebtedness as described herein and in the notice of publication, to be included in the Authority's plan of finance for the Borrowers, and further approves the plan of finance for the issuance by the Authority from time to time of not exceeding $925,000,000 of the Bonds, for the purposes herein described.

SECTION 4. NO LIABILITY OF ESCAMBIA COUNTY; COMPLIANCE WITH ORDINANCE 97-43, AS AMENDED.

Nothing herein shall be deemed to create any obligation or liability of Escambia County in any respect whatsoever. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the Escambia Board that any particular action or proposed action is required, authorized or permitted under the laws of the State of Florida or the United States. The Authority and the Borrower shall comply with the applicable provisions of Chapter 46, Article VII, Section 46-309 and Section 46-310, Escambia County Code of Ordinances, as amended.

SECTION 5. REPEALING CLAUSE.

All resolutions or parts thereof of the Escambia Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 6. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 7th day of January, 2020.

[Remainder of Page Intentionally Left Blank]

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, THIS 7TH DAY OF JANUARY, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

(SEAL)

By:_____
Steven Barry, Chairman

ATTEST:

PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

Approved as to form and legality:

By: _____
County Attorney

EXHIBIT "A"

REPORT OF HEARING OFFICER

This instrument shall constitute the official report of the undersigned official of the Escambia County Health Facilities Authority, a public body corporate and politic organized; existing and operating under the powers granted through and by the provisions of Chapter 154, Part III, Florida Statutes, as amended and by resolutions of the Board of County Commissioners of Escambia County, Florida adopted March 6, 1975 and May 29, 1980, with respect to a public hearing scheduled and held by the Authority to consider a plan of finance to include the issuance by the Authority of its revenue bonds, in one or more series (the "Bonds"), in an amount not to exceed $925,000,000 on behalf of Baptist Health Care Corporation ("BHCC"), Baptist Health Care Foundation, Inc. ("BHCF"), Baptist Hospital, Inc. ("BHI"), Baptist Medical Group, LLC ("BMG"), Baptist Urgent Care, LLC ("BUC"), Jay Hospital, Inc. ("JH"), Lakeview Center, Inc. ("LC"), Global Connections to Employment, Inc. ("GCE") and Baptist Brent Lane Properties, LLC ("BBLP" and, together with BHCC, BHCF, BHI, BMG, BUC, JH, LC and GCE, the "Borrowers").

The public hearing was duly advertised in *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction in which the Project is located and to be financed with the Bonds. The proof of publication is attached hereto as Appendix A (the "Notice"). The location of the hearing was less than 100 miles from the location of the Project.

The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance, the financing of the Project and the refinancing of the Outstanding Indebtedness. Information about the proposed Bonds, the location of the Project, and the proposed use of the proceeds was presented. When the information had been presented and all members of the public in attendance desiring to speak had given their input, and any written communications had been received, the undersigned concluded the hearing.

The minutes of the public hearing are attached hereto as Appendix B.

No person presenting views at the public hearing opposed the issuance of the Bonds.

Respectfully submitted,

Eugene Franklin, Chairman

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, Virginia L. Yeagle, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Eugene Franklin, the Chairman of the Escambia County Health Facilities Authority, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized signed and delivered the said instrument as the free and voluntary act of said Authority for the uses and purposes therein set forth and took an oath.

IN WITNESS WHEREOF, under my hand and notarial seal this 13 day of December, 2019.

Virginia L Yeagle
Notary Public

(SEAL)

VIRGINIA L YEAGLE
Commission # GG 196351
Expires March 14, 2022
Bonded Thru Budget Notary Services

Commission # GG196351
Commission Expires: March 14, 2022
Name: Virginia L. Yeagle
Address: 1019 N. 12th Avenue
Pensacola, FL 32501

Personally Known ✓ or
Produced Identification_____
Type of Identification Produced _____

APPENDIX A TO REPORT OF HEARING OFFICER
PROOF OF PUBLICATION

[Follows]

PENSACOLA News Journal pnj.com

BRYANT MILLER OLIVE/LEGALS
201 N FRANKLIN ST STE 2700

TAMPA, FL 33602

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal** , a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

NOTICE OF PUBLIC HEARING

as published in said newspaper in the issue(s) of:

12/04/19

Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 4th of December 2019, by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin, County of Brown

5.15.23

My commission expires

NANCY HEYRMAN
Notary Public
State of Wisconsin

This is not an invoice

Publication Cost: $695.64
Ad No: 0003926072

Customer No: PNJ-22733490

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN that a public hearing will be held by the Escambia County Health Facilities Authority (the "Authority"), through its designated hearing officer, on December 12, 2019, at 10:30 a.m., in the offices of the Authority, located at 1019 N. 12th Avenue, Pensacola, Florida 32501 to provide a reasonable opportunity for interested individuals to express their views both orally and in writing, regarding a plan of finance of the Authority to issue one or more series of its revenue bonds (the "Bonds"), which series may bear interest at tax-exempt and/or taxable rates, in an aggregate principal amount not to exceed $925,000,000. The proceeds of the Bonds will be loaned to one or more of Baptist Health Care Corporation ("BHCC"), Baptist Health Care Foundation, Inc. ("BHCF"), Baptist Hospital, Inc. ("BHI"), Baptist Medical Group, LLC ("BMG"), Baptist Urgent Care, LLC ("BUC"), Jay Hospital, Inc. ("JH"), Lakeview Center, Inc. ("LC"), Global Connections to Employment, Inc. ("GCE") and Baptist Brent Lane Properties, LLC ("BBLP" and, together with BHCC, BHCF, BHI, BMG, BUC, JH, LC and GCE, the "Borrowers"). The proceeds of the Bonds will be used, together with certain other moneys, to (i) pay or reimburse the Borrowers for, or refinance any indebtedness incurred to pay, the costs of acquiring, constructing, expanding, renovating, rehabilitating and equipping certain healthcare facilities and all necessary, attendant or related facilities, equipment, site work and utilities thereto, including but not limited to, the construction and equipping of a replacement hospital with approximately 650,000 square feet of patient care space and a medical office building on approximately 54 acres on the New Hospital Campus at the southwest corner of Brent Lane and I-110 in Pensacola, Florida, all as described below (collectively, the "Project") (not to exceed $855,000,000); (ii) refund or refinance the Escambia County Health Facilities Authority Health Care Facilities Revenue Bond (Baptist Hospital, Inc. Project) Series 2009A (the "Series 2009A Bond") (not to exceed $8,000,000); (iii) refund or refinance the Escambia County Health Facilities Authority *Health Care Facilities Revenue Bonds (Baptist Hospital, Inc. Project), Series* 2010A (the "Series 2010A Bonds") (not to exceed $140,000,000), (iv) refinance certain taxable indebtedness of the Borrowers, the proceeds of which were used to pay or reimburse the Borrowers for, or refinance any indebtedness incurred to pay, the costs of acquiring, constructing, expanding, renovating, rehabilitating and equipping certain healthcare facilities and all necessary, attendant or related facilities, equipment, site work and utilities thereto (not to exceed $140,000,000); (v) fund a debt service reserve fund for the benefit of the Bonds, if deemed necessary or desirable by BHCC;(vi) fund interest accruing on the Bonds, if deemed necessary or desirable by BHCC; and (vii) pay certain expenses incurred in connection with the issuance of the Bonds, including the cost of any credit or liquidity enhancement, all as permitted by the Health Facilities Authorities Law, Part III, Chapter 154, Florida Statutes and the Florida Industrial Development Financing Act, Part II, Chapter 159, Florida Statutes (the "Acts").

The proceeds of the Series 2009A Bond were used, together with certain other moneys, to (i) refund a portion of the Santa Rosa County, Florida Health Facilities Revenue Bonds (Baptist Hospital, Inc.), Series 2003 (the "Series 2003 Bonds"); (ii) refund the Escambia County Health Facilities Authority Health Facilities Revenue Bonds (Baptist Hospital Project) Series 2008; and (iii) pay certain expenses incurred in connection with the issuance of the Series 2009A Bond.
The proceeds of the Series 2010A Bonds were used, together with certain other moneys, to (i) refund the Series 2003 Bonds; (ii) refund the Escambia County Health Facilities Authority Health Facilities Revenue Bonds (Baptist Hospital, Inc. and The Baptist Manor, Inc.) Series 1998; (iii) finance the acquisition, construction, equipping and improvement of the certain facilities of BHI; (iv) fund a reserve fund for the Series 2010A Bonds, (v) pay a portion of the interest on the Series 2010A Bonds; and (vi) pay certain expenses incurred in connection with the issuance of the Series 2010A Bonds.

All of the *improvements financed or refinanced by the Bonds are or will* be owned, leased, managed, operated or used by one or more of the Borrowers at the facilities listed below. A general functional description of each facility, the location of each such facility and the estimated maximum aggregate principal amount of Bonds to be issued to finance the Project with respect to each such facility are listed below:

1. Replacement Baptist Hospital, a to be constructed inpatient hospital, and to be constructed medical office building and land at the following addresses: 235 Brent Lane, 245 Brent Lane, 281 Brent Lane, 301 Brent Lane, 5200 Blk Honeysuckle Lane, 5205 Honeysuckle Lane, 5600 Dixie Drive, 5623 Dixie Drive, 5625 Dixie Drive, 5650 Dixie Drive, Suite A, 5650 Dixie Drive, Suite B, 455 Joe Elliott Way, 5601 Joe Elliott Way, 5616 Joe Elliott Way, 305 Corday Street, 400 Block of Corday Street, 435 Corday Street, 445 Corday Street, 450 Corday Street, 455 Corday Street, 390 Selina Street, 300 Block of Selina Street, 4900 Block of Chaney Street and 4920 Chaney Street in Pensacola, Florida (collectively, the "New Hospital Campus"). Not to exceed $700,000,000 on Project.

2. Baptist Hospital, a 492-bed hospital located at 1000 West Moreno Street Pensacola, Florida with additional outpatient, diagnostic and therapeutic services and medical offices at 1717 E Street in Pensacola, Florida. Not to exceed $50,000,000 on Project.

3. Gulf Breeze Hospital, a 77-bed hospital located at 1110 Gulf Breeze Parkway Gulf Breeze, Florida. Not to exceed $50,000,000 on Project.

4. Jay Hospital, a 49-bed hospital located at 14114 South Alabama Street Jay, Florida. Not to exceed $5,000,000 on Project.

5. Baptist Nine Mile Medical Park, an office park that includes an urgent care clinic, a surgery center and physician offices located at 9400 University Parkway Pensacola, Florida. Not to exceed $25,000,000 on Project.

6. Baptist Airport Medical Park, an office park that includes an urgent care clinic, diagnostic imaging and physician offices located at 5100 North 12th Avenue Pensacola, Florida. Not to exceed $5,000,000 on Project.

7. Baptist Pace Medical Park, a facility that offers specialty care, diagnostic imaging and gastroenterology services located at 3874 Highway 90, Pace, Florida. Not to exceed $5,000,000 on Project.

8. Baptist Navarre Medical Park, a facility that offers urgent care, primary care, diagnostic imaging and rehabilitation services located at 8888 Navarre Parkway and 8880 Navarre Parkway, Navarre, Florida. Not to exceed $10,000,000 on Project.

9. Andrews Institute Medical Park, an office park which includes outpatient, diagnostic and therapeutic services and medical offices at 1020 Gulf Breeze

Parkway and 1040 Gulf Breeze Parkway in Gulf Breeze, Florida. Not to exceed $5,000,000 on Project.

10. Lakeview Center, a facility that offers behavioral health, vocational and child protective services located at 1221 West Lakeview Avenue Pensacola, Florida. Not to exceed $10,000,000 on Project.

The public hearing is required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and is being held for the benefit of both the Board of County Commissioners of Escambia County, Florida and the Board of County Commissioners of Santa Rosa County, Florida (the "Boards"). Written comments may be submitted to the Authority, to the attention of the Administrator, at P.O. Box 2667, Pensacola, FL 32513-2667 (mailing address) or by delivery to 1019 N. 12th Avenue, Pensacola, FL 32501 for receipt on or before December 11, 2019 at 5:00 p.m. Subsequent to the public hearing, the Authority and the Borrowers will seek the approval of the Boards of the issuance of the Bonds for purposes of Section 147(f) of the Code. Comments made at the hearing are for the consideration of the Boards and will not bind the Authority or the Boards as to any action they may take.

Pursuant to Section 286.0105 of the Florida Statutes, as amended, the Authority hereby advises that if a person decides to appeal any decision made by the Authority with respect to any matter considered at such hearing and meeting, such person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

In accordance with the Americans with Disabilities Act ("ADA"), if any person with a disability as defined by the ADA needs special accommodations to participate in the public hearing, then not later than two (2) business days prior to the public hearing he or she should contact the Authority Administrator Virginia Yeagle at 850-432-7555.

NOTICE DATE: December 4, 2019

Escambia County
Health Facilities Authority
Legal No. 0003926072 1T 12/04/2019

APPENDIX B TO REPORT OF HEARING OFFICER
MINUTES OF PUBLIC HEARING

[Follows]

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
TEFRA HEARING MINUTES
December 12, 2019
10:30 a.m.

To be approved

Item #1: Call to Order:

Authority Chairman Eugene Franklin, as designated Hearing Officer, opened the hearing at 10:30 a.m. He announced that the purpose of the hearing was to take public comment for or against the issuance of not exceeding $925,000,000 in Health Care Facilities Revenue Bonds to be issued from time to time in one or more series, either taxable or tax-exempt, or both (the "Bonds"), the proceeds of which will be loaned to one or more members of the Baptist Health Care system to finance certain projects and purposes which were to be described in the course of the hearing.

Mr. Franklin advised the public hearing was required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and was being held for the benefit of the Boards of County Commissioners of Escambia and Santa Rosa Counties who will subsequently be asked to approve the issuance of these Bonds by the Authority for the purposes of the Code.

Other representatives of the Authority present at the hearing were Virginia Yeagle, Authority Administrator, and Paula Drummond, Special Counsel to the Authority. The representatives from the Baptist Health Care system were attorney William Mitchem of the law firm of Beggs & Lane, counsel for Baptist Health Care Corporation, and attorney Liz Callahan, Senior Vice President and General Counsel of Baptist Health Care Corporation. Mr. Franklin indicated that Mr. Mitchem would present questions about the bond issue and Ms. Callahan would answer those questions.

Also present was Ms. Terry Hoffman, a Pensacola Court Reporter, who recorded the proceedings on behalf of the Authority. A transcript was made of the proceedings.

Two members of the public were in attendance.

Item # 2: Proof of Publication of Notice of the Hearing:

Chairman Franklin asked Ms. Yeagle to provide proof of publication of the Notice of Public Hearing. Ms. Yeagle presented for the record the proof of publication document which affirmed the Notice of Public Hearing was published in the Pensacola News Journal on December 4, 2019.

Item # 3: Presentation of Information about the proposed bond financing:

Chairman Franklin opened the presentation of information concerning the issuance of the Bonds. The following questions were asked by Mr. Mitchem and answers were provided by Ms. Liz Callahan:

Question 1. How will the bond proceeds be used under the plan of finance?

Answer 1. The proceeds of the Bonds may be used, together with certain other moneys, to:

(i) pay or reimburse one or more of Baptist Health Care Corporation ("BHCC"), Baptist Health Care Foundation, Inc. ("BHCF"), Baptist Hospital, Inc. ("BHI"), Baptist Medical Group, LLC ("BMG"), Baptist Urgent Care, LLC ("BUC"), Jay Hospital, Inc. ("JH"), Lakeview Center, Inc. ("LC"), Global Connections to Employment, Inc. ("GCE") and Baptist Brent Lane Properties, LLC ("BBLP" and, together with BHCC, BHCF, BHI, BMG, BUC, JH, LC and GCE, the "Borrowers") for, or refinance any indebtedness incurred to pay, the costs of acquiring, constructing, expanding, renovating, rehabilitating and equipping certain healthcare facilities and all necessary, attendant or related facilities, equipment, site work and utilities thereto, located in Escambia and/or Santa Rosa Counties, Florida, including but not limited to, the construction and equipping of a replacement hospital with approximately 650,000 square feet of patient care space and a medical office building on approximately 54 acres on the New Hospital Campus at the southwest corner of Brent Lane and I-110 in Pensacola, Florida, all as will be more fully described herein, (collectively, the "Project") (not to exceed $855,000,000);

(ii) refund or refinance the Escambia County Health Facilities Authority Health Care Facilities Revenue Bond (Baptist Hospital, Inc. Project) Series 2009A (not to exceed $8,000,000);

(iii) refund or refinance the Escambia County Health Facilities Authority Health Care Facilities Revenue Bonds (Baptist Hospital, Inc. Project), Series 2010A (not to exceed $140,000,000),

(iv) refinance certain taxable indebtedness of the Borrowers, the proceeds of which were used to pay or reimburse the Borrowers for, or refinance any indebtedness incurred to pay, the costs of acquiring, constructing, expanding, renovating, rehabilitating and equipping certain healthcare facilities and all necessary, attendant or related facilities, equipment, site work and utilities thereto, in Escambia and/or Santa Rosa Counties, Florida (not to exceed $140,000,000);

(v) fund a debt service reserve fund for the benefit of the Bonds, if deemed necessary or desirable by BHCC;

(vi) fund interest accruing on the Bonds, if deemed necessary or desirable by BHCC; and

(vii) pay certain expenses incurred in connection with the issuance of the Bonds, including the cost of any credit or liquidity enhancement.

Question 2: What is a general functional description of each facility, the location of each such facility and the estimated maximum aggregate principal amount of Bonds to be issued to finance the Project?

Answer 2: (i) Replacement Baptist Hospital, a to be constructed inpatient hospital, and to be constructed medical office building and land at the following addresses: 235 Brent Lane, 245 Brent Lane, 281 Brent Lane, 301 Brent Lane, 5200 Blk Honeysuckle Lane, 5205 Honeysuckle Lane, 5600 Dixie Drive, 5623 Dixie Drive, 5625 Dixie Drive, 5650 Dixie Drive, Suite A, 5650 Dixie Drive, Suite B, 455 Joe Elliott Way, 5601 Joe Elliott Way, 5616 Joe Elliott Way, 305 Corday Street, 400 Block of Corday Street, 435 Corday Street, 445 Corday Street, 450 Corday Street, 455 Corday Street, 390 Selina Street, 300 Block of Selina Street, 4900 Block of Chaney Street and 4920 Chaney Street in Pensacola, Escambia County, Florida (collectively, the "New Hospital Campus"). Not to exceed $700,000,000 on Project.

(ii) Baptist Hospital, a 492-bed hospital located at 1000 West Moreno Street Pensacola, Florida with additional outpatient, diagnostic and therapeutic services and medical offices at 1717 E Street in Pensacola, Escambia County, Florida. Not to exceed $50,000,000 on Project.

(iii) Gulf Breeze Hospital, a 77-bed hospital located at 1110 Gulf Breeze Parkway Gulf Breeze, Santa Rosa County, Florida. Not to exceed $50,000,000 on Project.

(iv) Jay Hospital, a 49-bed hospital located at 14114 South Alabama Street Jay, Santa Rosa County, Florida. Not to exceed $5,000,000 on Project.

(v) Baptist Nine Mile Medical Park, an office park that includes an urgent care clinic, a surgery center and physician offices located at 9400 University Parkway Pensacola, Escambia County, Florida. Not to exceed $25,000,000 on Project.

(vi) Baptist Airport Medical Park, an office park that includes an urgent care clinic, diagnostic imaging and physician offices located at 5100 North 12th Avenue Pensacola, Escambia County, Florida. Not to exceed $5,000,000 on Project.

(vii) Baptist Pace Medical Park, a facility that offers specialty care, diagnostic imaging and gastroenterology services located at 3874 Highway 90, Pace, Santa Rosa County, Florida. Not to exceed $5,000,000 on Project.

(viii) Baptist Navarre Medical Park, a facility that offers urgent care, primary care, diagnostic imaging and rehabilitation services located at 8888 Navarre Parkway and 8880 Navarre Parkway, Navarre, Santa Rosa County, Florida. Not to exceed $10,000,000 on Project.

(ix) Andrews Institute Medical Park, an office park which includes outpatient, diagnostic and therapeutic services and medical offices at 1020 Gulf Breeze Parkway and 1040 Gulf Breeze Parkway in Gulf Breeze, Santa Rosa County, Florida. Not to exceed $5,000,000 on Project.

(x) Lakeview Center, a facility that offers behavioral health, vocational and child protective services located at 1221 West Lakeview Avenue Pensacola, Escambia County, Florida. Not to exceed $10,000,000 on Project.

Question 3: What is the public purpose for the Bond issue?

Answer 3: Financing of the Project will promote the economic development, health and welfare of the citizens of Escambia County, Florida and Santa Rosa County, Florida (collectively, the "Counties"), will provide the residents of the Counties with jobs, will promote the health of their citizens and the general economic welfare of the Counties, and will thereby serve the public purposes of the Health Facilities Authorities Law, Part III, Chapter 154, Florida Statutes and the Florida Industrial Development Financing Act, Part II, Chapter 159, Florida Statutes.

Question 4: Who will be the financial obligor on the bonds?

Answer 4: The Borrowers, as members of an Obligated Group under the provisions of a Master Trust Indenture. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the credit or taxing power of the Counties, the State of Florida or any political subdivision or agency thereof but shall be limited obligations of the Authority payable solely from the revenues pledged therefor

pursuant to one or more loan agreements or other financing agreements entered into by and between the Authority and the Borrowers prior to or contemporaneously with the issuance of the Bonds. The obligations of the Borrowers will further be secured by a mortgage of certain real property of Baptist Brent Lane Properties, LLC. The Authority has no taxing power.

Question 5: What is the maximum principal amount of Bonds that will be issued?

Answer 5: The maximum amount of Bonds to be issued will not exceed $925,000,000.

Item #4: Public comment:

Chairman Franklin asked if there were any persons who wish to speak for or against the projects or the Bonds. There was one member of the public, Dr. William Spain, who asked to make a statement. Chairman Franklin invited Dr. Spain to speak. Dr. Spain presented very complimentary remarks about the high quality of health care and service to the community provided by Baptist Hospital and indicated that he was in favor of the issuance of bonds to finance the Project.

Chairman Franklin asked Ms. Yeagle if any written communications from the public were received. Ms. Yeagle advised that no written communications had been received as of the date and time of the hearing.

Item #5: Adjournment:

After Dr. Spain finished his statement, and there being no other persons wishing to speak, Chairman Franklin closed the hearing at 10:45 a.m.

* * * *

Minutes will be submitted to the Escambia County Health Facilities Authority for approval at the next scheduled meeting at which they can be taken up.

Certification:

It is hereby certified that the foregoing Minutes accurately describe the conduct of the proceedings during the public hearing held in the offices of the Escambia County Health Facilities Authority on December 12, 2019.

Virginia L. Yeagle
Authority Administrator
Date: December 13, 2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17253 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/07/2020
Issue: Request for Disposition of Property
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Disposition of Property for the Building Services Department - Tim Tolbert, Building Official/Department Director

That the Board approve the two Requests for Disposition of Property Forms for the Building Services Department, for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been deemed to be of no further usefulness to the County and have already been replaced.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property Forms have been checked, declared to be of no further use to the County, and are suitable to be auctioned or properly disposed. The items were offered to other Departments within the County but declined.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, all property will be auctioned or disposed of according to the Disposition of County Property Policy.

Attachments

Request for Disposition of Property Forms

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Building Services COST CENTER NO: 250111

Jennifer A. Hampton DATE: 12/5/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): J. Hampton Phone No: 850-595-4560

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53036	F-150 Truck	2FTRF17244CA82851	Ford	2004	POOR
Y	54204	F-150 Truck	1FTRF12236NA11760	Ford	2006	POOR
Y	54926	Impala	2G1WB55K669380223	Chevrolet	2006	POOR
Y	54927	Impala	2G1WB55KX69380256	Chevrolet	2006	POOR
Y	54055	F-150 Truck	1FTRF12215NB70615	Ford	2005	POOR
Y	54080	F-150 Truck	1FTRF12285NB70627	Ford	2005	POOR

Disposal Comments: Replaced by 2017 Chevrolet Equinoxes and 2019 Nissan Frontiers.

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature:

TO: County Administration Date: 12/5/2019

FROM: Escambia County Department Director (Signature):

Director (Print Name): Tim Tolbert, Building Official, Department Director

RECOMMENDATION: Date:

TO: Board of County Commissioners

FROM: County Administration

Larry M. Newsom

Acting County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:

Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 07.11.12

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Building Services COST CENTER NO: 250111

Jennifer A. Hampton DATE: 12/5/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): J. Hampton Phone No: 850-595-4560

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54085	F-150 Truck	1FTRF12255NB70620	Ford	2005	POOR
Y	54088	F-150 Truck	1FTRF122X5NB70628	Ford	2005	POOR
Y	55126	Silverado Truck	1GCEC14X47Z128337	Chevrolet	2007	POOR

Disposal Comments: Replaced by 2017 Chevrolet Equinoxes and 2019 Nissan Frontiers.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 12/5/2019

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Tim Tolbert, Building Official, Department Director

RECOMMENDATION: Date: _____

TO: Board of County Commissioners

FROM: County Administration

_____

Larry M. Newsom

Acting County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____

Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 07.11.12

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17246 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/07/2020
Issue: DISPOSAL OF PROPERTY
From: Wes Moreno, Director, Public Works
Organization: Public Works
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Roads and Bridges Department - Wes Moreno, Public Works Department Director

That the Board approve one Request of Disposition of Property. The request form has been signed by all applicable authorities.

BACKGROUND:
The Request Form has been signed by all applicable authorities.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
This Recommendation is in compliance with the Board's Policy Section II, Part B. 1, Procedures for Dispostion of Property.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

DISPOSAL OF PROPERTY

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ROAD DEPARTMENT COST CENTER NO: 210402

Maribelle Van Brussel DATE: 11/26/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	B901638	MOBILE HOME (OLD FUEL TRAULER)	N/A	N/A		POOR
						POOR
						POOR

Disposal Comments: THIS TRAILER WAS DONATED TO THE COUNTY IN 2001. IT IS NOT SAFE, INFESTED WITH MOLD AND HAS BEEN EXPOSED TO THE OUTSIDE FOR YEARS. NEEDS TO BE DEMOLISHED.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 11/26/2019

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): JAMES HIGDON

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

SELECTION CRITERIA: assets.tagno='B901638'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION			DEPRECIATION INFORMATION	
B901638	FUEL DISTRIBUTION OFFICE		FUNDING 175	CAPITAL ASSET Y		EST LIFE 7	DEP LIFE
-000	MFR	CLS B	VENDOR KINGS MOBILE HOME			DEP N POST DP N	DEP METH
	MODEL	CAT 162	PO 211786	UNITS 1		SALVAGE VALU	.00
	S/N	LOC 501B	CHECK 207784	UN CST 3425.00		ACCUM DEP	3425.00
	INVENTORY DATE	FUND TYPE G	ACQUIRE 09/30/01	COST 3425.00		REM BOOK BASIS	.00
	CONDITION STATUS ACTIVE	DPT 210407	INS CO			DEP BASIS	3425.00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00		LAST POSTING DATE	09/30/08
	DESCRIPTION MOVE/SETUP DONATED TRAILE	TITLE #				SALE AMOUNT	.00
	EQUIPMENT CODE	TRANSPARENT $				RETIRED DATE	
	FUNDG COST CTR 260201						

DISTRIBUTION INFORMATION					
FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
51000	GENERAL GOVERNMENT SERVICES	51300	FINANCE & ADMINISTRATIVE	140833	55901	1.00

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION			DEPRECIATION INFORMATION	
B901638	PUBLIC WORKS/FUEL DISTRIBUTION		FUNDING 001	CAPITAL ASSET Y		EST LIFE	DEP LIFE
-001	MFR	CLS B	VENDOR KING MOBILE HOME/BASKERVILLE			DEP N POST DP N	DEP METH
	MODEL	CAT 162	PO	UNITS 1		SALVAGE VALU	.00
	S/N	LOC 501B	CHECK 218340	UN CST 7160.00		ACCUM DEP	7160.00
	INVENTORY DATE	FUND TYPE G	ACQUIRE 01/08/02	COST 7160.00		REM BOOK BASIS	.00
	CONDITION STATUS ACTIVE	DPT 210407	INS CO			DEP BASIS	7160.00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00		LAST POSTING DATE	09/30/09
	DESCRIPTION TIE DOWN/PLUMBING/ELEC	TITLE #				SALE AMOUNT	.00
	EQUIPMENT CODE	TRANSPARENT $				RETIRED DATE	
	FUNDG COST CTR 360512						

DISTRIBUTION INFORMATION					
FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
51000	GENERAL GOVERNMENT SERVICES	51300	FINANCE & ADMINISTRATIVE	140833	55901	1.00

SORT GROUP TOTAL 2 RECORDS	
COST	10,585.00
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	10,585.00
SALE AMOUNT	.00

REPORT TOTAL 2 RECORDS SELECTED	
COST	10,585.00
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	10,585.00
SALE AMOUNT	.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17266 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/07/2020
Issue: Florida Medicaid Provider Renewal Enrollment Application-Non-Emergency Transport
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Medicaid Non-Institutional Medicaid Provider Agreement for Escambia County Emergency Medical Services - John Dosh, Interim Public Safety Department Director

That the Board take the following action concerning the Florida Medicaid Non-Institutional Medicaid Provider Renewal Enrollment Application:

A. Approve and authorize James Maddrey, EMS Manager, and Tamika Williams, Public Safety Business Operations Manager, to sign the Non-Institutional Medicaid Provider Agreement, as authorized official, for revalidation of Escambia County Board of County Commissioners, D/B/A Escambia County EMS (Emergency Medical Services) to continue to participate as a Florida Medicaid Provider, with the provision that any litigation concerning any part of the Agreement shall be conducted in the Circuit Court of Leon County, Florida;

B. Approve and authorize James Maddrey, EMS Manager, and Tamika Williams, Public Safety Business Operations Manager, to complete the online Application as being the Delegated Official and Contact Person which will allow them to speak with Medicaid on behalf of Escambia County BCC regarding the account; and

C. Authorize the submittal of the additional supporting documentation as requested by the Medicaid Provider Renewal Enrollment.

BACKGROUND:

Escambia County EMS (ECEMS) has been a non-emergency transport provider since November 1, 1982. ECEMS requires all enrolled providers to revalidate enrollment, at least, every five years. Revalidation requires the provider to complete the Application as if it is a new, non-enrolled provider. Non response to the request for revalidation will result in withholding of Medicaid payments for services provided by Escambia County EMS and, subsequently, the deactivation of its Medicaid billing privileges for non-emergency transport services.

It is required that the Provider Agreement be returned to Florida Medicaid no later than January 12, 2020.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Application has been approved as to form and legal sufficiency by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Agreements.

IMPLEMENTATION/COORDINATION:

Tamika Williams, Public Safety Business Operations Manager, will be responsible to ensure that the fully executed Application is submitted within the established timeframe.

Attachments

Non-Institutional Medicaid Provider Agreement

NON-INSTITUTIONAL
MEDICAID PROVIDER AGREEMENT

The Provider agrees to participate in the Florida Medicaid program under the following terms and conditions:

(1) Discrimination. The parties agree that the Agency for Health Care Administration (agency) may make payments for medical assistance and related services rendered to Medicaid recipients only to an individual or entity who has a provider agreement in effect with the agency, who is performing services or supplying goods in accordance with federal, state, and local law, and who agrees that no person shall, on the grounds of sex, handicap, race, color, or national origin, other insurance, or for any other reason, be subjected to discrimination under any program or activity for which the provider receives payment from the agency.

(2) Quality of Service. The provider agrees that services or goods billed to the Medicaid program must be medically necessary, of a quality comparable to those furnished by the provider's peers, and within the parameters permitted by the provider's license or certification. The provider further agrees to bill only for the services performed within the specialty or specialties designated in the provider application on file with the agency. The services or goods must have been actually provided to eligible Medicaid recipients by the provider prior to submitting the claim.

(3) Compliance. The provider agrees to comply fully with all state and federal laws, rules, regulations, and statements of policy applicable to the Medicaid program, including the Medicaid Provider Handbooks issued by the agency, as well as all federal, state, and local laws pertaining to licensure, if required, and the practice of any of the healing arts.

(4) Term and signatures. The parties agree that this is a voluntary agreement between the agency and the provider, in which the provider agrees to furnish services or goods to Medicaid recipients. Provided that all requirements for enrollment have been met, this agreement shall remain in effect for five (5) years from the effective date of the provider's eligibility for initial enrollment unless otherwise terminated. With respect to reenrolling providers, the agreement shall remain in effect for five (5) years from either the date the most recent agreement expires or the date the provider signs the renewal agreement, which ever date is earlier, unless otherwise terminated. This agreement shall be renewable only by mutual consent. The provider understands and agrees that no agency signature is required to make this agreement valid and enforceable.

(5) Provider Responsibilities. The Medicaid provider shall:

(a) Possess at the time of signing of the provider agreement, and maintain in good standing throughout the period of the agreement's effectiveness, a valid professional, occupational, facility or other license pertinent to the services or goods being provided, as required by the state or locality in which the provider is located, and the Federal Government, if applicable.

(b) Maintain in a systematic and orderly manner all medical and Medicaid-related records the agency requires and determines are relevant to the services or goods being provided.

(c) Retain all medical and Medicaid-related records for a period of five (5) years to satisfy all necessary inquiries by the agency.

(d) Safeguard the use and disclosure of information pertaining to current or former Medicaid recipients and comply with all state and federal laws pertaining to confidentiality of patient information.

(e) Send, at the provider's expense, all Medicaid-related information, which may be in the form of records, logs, documents, or computer files, and other information pertaining to services or goods billed to the Medicaid program, including access to all patient records and other provider information if the provider cannot easily separate records for Medicaid patients from other records to the Attorney General, the Federal Government, and the authorized agents of each of these entities.

(f) Bill other insurers and third parties, including the Medicare program, before billing the Medicaid program, if the recipient is eligible for payment for health care or related services from another insurer or person and comply with all other state and federal requirements in this regard.

(g) Report and refund any moneys received in error or in excess of the amount to which the provider is entitled from the Medicaid program within 90 days of receipt.

(h) Be liable for and indemnify, defend, and hold the agency harmless from all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligence or omissions of the provider in the course of providing services to a recipient or a person believed to be a recipient to the extent allowed by in and accordance with section 768.28, F.S. (2001), and any successor legislation.

(i) Provide proof of liability insurance at the option of the agency and maintain such insurance in effect for any period during which services of goods are furnished to Medicaid recipients.

(j) Accept Medicaid payment as payment in full, and not bill or collect from the recipient or the recipient's responsible party any additional amount except, and only to the extent the agency permits or requires, co-payments, coinsurance, or deductibles to be paid by the recipient for the services or goods provided. This includes situations in which the provider's Medicare coinsurance claims are denied in accordance with Medicaid policy.

(k) Comply with all of the requirements of Section 6032 (Employee Education About False Claims Recovery) of the Deficit Reduction Act of 2005, if the provider receives or earns five million dollars or greater annually under the State plan.

(l) Submit, within 35 days of the date on a request by the Secretary or the Medicaid agency, full and complete information about the ownership of any subcontractor with whom the provider has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.

(m) Employ only individuals who may legally work in the United States, either U.S. citizens or foreign citizens who are authorized to work in the U.S, in compliance with the Immigration Reform and Control Act of 1986 which prohibits employers from knowingly hiring illegal workers.

(n) Utilize the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system to verify the employment eligibility of all persons employed by the provider during the term of this Contract to perform employment duties within Florida and all persons (including subcontractors) assigned by the provider to perform work pursuant to this Contract. The provider shall include this provision in all subcontracts it enters into for the performance of work under this Contract.

(o) Attest that all statements and information furnished by the prospective provider before signing the provider agreement shall be true and complete. The filing of a materially incomplete, misleading or false application will make the application and agreement voidable at the option of the agency and is sufficient cause for immediate termination of the provider from the Medicaid program and/or revocation of the provider number.

(p) Agree to notify the agency of any changes to the information furnished on the Florida Medicaid Provider Enrollment Application, including but not limited to changes of address, tax identification number, group affiliation, or depository bank account. The provider shall report a change in any principal of the provider, including any officer, director, agent, managing employee, or affiliated person, or any partner or shareholder who has an ownership interest equal to five (5) percent or more in the provider to the agency in writing within thirty (30) days after the change occurs. For a hospital licensed under chapter 395, F.S., or a nursing home licensed under part II of chapter 400, F.S., a principal of the provider is one who meets the definition of a controlling interest under s. 408.803, F.S.

(q) Agree to notify the agency within 5 business days after suspension or disenrollment from Medicare. Failure to notify may result in sanctions imposed pursuant s. 409.908 (24) and the provider may be required to return funds paid to the provider during the period of time that the provider was suspended or disenrolled as a Medicare provider.

(r) Search the List of Excluded Individuals/Entities (LEIE), located at http://www.oig.hhs.gov/fraud/exclusions.asp, and the Agency's final order database, located at http://apps.ahca.myflorida.com/dm_web, monthly to determine whether any employee or contractor has been excluded. Providers will notify the Agency immediately any exclusion information discovered. Civil monetary penalties may be imposed against Medicaid providers and managed care entities who employ or enter into contracts with excluded individuals or entities to provide items or services to Medicaid recipients.

(6) Agency Responsibilities. The agency shall:

(a) Make timely payment at the established rate for services or goods furnished to a recipient by the provider upon receipt of a properly completed claim.
(b) Not seek repayment from the provider in any instance in which the Medicaid overpayment is attributable to error of the agency in the determination of eligibility of a recipient.

(7) Change of Ownership. A Medicaid provider agreement may be revoked, at the option of the agency, as the result of a change of ownership of any facility, association, partnership, or other entity named as the provider in the provider agreement.

(a) If the provider sells or transfers a business interest or practice that substantially constitutes the entity named as the provider in the provider agreement, or sells or transfers a facility that is of substantial importance to the entity named as the provider in the provider agreement, the provider is required to maintain and make available to the agency Medicaid-related records that relate to the sale or transfer of the business interest, practice, or facility in the same manner as though the sale or transaction had not taken place, unless the provider enters into an agreement with the purchaser of the business interest, practice, or facility to fulfill this requirement.

(b) If there is a change of ownership, the transferor remains liable for all outstanding overpayments, administrative fines, and any other moneys owed to the agency before the effective date of the change. The transferee is also liable to the agency for all outstanding overpayments identified by the agency on or before the effective date of the change of ownership. In the event of a change of ownership for a skilled nursing facility or intermediate care facility, the Medicaid provider agreement shall be assigned to the transferee if the transferee meets all other Medicaid provider qualifications. In the event of a change of ownership involving a skilled nursing facility licensed under part II of chapter 400, liability for all outstanding overpayments, administrative fines, and any moneys owed to the agency before the effective date of the change of ownership shall be determined in accordance with s. 400.179, F.S.

(c) At least 60 days before the anticipated date of the change of ownership, the transferor shall notify the agency of the intended change of ownership and the transferee shall submit to the agency a Medicaid provider enrollment application. If a change of ownership occurs without compliance with the notice requirements of this subsection, the transferor and transferee shall be jointly and severally liable for all overpayments, administrative fines, and other moneys due to the agency, regardless of whether the agency identified the overpayments, administrative fines, or other moneys before or after the effective date of the change of ownership. The agency may not approve a transferee's Medicaid provider enrollment application if the transferee or transferor has not paid or agreed in writing to a payment plan for all outstanding overpayments, administrative fines, and other moneys due to the agency. This subsection does not preclude the agency from seeking any other legal or equitable remedies available to the agency for the recovery of moneys owed to the Medicaid program. In the event of a change of ownership involving a skilled nursing facility licensed under part II of chapter 400, liability for all outstanding overpayments, administrative fines, and any moneys owed to the agency before the effective date of the change of ownership shall be determined in accordance with s. 400.179 if the Medicaid provider enrollment application for change of ownership is submitted before the change of ownership.

(d) As used in this subsection, the term:

(1.) "Administrative fines" includes any amount identified in a notice of a monetary penalty or fine which has been issued by the agency or other regulatory or licensing agency that governs the provider.

(2.) "Outstanding overpayment" includes any amount identified in a preliminary audit report issued to the transferor by the agency on or before the effective date of a change of ownership.

(8) Termination for Convenience. This agreement may be terminated without cause upon thirty (30) days written notice by either party.

(9) Interpretation. When interpreting this agreement, it shall be neither construed against either party nor considered which party prepared the agreement.

(10) Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Florida. Both parties concur that this agreement is a legal and binding document and is fully enforceable in a court of competent jurisdiction. Any legal action involving this agreement will be brought in the appropriate court in Leon County, Florida, and the parties submit to exclusive venue and personal jurisdiction in that court.

(11) Amendment. This agreement, application and supporting documents constitute the full and entire agreement and understanding between the parties with respect to their relationship. No amendment is effective unless it is in writing and signed by each party.

(12) Severability. If one or more of the provisions contained in this agreement or application shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

(13) Agreement Retention. The parties agree that the agency may only retain the signature page of this agreement, and that a copy of this standard provider agreement will be maintained by the Director of Medicaid, or his designee, and may be reproduced as a duplicate original for any legal purpose and may also be entered into evidence as a business record.

(14) Funding. This contract is contingent upon the availability of funds.

(15) Assignability. The parties agree that neither may assign their rights under this agreement without the express written consent of the other.

The provider, or each principal of the provider if the provider is a corporation, partnership, association, or other entity, is required to sign this agreement. For this purpose, principals includes partners or shareholders of five (5) percent or more, officers, directors, managers, financial records custodian, medical records custodian, subcontractors, and individuals holding signing privileges on the depository account, and other affiliated person. A chief executive officer (CEO) or president may sign this agreement in lieu of all principals. Failure to sign the agreement will make the agreement and provider number voidable by the agency.

The signatories hereto represent and warrant that they have read the agreement, understand it, and are authorized to execute it on behalf of their respective principals or co-owners. This agreement becomes null and void upon transfer of assets; change of ownership; or upon discovery by the agency of the submission of a materially incomplete, misleading or false provider application unless subsequently ratified or approved by the agency.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be duly executed under the penalties of perjury, and now affirms that the foregoing is true and correct.

(legibly print name of signatory)	Title	Signature	Date
(legibly print name of signatory)	Title	Signature	Date

(ATTACH ADDITIONAL SIGNATURE PAGES IF NECESSARY)

Please complete the following information:

Provider's Name:	**BD. OF CTY. COMMISSIONER**
DBA Name:	**ESC. CO. EMERGENCY SVC.**
Tax Identification Number:	**596000598**
National Provider Identifier:	**1518960426**
Florida Medicaid Identification Number:	**083966300**

(For new applicants, the Medicaid ID will be entered by the fiscal agent upon approval of the application.)

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 12-12-2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17284 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/07/2020
Issue: Community Redevelopment Agency Meeting Minutes, December 5, 2019
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, December 5, 2019 - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the December 5, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On December 5, 2019, the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this Recommendation.

PERSONNEL:

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this recommendation.

Attachments

CRAMinutes_December52019

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
December 5, 2019
9:00 a.m.

BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present: Lumon May, Commissioner, District 3
Jeff Bergosh, Commissioner, District 1
Doug Underhill, Commissioner, District 2
Robert Bender, Commissioner, District 4 - Vice Chair
Steven Barry, Commissioner, District 5 - Chairman

Staff Present: Alison Rogers, County Attorney
Janice P. Gilley, County Administrator
Clara Long, Interim Department Director
Melanie Johnson, Administrative Assistant

Call to Order. @ 9:18 by Chairman Steven Barry

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

Motion made by Commissioner, District 1 Jeff Bergosh, Seconded by Commissioner, District 4 - Vice Chair Robert Bender with Commissioner May out of the Chambers

Vote: 4 - 0

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, December 5, 2019 -Clara Long, Interim Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the December 5, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 1 Jeff Bergosh

Vote: 5 - 0

2 Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for Property Located at 6165 Luther Street - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board rescind, due to the owners' request to terminate the Funding and Lien Agreements, the following Board's action of September 5, 2019, concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 6165 Luther Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Daka Choice Properties, LLC, owner of residential property located at 6165 Luther St, Oakfield Redevelopment District, each in the amount of $3,350, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, Object Code 58301, for a total electrical rewiring upgrade; and

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

Motion made by Commissioner, District 1 Jeff Bergosh, Seconded by Commissioner, District 2 Doug Underhill

Vote: 5 - 0

III. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Chad and Catherine Anderson, owners of residential property located at 3 Glendower Court, 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 and central heating and air conversion;

2. The Agreements between Escambia County CRA and Tommy Hardin, Sr., owner of residential property located at 203 Crescent Drive, Palafox Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, replacement roof;

3. The Agreements between Escambia County CRA and Viner S. and Robert A. Lewis, owners of residential property located at 24 Archer Avenue, Englewood Redevelopment District, each in the amount of $3,700, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, central heating and air system conversion;

4. The Agreements between Escambia County CRA and Marian F. Phillips, owner of residential property located at 25 Audusson Avenue, Barrancas Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement windows;

5. The Agreements between Escambia County CRA and Evan E. Scott, owner of residential property located at 18 Archer Avenue, Englewood Redevelopment District, each in the amount of $2,652, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, replacement windows;

6. The Agreements between Escambia County CRA and Alain P. Vachon and Donna T. Englehart, owners of residential property located at 502 Sunset Avenue, Warrington Redevelopment District, each in the amount of $3,975, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof; and

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

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 1 Jeff Bergosh

Vote: 5 - 0

IV. Discussion/Information Items

Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14983 **County Administrator's Report 10. 6.**
BCC Regular Meeting
Meeting Date: 01/07/2020
Issue: Street Name Correction - "Waterbury Court"
From: Horace Jones, Director
Organization: Development Services
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Correcting the Street Name from Kingston Court to "Waterbury Court" Due to a Scrivener's Error - Horace Jones, Development Services Department Director

That the Board amend its action of May 19, 2016, to correct the street name from Kingston Court to "Waterbury Court" due to a scrivener's error. This is for a county road in Kingston Place, recorded in Plat Book 19, Page 41. The street name should have been Waterbury Court instead of Kingston Court. Kingston Court was approved by the Board. This street is in Commission District 5.

BACKGROUND:
May 19, 2016, action of the Board approved Kingston Court as the name of a County road as part of the final plat of Kingston Place, (a 38-lot single-family residential subdivision). The street name approval letter and final plat were approved showing the street name Waterbury Court, but the recommendation read Kingston Court. This street is in Commission District 5.

BUDGETARY IMPACT:
None. The street sign was erected correctly as Waterbury Court.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
No field work to be established.

POLICY/REQUIREMENT FOR BOARD ACTION:

The street is being named pursuant to the Escambia County street naming and numbering Ordinance 86-11, adopted under the authority of Florida Statutes Chapter 125 and 336.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Street name approval letter
Original Board Recommendation
Vicinity Map
Final Plat
Board minutes 2016_05_19

Board of County Commissioners • Escambia County, Florida

Michael T. Moring, Emergency Communications Chief
Public Safety Department

March 14, 2016

Street Letter Approval

The following names have been submitted for approval:

Waterbury Way
Waterbury Court

The streets are located in:

Kingston Place

The names were requested by:

Preble-Rish, Inc.

216 S Tarragona St, Suite C, Pensacola, Fl.

Escambia County Public Safety concurs the street names above are not duplicates of any other street names in Escambia County Florida.

Michael T. Moring

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455 www.myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10302 **Growth Management Report** **11. 1.**
BCC Regular Meeting **Action**
Meeting Date: 05/19/2016
Issue: Action Item - Kingston Place Final Plat
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning a Final Plat for Kingston Place

That the Board take the following action concerning recording of the Final Plat of Kingston Place, (a 38-lot single-family residential subdivision with public streets), located in the Cantonment community, lying north of W. Kingsfield Road (County Road 186) and west of County Road 297A. Owned and developed by Smart Living, LLC. Prior to recording, the County Engineer, County Surveyor, Development Services Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.2 of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes:

A. Approve the final plat for recording;

B. Approve the street names "Waterbury Way and Kingston Court" and;

C. Accept a Two-Year Warranty Agreement without Surety, and all public easements, streets, drainage improvements within public easements/public parcels, as depicted upon the final plat for permanent County maintenance subject to the transfer of the stormwater system to operation and maintenance phase through the water management district. The cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit).

BACKGROUND:

The preliminary plat was approved on April 29, 2015. Construction Plans were approved on April 29, 2015. The Escambia County Department of Public Safety approved the street names “Waterbury Way and Kingston Court," on December 3, 2014. Development Services Department and County Surveying inspected the improvements on March 11, 2016, and found improvements substantially complete and in accordance with applicable County requirements. An executed Two-Year Warranty Agreement, without Surety, will be recorded with the final plat. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the Escambia County Attorney’s Office.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the Escambia County Land Development Code – providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-offs given by the County Engineer, County Surveyor and Development Services Director, it will be transmitted to the Clerk of Court’s Office for recording in the public records of Escambia County, Florida.

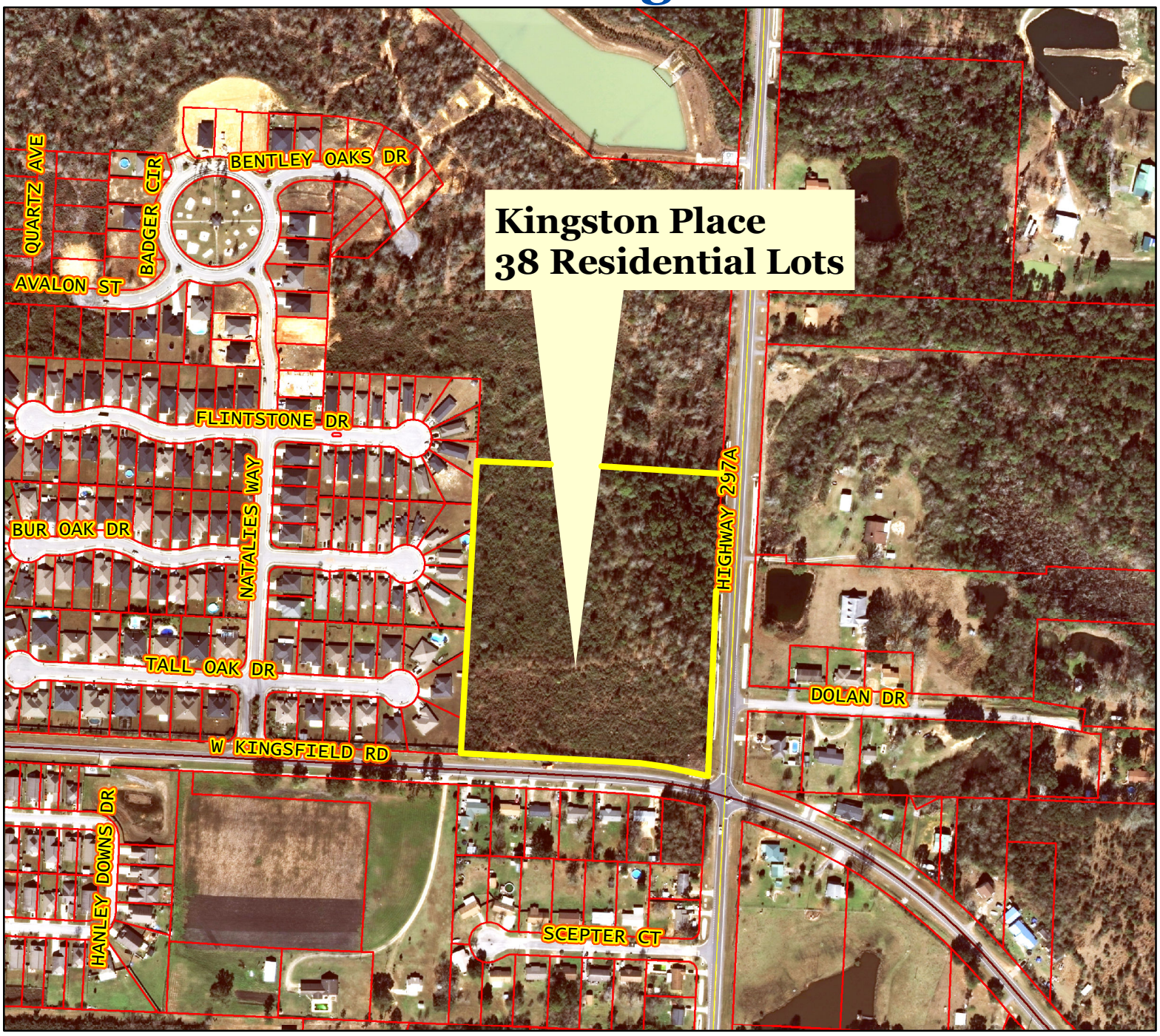
COORDINATION WITH OTHER AGENCIES/PERSONS:

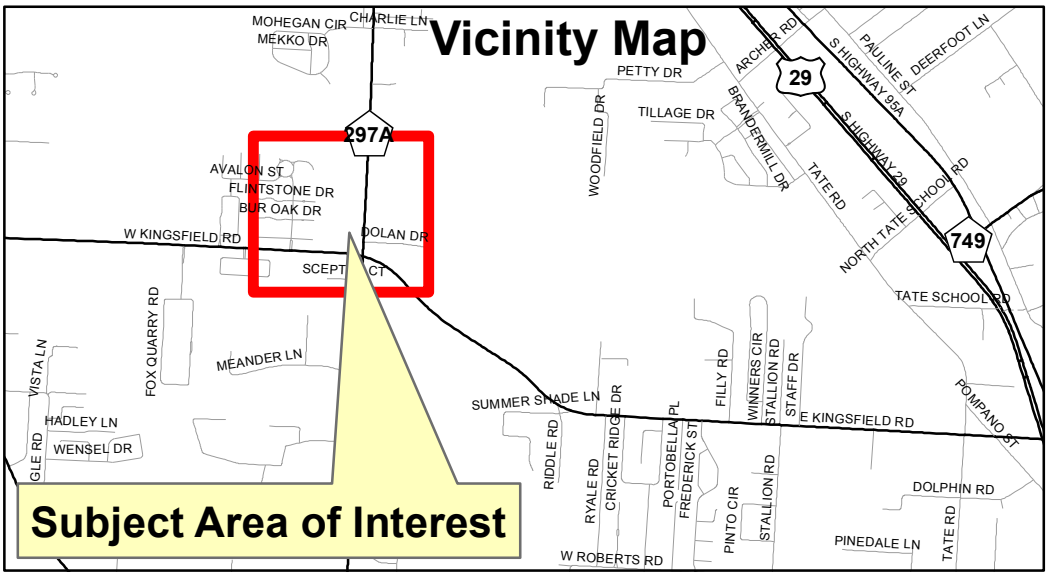
Staff has been in contact with the developer’s engineer/surveyor, Road Department, Building Inspections, Development Services and Surveying, Departments of Escambia County.

Attachments

Location/Vicinity Map

Final Plat to"Kingston Place"





N

ESCAMBIA COUNTY FLORIDA

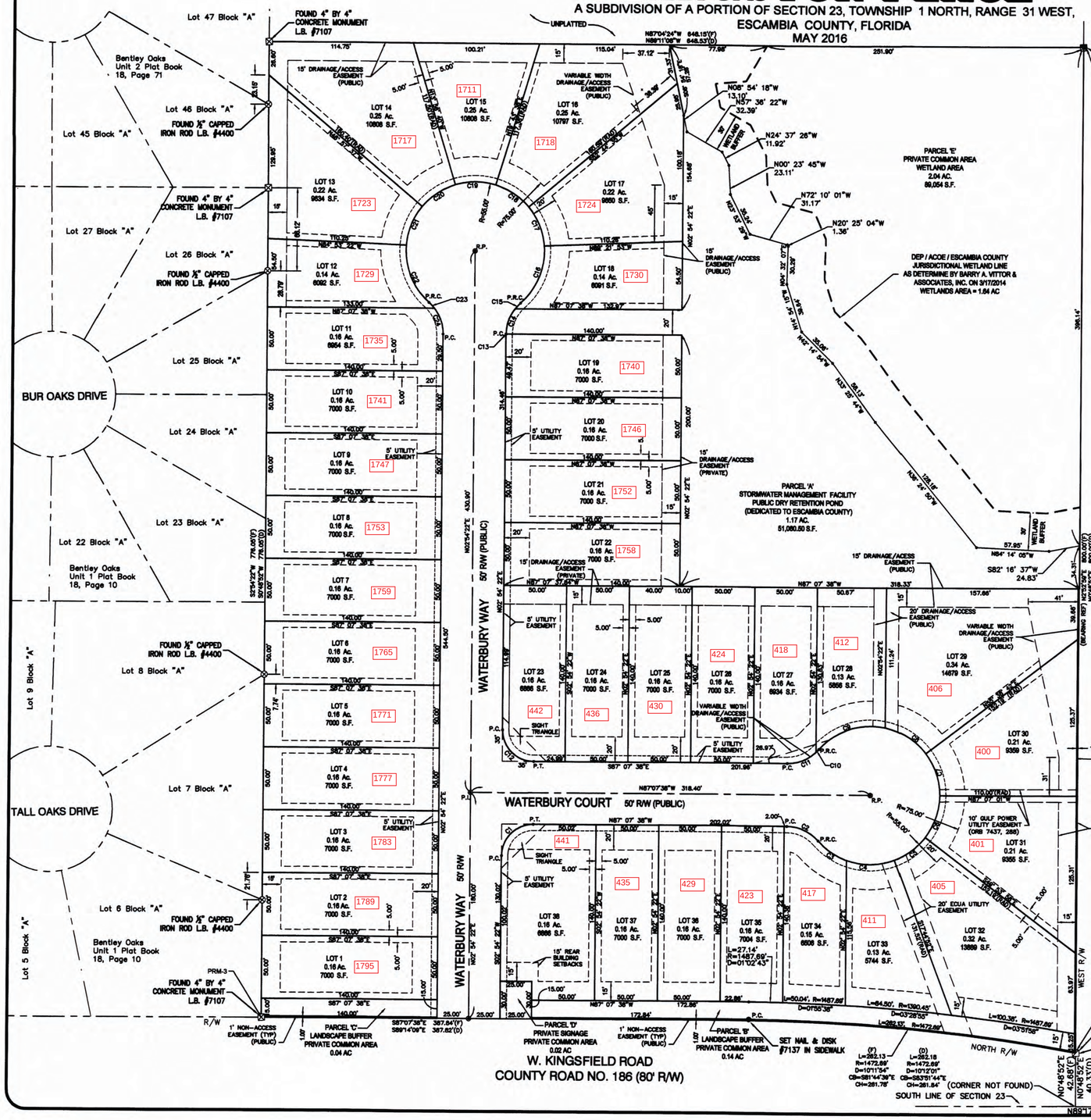
Surveying Departmrnt RGG 5/10/2016

SHEET 1 OF 2

PLAT BOOK 19 | PAGE 41

FINAL PLAT OF KINGSTON PLACE

A SUBDIVISION OF A PORTION OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
MAY 2016



INDEX OF SHEETS:

1. DEDICATION AND CERTIFICATE SHEET
2. PLAT BOUNDARY INFORMATION

SYMBOLS & ABBREVIATIONS:

L	= LENGTH
R	= RADIUS
D	= DELTA
(RAD)	= RADIAL
CB	= CHORD BEARING
CH	= CHORD LENGTH
(D)	= DEED
(F)	= FIELD
PRM-#	= PERMANENT REFERENCE MONUMENT
L.B.	= LICENSED BUSINESS
P.C.	= POINT OF CURVATURE
P.T.	= POINT OF TANGENCY
P.R.C.	= POINT OF REVERSE CURVATURE
RP	= RADIUS POINT
PI	= POINT OF INTERSECTION
R/W	= RIGHT OF WAY
POB	= POINT OF BEGINNING
AC	= ACRES
ORB	= OFFICIAL RECORDS BOOK
±	= MORE OR LESS
●	= SET NAIL & DISK L.B. #7137 (PERMANENT CONTROL POINT)
⊗	= FOUND 1/2" CAPPED IRON ROD #4400
●	= SET NAIL & DISK L.B. #7137
⊠	= FOUND 4" BY 4" CONCRETE MONUMENT #7107
⊠	= FOUND 4" BY 4" CONCRETE MONUMENT #7073
⊠	= FOUND 4" BY 4" CONCRETE MONUMENT STATE ROAD DEPT.
■	= SET 4" BY 4" CONCRETE MONUMENT L.B. #7137
T-2-S	= TOWNSHIP 2 SOUTH
R-21-W	= RANGE 21 WEST
L.S.	= LICENSED SURVEYOR
P.L.S.	= PROFESSIONAL LAND SURVEYOR
NAD	= NORTH AMERICAN DATUM
NAVD	= NORTH AMERICAN VERTICAL DATUM
C1–C24	= CURVE TABLE
DEP	= FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
ACOE	= ARMY CORP OF ENGINEERS

SPECIAL NOTE:

FENCING RESTRICTION:
NO FENCES SHALL BE CONSTRUCTED IN THE DRAINAGE EASEMENTS, THAT EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES. NO STRUCTURES SHALL BE LOCATED WITHIN DRAINAGE EASEMENTS THAT MAY PROHIBIT OR RESTRICT FLOW OF STORMWATER.

FIVE FOOT CONCRETE SIDEWALKS WILL BE CONSTRUCTED BY THE HOME BUILDER.

THERE IS A 5' PRIVATE DRAINAGE EASEMENT ALONG ALL COMMON LOT LINES. HOMEBUILDER IS TO CONSTRUCT DRAINAGE SWALE AS REQUIRED ALONG THESE EASEMENTS TO DIRECT STORMWATER TO CONVEYANCE SYSTEM AND NOT ACROSS NEIGHBORING LOT LINES.

NOTE:

ALL PLATTED UTILITY EASEMENTS, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR ANY OTHER PUBLIC UTILITY.

NOTE:

ALL GEOGRAPHIC COORDINATES (LATITUDES AND LONGITUDES) REFERENCED HEREON ARE REFERENCED TO NAD 83 DATUM. (NGS 1990). THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM (1988), ESTABLISHED BY RTK GPS SYSTEMS, TOGETHER WITH eGPS SOLUTIONS REAL TIME VRS NETWORK.

STATE PLANE COORDINATE TABLE

STATION	NORTHING (FT)	EASTING (FT)	SCALE FACTOR	CONVERGENCE	LATITUDE	LONGITUDE	ELEVATION	ELEVATION FACTOR	COMBINED SCALE FACTOR
PRM-1	984977.72	1078441.84	0.9999741	-01°28'17.20"	N30°34'41.3303"	W87°19'42.9564"	129.31'	0.9999982	0.9999723
PRM-2	985778.71	1078482.07	0.9999743	-01°28'17.06"	N30°34'49.2340"	W87°19'42.7479"	90.47'	0.9999982	0.9999743
PRM-3	986934.76	1077795.42	0.9999742	-01°28'20.62"	N30°34'41.7269"	W87°19'50.3851"	129.54'	0.9999981	0.9999722

TO CONVERT A GROUND DISTANCE TO A GRID DISTANCE, MULTIPLY THE GROUND DISTANCE BY THE AVERAGE COMBINED SCALE FACTOR.

Curve Table

Curve #	Arc Length	Radius	Delta	Chord Direction	Chord Length
C1	39.26'	25.00'	89°58'00"	S47° 53' 22"W	35.35'
C2	28.43'	33.50'	48°37'21"	N62° 48' 57"W	27.58'
C3	27.88'	55.00'	29°02'56"	S53° 01' 45"E	27.59'
C4	38.58'	55.00'	40°11'39"	S87° 39' 02"E	37.80'
C5	30.87'	55.00'	32°09'34"	N56° 10' 22"E	30.47'
C6	35.72'	55.00'	37°12'36"	N21° 29' 17"E	35.09'
C7	35.74'	55.00'	37°13'49"	N15° 43' 56"W	35.11'
C8	38.94'	55.00'	40°33'59"	N54° 37' 50"W	38.13'
C9	58.40'	55.00'	60°50'10"	S74° 40' 06"W	55.69'
C10	3.03'	33.50'	5°11'18"	N46° 50' 40"E	3.03'
C11	25.40'	33.50'	43°26'03"	N71° 09' 20"E	24.79'
C12	39.28'	25.00'	90°02'00"	S42° 06' 38"E	35.37'
C13	0.53'	33.50'	0°54'07"	S3° 21' 26"W	0.53'
C14	21.57'	33.50'	36°53'46"	S22° 15' 22"W	21.20'
C15	6.33'	33.50'	10°49'29"	S46° 06' 59"W	6.32'
C16	51.01'	55.00'	53°08'25"	N24° 57' 31"E	49.20'
C17	33.84'	55.00'	35°15'01"	N19° 14' 12"W	33.31'
C18	31.99'	55.00'	33°19'48"	N53° 31' 37"W	31.55'
C19	32.65'	55.00'	34°01'04"	N87° 12' 03"W	32.18'
C20	31.94'	55.00'	33°16'11"	S59° 09' 20"W	31.49'
C21	33.75'	55.00'	35°09'48"	S24° 56' 20"W	33.23'
C22	50.95'	55.00'	53°04'24"	S19° 10' 46"E	49.14'
C23	6.38'	33.50'	10°54'20"	N40° 15' 49"W	6.37'
C24	22.05'	33.50'	37°43'01"	N15° 57' 08"W	21.66'

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/90, U.S. SURVEY FEET. BEARING BEING N2°52'59"E ON THE WEST RIGHT OF WAY OF COUNTY ROAD 297A.
2. THIS SURVEY, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. FLOOD NOTE: BY GRAPHIC PLOTTING ONLY; THE PROPERTY SHOWN HEREON LIES IN ZONE X AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE FOR ESCAMBIA COUNTY, FLORIDA; SEE COMMUNITY PANEL NO. 120080 0280 G; WHICH BEARS A MAP REVISED DATE OF SEPTEMBER 29, 2006.
4. SOURCE OF INFORMATION: PLAT OF BENTLEY OAKS UNIT 1, PLAT BOOK 18, PAGE 10; PLAT OF BENTLEY OAKS UNIT 2, PLAT BOOK 18, PAGE 71 AND FIELD MONUMENTATION.
5. TITLE OPINION OR ABSTRACT WAS PERFORMED BY CHICAGO TITLE INSURANCE COMPANY., dated MAY 4, 2016 TO PREBLE-RISH, INC., FOR THE SUBJECT PROPERTY.
6. ENVIRONMENTAL WETLAND LINES SHOWN HEREON HAVE BEEN LOCATED BY BARRY A. VITTOR AND ASSOCIATES, INC. DATED 3/17/2014.
7. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
8. EASEMENT FOR RIGHT OF WAY RECORDED IN OFFICIAL RECORDS BOOK 357, PAGE 723 LIES WITHIN THE RIGHT OF WAY OF COUNTY ROAD NO. 186 (KINGFIELD ROAD - 80' RIGHT OF WAY) AND DOES NOT EFFECT SUBJECT PROPERTY.
9. EASEMENT FOR RIGHT OF WAY RECORDED IN OFFICIAL RECORDS BOOK 441, PAGE 284 LIES WITHIN THE RIGHT OF WAY OF COUNTY ROAD 297A AND DOES NOT EFFECT SUBJECT PROPERTY.
10. DATE OF FIELD SURVEY: JUNE 28, 2014.

PREBLE-RISH, INC.
CONSULTING ENGINEERS
CIVIL • SURVEYING • SITE PLANNING
216 E. GOVERNMENT ST • PENSACOLA, FL 32502 • (850) 497-6053
Port St. Joe | Pensacola | Santa Rosa Beach | Panama City | Quincy | Ft. Walton Beach
Freeport | Crawfordville | Tallahassee | Blountstown | Lake City | Daphne | Mississippi

GRAPHIC SCALE
0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

PREBLE-RISH, INC.
CERTIFICATE OF AUTHORIZATION No. LB 7137
203 ABERDEEN PARKWAY
PANAMA CITY, FLORIDA 32405

SHEET 2 OF 2

PLAT BOOK 19 | PAGE 41A

GROWTH MANAGEMENT REPORT – Continued

II. ACTION ITEM

1. Kingston Place Final Plat

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, taking the following action concerning recording of the Final Plat of Kingston Place (a 38-lot, single-family residential subdivision, with public streets), located in the Cantonment community, lying north of West Kingsfield Road (County Road 186) and west of County Road 297A, owned and developed by Smart Living, LLC; prior to recording, the County Engineer, County Surveyor, Development Services Director, and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.2 of the Escambia County Land Development Code; also, prior to recording, the County Surveyor must sign the Final Plat, as set forth in Chapter 177.081 (1), Florida Statutes:

A. Approving the Final Plat for recording;

B. Approving the street names "Waterbury Way" and "Kingston Court"; and

C. Accepting a Two-Year Warranty Agreement without Surety, and all public easements, streets, drainage improvements within public easements/public parcels, as depicted upon the Final Plat, for permanent County maintenance, subject to the transfer of the stormwater system to operation and maintenance phase through the Water Management District; the cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14990 **County Administrator's Report 10. 7.**
BCC Regular Meeting
Meeting Date: 01/07/2020
Issue: Street name correction "Bucklebury Drive"
From: HORACE JONES, Director
Organization: Development Services
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Correcting the Street Name Buckleberry Drive to "Bucklebury Drive" Due to a Scrivener's Error - Horace Jones, Development Services Department Director

That the Board amend its action of August 21, 2014, to correct the street name from Buckleberry Drive to "Bucklebury Drive" due to a scrivener's error. This is for a County road in Berkshire Estates Addition, recorded in Plat Book 19, Page 28. The street name should have been Bucklebury Drive instead of Buckleberry Drive. Buckleberry Drive was approved by the Board. This street is in Commission District 2.

BACKGROUND:
August 21, 2014, action of the Board approved Buckleberry Drive as the name of a County road as part of the final plat of Berkshire Estates Addition, (a 51-lot single-family residential subdivision). The street name approval letter and final plat were approved showing the street name Bucklebury Drive, but the Recommendation read Buckleberry Drive. This street is in Commission District 2.

BUDGETARY IMPACT:
None. The street sign was erected correctly as Bucklebury Drive.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The street is being named pursuant to the Escambia County street naming and numbering Ordinance 86-11, adopted under the authority of Florida Statutes Chapter 125 and 336.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Street name approval letter
Original Board Recommendation
Vicinity Map
Plat
Board minutes 2014_08_21

Department of Public Safety

6575 North "W" Street
Pensacola, Florida 32505
850-471-6400
www.escambiaemergency.com

Janice R. Kilgore, CEM
Director

May 17, 2006

The following names have been submitted for approval:

Boxford Court
Bradfield Drive
Bucklebury Drive

The street is located in:

Berkshire Estates

The names were requested by:

Jerry McGuire and Associates

Escambia County Public Safety concurs the street names above are not duplicates of any other street names in Escambia County Florida.

9-1-1 Coordinator

Public Safety Director

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6508 **Growth Management Report** **16. 2.**
BCC Regular Meeting **Action**
Meeting Date: 08/21/2014
Issue: Action Item - Final Plat Berkshire Estates Addition
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning a Final Plat for Berkshire Estates Addition PSD140100002

That the Board take the following actions concerning recording of the Final Plat of Berkshire Estates Addition (a 51 lot single-family residential subdivision with public streets), located in the Bayou Grande community lying north of Gulf Beach Highway between Weller and Kingsport Avenues. Owned and developed by Berkshire Land Development, LLC. Prior to recording, the County Engineer, County Surveyor, Development Services; Interim Director; and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street names "Buckleberry Drive, Bradfield Drive, and Boxford Court"; and

C. Accept all public easements, drainage improvements within public easements/public parcels and Parcel "1" (1.22 acre Wet Stormwater Pond) and Parcel "2" (0.75 acre Wet Stormwater Pond), as depicted upon the final plat for permanent County maintenance subject to the cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit).

BACKGROUND:

Berkshire Estates Addition is a re-plat of a portion of Berkshire Estates recorded in Plat Book 19, Pages 8 and 8A. The Preliminary Plat was approved on July 9, 2014. Construction Plans were approved on July 9, 2014. The Escambia County Department of Public Safety approved the street names “Buckleberry Drive, Bradfield Drive, and Boxford Court"; on December 21, 2006. Development Services Department inspected the improvements on July 9, 2014 and found improvements substantially complete and in accordance with applicable County requirements. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney’s Office.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the Escambia County Land Development Code – providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-offs given by the County Engineer, County Surveyor and Development Services Interim Director, the plat shall be transmitted to the Clerk of Court’s Office for recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

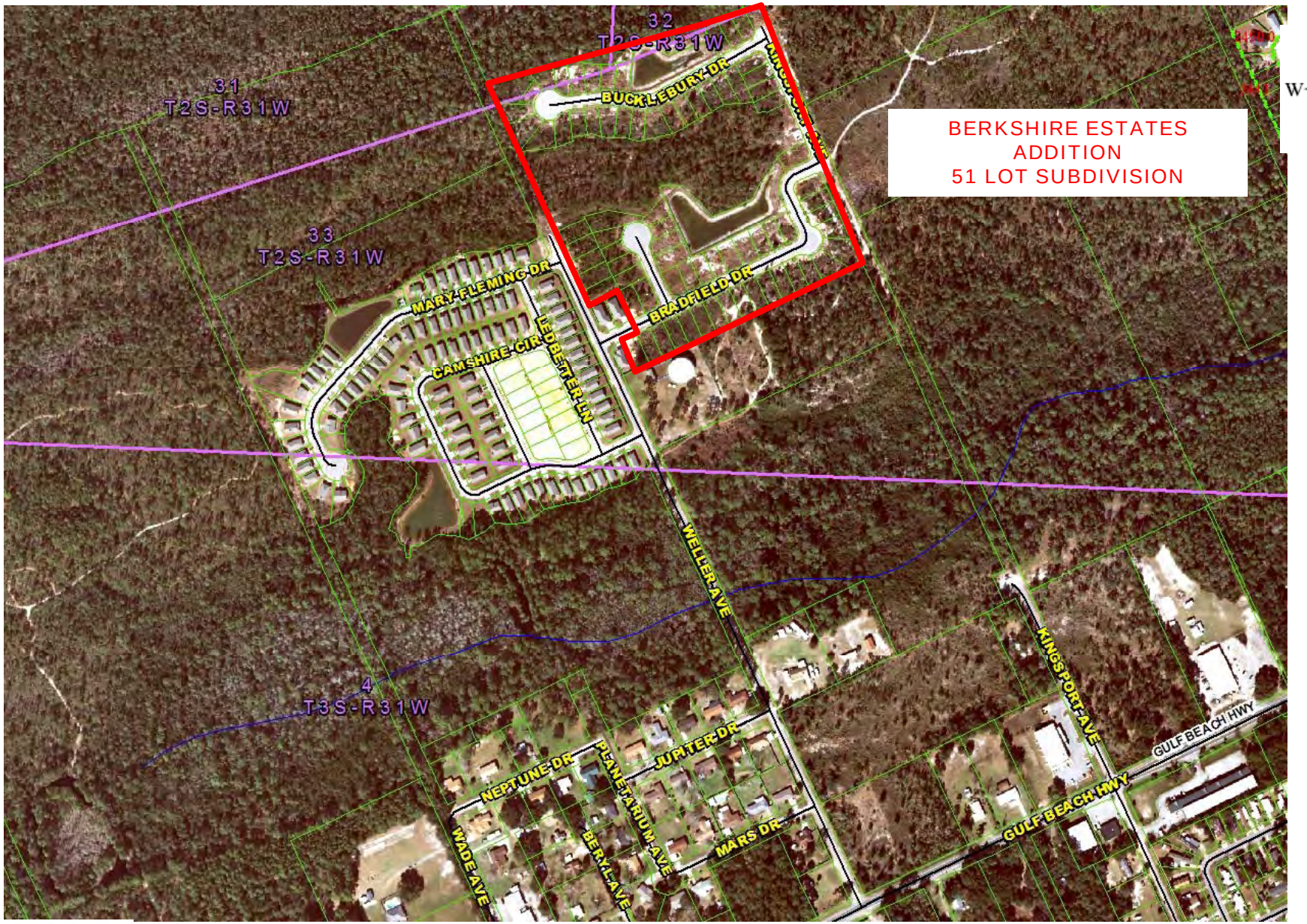
Staff has been in contact with the developer’s engineer and surveyor, and County Road Department, County Building Inspections and Development Services Department.

Attachments

Final Plat

Vicinity/Location Map

FINAL PLAT: BERKSHIRE ESTATES ADDITION SUBDIVISION



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT
DISTRICT 2
CSR 07/09/14

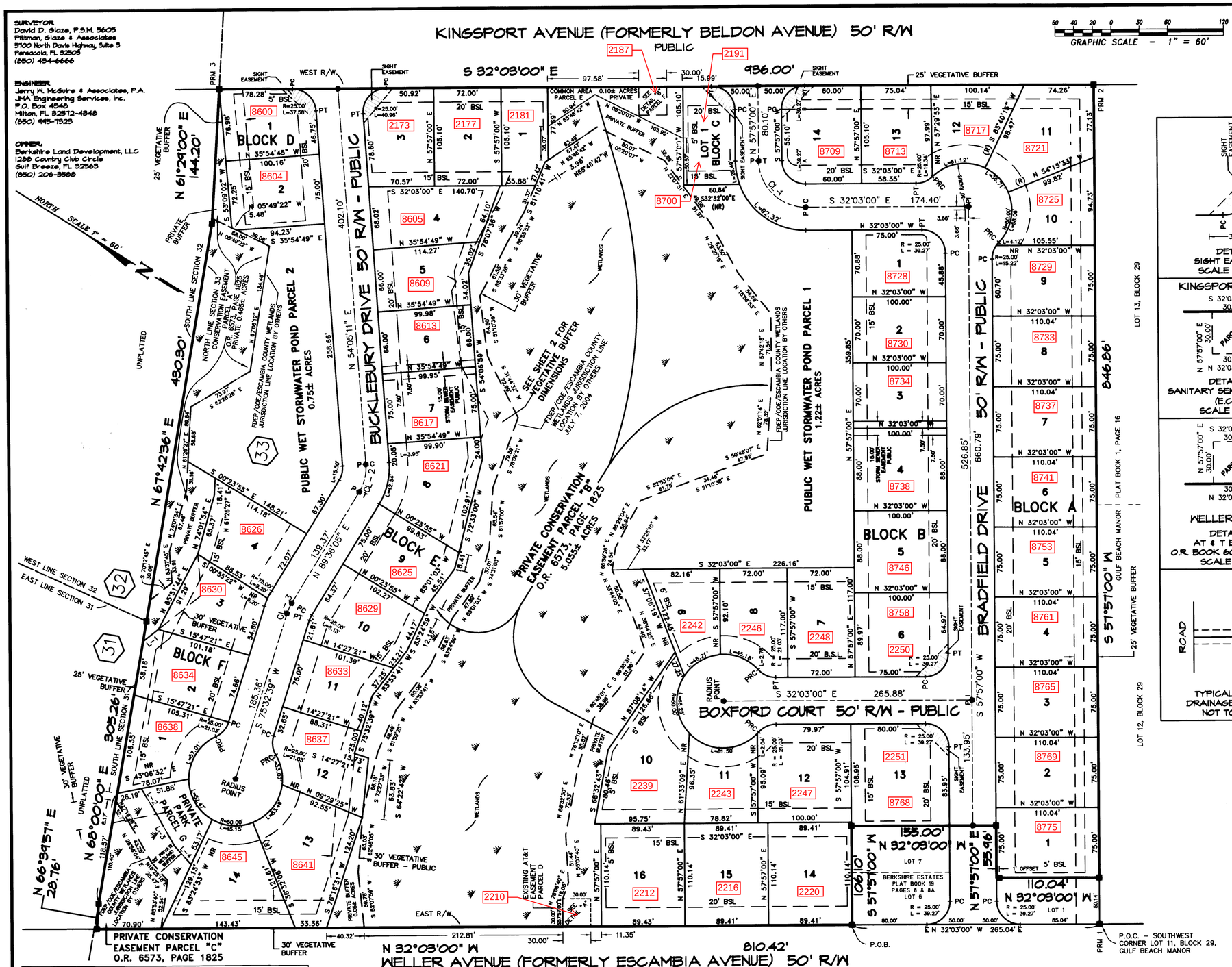
BERKSHIRE ESTATES ADDITION

A REPLAT OF A PORTION OF BERKSHIRE ESTATES AS RECORDED IN PLAT BOOK 19 AT PAGES 8 AND 8A, JOHN B. CAZENOVE GRANT SECTION 33, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA JULY 2014

SURVEYOR
David D. Glaze, P.S.M. 5605
Pittman, Glaze & Associates
5100 North Davis Highway, Suite 3
Pensacola, FL 32503
(850) 434-6666

ENGINEER
Jerry M. McGuire & Associates, P.A.
JMA Engineering Services, Inc.
P.O. Box 4548
Milton, FL 32572-4548
(850) 995-7525

OWNER
Berkshire Land Development, LLC
1288 Country Club Circle
Gulf Breeze, FL 32563
(850) 206-9566


KINGSPORT AVENUE (FORMERLY BELDON AVENUE) 50' R/W
PUBLIC
S 32°03'00" E 936.00'
GRAPHIC SCALE - 1" = 60'
BUCKLEBERY DRIVE 50' R/W - PUBLIC
BRADFIELD DRIVE 50' R/W - PUBLIC
BOXFORD COURT 50' R/W - PUBLIC
WELLER AVENUE (FORMERLY ESCAMBIA AVENUE) 50' R/W
PUBLIC
BLOCK A
BLOCK B
BLOCK C
BLOCK D
BLOCK E
BLOCK F
PUBLIC WET STORMWATER POND PARCEL 1
1.22± ACRES
PUBLIC WET STORMWATER POND PARCEL 2
0.75± ACRES
PRIVATE CONSERVATION EASEMENT PARCEL "B" O.R. 6573, PAGE 1825
5.055± ACRES
PRIVATE CONSERVATION EASEMENT PARCEL "C" O.R. 6573, PAGE 1825
PRIVATE PARK PARCEL G
LOT 1 BLOCK C
COMMON AREA PARCEL E
0.102± ACRES
PRIVATE
SEE SHEET 2 FOR VEGETATIVE BUFFER DIMENSIONS
FDEP/COE/ESCAMBIA COUNTY WETLANDS JURISDICTION LINE LOCATION BY OTHERS JULY 7, 2004
FDEP/COE/ESCAMBIA COUNTY WETLANDS JURISDICTION LINE LOCATION BY OTHERS
EXISTING AT&T EASEMENT PARCEL D
O.R. 6573, PAGE 1825
PRIVATE CONSERVATION EASEMENT O.R. 6573, PAGE 1825
PRIVATE BUFFER
30' VEGETATIVE BUFFER
25' VEGETATIVE BUFFER
50' VEGETATIVE BUFFER
WETLANDS
SIGHT EASEMENT
SOUTH LINE SECTION 32
NORTH LINE SECTION 33
WEST LINE SECTION 32
EAST LINE SECTION 31
UNPLATTED
N 61°29'00" E 144.20'
N 67°42'36" E 430.30'
N 66°39'57" E 28.76'
N 69°00'00" E 305.26'
N 89°36'05" E 139.37'
N 54°05'11" E 402.10'
S 57°57'00" W 846.86'
S 57°57'00" W 660.79'
N 32°03'00" W 810.42'
N 32°03'00" W 265.04'
S 32°03'00" E 174.40'
S 32°03'00" E 265.88'
N 32°03'00" W 155.00'
S 57°57'00" E 55.46'
N 32°03'00" W 110.04'
S 57°57'00" W 106.10'
S 32°03'00" E 97.58'
S 32°03'00" E 140.70'
S 32°03'00" E 226.16'
N 32°03'00" W 212.81'
N 32°03'00" W 30.00'
S 32°03'00" E 11.35'
N 32°03'00" W 40.32'
N 32°03'00" W 143.43'
N 32°03'00" W 70.90'
N 32°03'00" W 33.36'
S 32°03'00" E 15.99'
S 32°03'00" E 30.00'
S 32°03'00" E 50.00'
S 32°03'00" E 50.00'
S 32°03'00" E 60.00'
S 32°03'00" E 60.00'
S 32°03'00" E 58.35'
S 32°03'00" E 50.00'
S 32°03'00" E 50.00'
S 32°03'00" E 50.00

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

2. 5:45 p.m. Public Hearing

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, adopting an Ordinance *(Number 2014-33)* to amend the Official Zoning Map to include the Rezoning Cases *(Z-2014-09 and Z-2014-10)* heard by the Planning Board on July 1, 2014, and approved during the previous agenda item, and to provide for severability, inclusion in the Code, and an effective date.

Speaker(s) – None.

II. ACTION ITEMS

1. Planning Board Appointment

Motion made by Commissioner Barry, seconded by Commissioner Robertson, and carried unanimously, amending the Board's action of July 10, 2014, to correct the effective dates of Rodger Lowery's appointment *(to the Escambia County Planning Board)* to July 10, 2014, through April 15, 2015.

2. Berkshire Estates Addition Final Plat

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, taking the following action concerning recording of the Final Plat of Berkshire Estates Addition (a 51-lot, single-family residential subdivision, with public streets), located in the Bayou Grande community, lying north of Gulf Beach Highway between Weller and Kingsport Avenues, owned and developed by Berkshire Land Development, LLC; prior to recording, the County Engineer, County Surveyor, Development Services, Interim Director, and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E of the Escambia County Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat, as set forth in Chapter 177.081 (1), Florida Statutes:

A. Approving the Final Plat for recording;

B. Approving the street names "Buckleberry Drive," "Bradfield Drive," and "Boxford Court"; and

(Continued on Page 42)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17274 **County Administrator's Report 10. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/07/2020
Issue: 9:01 a.m. Public Hearing Request - Graystone Estates Phase Two Street Lighting MSBU
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Graystone Estates Phase Two Street Lighting Municipal Service Benefit Unit - Stephan Hall, Budget Manager, Management & Budget Services

That the Board authorize the scheduling of a Public Hearing on January 23, 2020, at 9:01 a.m., to consider adoption of an Ordinance creating the Graystone Estates Phase Two Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The builders of Graysone Estates Phase Two, (D.R. Horton and Northern Gulf Nowak, LLC) submitted letters of request asking to create a street lighting MSBU. The letters of request are sufficient to meet the MSBU Guidelines and Procedures because the builders own greater than 55% of parcels in the subdivision.

The Graysone Estates Phase Two Street Lighting MSBU plan proposal:
* 56 assessable lots located in Commission District 5
* 21 street lights
* Assessments are estimated to be:
  1st year - $464 (includes a reserve and 19 months of costs)
  Subsequent years - $275

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of Public Hearings.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the Public Hearing by mail and by advertisement in the Pensacola News Journal.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17282 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Affiliation Agreement Between University of West Florida and Escambia County Amendment #01
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #01 to the Affiliation Agreement Between the University of West Florida and Escambia County, Florida - William R. Powell, Director of Corrections

That the Board take the following action concerning Amendment #01 to the Affiliation Agreement between the University of West Florida and Escambia County, Florida:

A. Approve Amendment #01 to the Affiliation Agreement: to designate an additional person, the Department of Social Work, to coordinate and act as preceptor or liaison for the University; and

B. Authorize the Chairman to sign Amendment #01.

[Funding: The partnership established by this Agreement will not result in additional costs to the County or the University of West Florida]

BACKGROUND:

In an attempt to create a partnership between the University of West Florida and Escambia County that will result in increased interest for those careers available within the Escambia County Department of Corrections, the Department is requesting the approval to add another designated liaison to the the Agreement.

BUDGETARY IMPACT:

The partnership established by this Agreement will not result in additional costs to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has certified that the Agreement is in order and legally sufficient.

PERSONNEL:

The Escambia County Department of Corrections has designated Captain Shawn Hankins as the preceptor for the program.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation complies with County Ordinance Chapter 46, Article 11, Section 46-64, providing for Board approval of all agreements/contracts.

IMPLEMENTATION/COORDINATION:

Upon approval, Captain Shawn Hankins will coordinate with the University of West Florida in order to implement the terms of this Agreement.

Attachments

Amendment#01-UWF

FIRST AMENDMENT TO AGREEMENT BETWEEN
UNIVERSITY OF WEST FLORIDA and ESCAMBIA, FLORIDA

This First Amendment to Student Internship Agreement between University and Agency ("Amendment") is dated effective as of the later of the date fully executed by both parties ("Effective Date"), and is entered into by and between The University of West Florida, acting for and on behalf of the University of West Florida Board of Trustees, ("University"), a public body corporate of the State of Florida, and Escambia County, a political subdivision of the state of Florida, by and through its Department of Corrections ("Agency").

University and Agency entered into that certain Agreement between University and Agency dated effective May 9, 2019 (the "Agreement"). The University and Agency ("Parties") desire to amend and add the following provisions to, and is made a part of the Agreement, for the provision of learning opportunities for students.

1. University and Agency now desire to amend the terms of the Agreement as more particularly set forth: Section VIII., Coordinators is amended to designate an additional person to coordinate and act as preceptor or liaison for the University:

   University:
   University of West Florida, Department of Social Work
   11000 University Parkway, Building 85, Room 156
   Pensacola, FL 32514
   Attn: Program Coordinator

2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

3. This Amendment embodies the entire agreement between University and Agency with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect and are hereby ratified and affirmed.

IN WITNESS WHEREOF, University and Agency have executed and delivered this Amendment effective as of the Effective Date.

Agency

By: _____
Signature
Print Name: Steven Barry, Chairman
Title: Chairman
Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 11-20-2019

The University of West Florida

By: _____ Date: _____
Dr. George Ellenberg, Provost and Sr Vice President

By: _____
Name: Dr. William Crawley
Title: Dean, College of Ed. & Professional Studies

By: _____
Name: Dr. Joseph Herzog
Title: Chair, Department of Social Work
Date: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17280 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Big Bend Community Based Care Contract #A0150 Amendment #18
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #018 to Agreement #A0150 Between Escambia County and Big Bend Community Based Care, Inc. - William R. Powell, Director of Corrections

That the Board take the following action concerning Amendment #018 to Agreement #A0150 with Big Bend Community Based Care, Inc.:

A. Approve Amendment #018 to Contract #A0150. This Amendment updates and replaces Attachment I -Terms and Conditions, Exhibit A - State and Federal Laws Rules and Regulations, Exhibit B - Method of Payment, Exhibit C - Required Reports, Exhibit D - Performance Measures, Exhibit F- ME Financial Reporting and incorporates Exhibit G - Funding Detail; and

B. Authorize the Chairman to sign Amendment #018 to Contract #A0150.

[Funding: This Contract is a fixed rate Contract for a total of $43,971 for Fiscal Year 2019-2020]

BACKGROUND:

This Contract originated in December 2006, with the Department of Children and Families. The Pre-Trial Release Program in Escambia County has operated successfully for a number of years with the Mental Health Division portion of the program which was initially established utilizing this funding. The Contract enables the Mental Health Pre-Trial Release program to continue in Escambia County. The Escambia County Pre-Trial Release Program's affiliation with all other County operated services, including the State Attorney's Office, the Public Defender's Office, the County Jail and the Department of Community Corrections, places them in a uniquely qualified position to

provide Forensic Mental Health/Pre-Trial Release services to Escambia County. Amendment #18 replaces Exhibit A (State and Federal Laws, Rules, and Regulations), Exhibit D (Substance Abuse and Mental Health Required Performance Outcomes and Outputs), Exhibit F (Financial Reporting) with updated language. Amendment #18 updates Exhibit B (Method of Payment) and Exhibit C (Required Reports) with additional invoice requirements. Amendment#18 Exhibit G (Funding Detail), updates and replaces the contract period through 06/30/2021. This Amendment will not impact the operations of the position associated with this funding source.

BUDGETARY IMPACT:

This is a fixed rate Contract. Big Bend Community Based Care shall pay for the delivery of authorized services specified in accordance with the terms and conditions of the Contract for a total dollar amount not to exceed $43,971 for the period ranging from July 1, 2019 - June 30, 2020. This funding is utilized to cover a portion of the Forensic Mental Health Specialist position within the Pre-Trial Release Program.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Contract Amendment has been reviewed by Kristin Hual, Senior Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

This Contract provides partial funding for one Forensic Mental Health Specialist position.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation complies with County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of all Agreements/Contracts.

IMPLEMENTATION/COORDINATION:

Contract requirments will be carried out by the Escambia County Community Corrections Pre-Trial Release Program.

Attachments

Amendment#018 BBCBC

Amendment # 018
Contract # A0150

This Amendment, entered into between **BIG BEND COMMUNITY BASED CARE, INC.**, hereinafter referred to as "BBCBC," and **ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS,** hereinafter referred to as the "Provider," amends Contract **#A0150** as follows:

1. **Attachment I** is hereby updated and replaced.
2. **Exhibit A, State and Federal Laws Rules and Regulations** is hereby updated and replaced.
3. **Exhibit B, Method of Payment** is hereby updated and replaced.
4. **Exhibit C, Required Reports** is hereby updated and replaced.
5. **Exhibit D, Performance Measures** is hereby updated and replaced.
6. **Exhibit F, ME Financial Reporting** is hereby updated and replaced.
7. **Exhibit G, Funding Detail** is hereby incorporated**.**

All terms and conditions of the Contract, as well as any supplements and amendments thereto, not in conflict with this Amendment, shall remain in force and effect for this Amendment.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

As Its: Board Chairman

Date: _____

BIG BEND COMMUNITY BASED CARE, INC.

By: _____
Mike Watkins

As Its: Chief Executive Officer

Date: _____

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: 12-03-2019

ATTACHMENT I

A. Services To Be Provided

1. Definition of Terms

a. Contract Terms

Contract terms used in this document can be found in the Florida Department of Children and Families Glossary of Contract Terms, which is incorporated herein by reference and will be provided by the contract manager.

b. Program/Service Specific Terms

(1) Assessment" includes the systematic collection and integrated review of individual specific data such as examinations and evaluations. This data is gathered, analyzed, monitored and documented to develop the person's individualized plan of treatment and to monitor recovery. Assessment specifically includes efforts to identify the person's key medical and psychological needs, competency to consent to treatment history of mental illness or substance use and indicators of co-occurring conditions, as well as clinically significant neurological deficits, traumatic brain injury, physical disability, developmental disability, need for assistive devices, and physical or sexual abuse or trauma.

(2) "Care Coordination" as defined in s. 394.4573(1) (a), F.S., means the implementation of deliberate and planned organizational relationships and service procedures that improve the effectiveness and efficiency of the behavioral health system by engaging in purposeful interactions with individuals who are not yet effectively connected with services to ensure service linkage. Examples of care coordination activities include development of referral agreements, shared protocols, and information exchange procedures. The purpose of care coordination is to enhance the delivery of treatment services and recovery supports and to improve outcomes among priority populations.

(3) "Client" (synonymous with recipients of services) means any individual who is receiving services in any substance abuse or mental health program whose cost of care is paid, in part or in whole, by BBCBC, Medicaid, Medicaid capitated managed care entities, or local match.

(4) "Community-Based" means mental health and/or substance abuse services provided outside a state mental health facility or inpatient settings, such as psychiatric residential treatment facilities for children.

(5) "Continuous Quality Improvement" means an ongoing, systematic process of internal and external improvements in service provision and administrative functions, taking into account both in process and end of process indicators, in order to meet the valid requirements of Individuals Served.

(6) "DCF PAM 155-2" means the Department of Children & Families, Pamphlet 155-2 - Mental Health and Substance Abuse Measurement and Data, the latest revised edition thereof which provides the definitions of the data elements used for various performance measures and contains policies and procedures for submitting the required data into the

SAMH Data System: http://www.dcf.state.fl.us/programs/samh/pubs_reports.shtml , and is incorporated herein by reference.

(7) "Evidence-Based" means those practices that are supported by research and have demonstrated effectiveness with established generalizability (replicated in different settings and with different populations over time) through research.

(8) "Payor class" means Medicare, Medicare HMO, Medicaid, Medicaid HMO, private-pay health insurance, private-pay health maintenance organization, private preferred provider organization, the Department of Children and Family Services, other government programs, self-pay patients, and charity care.

(9) "Program Description" means the document the provider prepares and submits to BBCBC for approval prior to the start of the contract period, which provides a detailed description of the services to be provided under the contract pursuant to Rule 65E-14.021, F.A.C. It includes but is not limited to the provider's organizational profile, a detailed description of each program and cost center funded in the contract, the geographic service area, service capacity, staffing information, and client and target population to be served.

(10) "Protected Health Information" (PHI) means any information whether oral or recorded in any form or medium that is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

(11) "SAMH" means the Substance Abuse and Mental Health Programs within the Department.

(12) "Substance Abuse and Mental Health Information System (SAMHIS)" means the department's online data system which providers are required to use to collect and report data and performance outcomes on persons served whose services are paid for, in part or in whole, by BBCBC's Substance Abuse and Mental Health (SAMH) contract, or local match. Instructions on how to access the system can be found in DCF PAM 155-2.

2. General Description

a. General Statement

The services provided under this contract are community-based substance abuse and mental health services for adults and/or children, as authorized in s. 394.74, Florida Statutes (F.S.).

b. Authority

The authority to contract is provided by ss. 20.19, 39.001(2), 39.001(4), 394.457(3), 397.305(2), and 397.321(5), F.S.

c. Scope of Service

(1) The provider is responsible for the administration and provision of services to the target population(s) indicated in A. Section 3. Clients to be Served and in accordance with the tasks outlined in Section B.1.a., of this contract attachment. Services shall also be delivered at the locations specified in, and in accordance with the Program Description, which is herein incorporated by reference and maintained in the contract manager's file.

(2) The services and programs specified in this contract will be available in the following county: ***Escambia County***

d. Major Program Goals

1) The primary goal of the Substance Abuse and Mental Health Programs is to promote the reduction of substance use, abuse and dependence and improve the behavioral health of the citizens of the Northwest region of the state by making substance abuse and mental health prevention, treatment and support services available through a community-based, comprehensive, integrated, recovery oriented system of care.

2) It is the goal of BBCBC to improve accountability; ensure quality of care through evidence-based practices (EBP) and ensure delivery of behavioral health services available through the Provider Network and across systems resulting in systematic access to a full continuum of care for all children and adults who enter the publically funded behavioral health system.

3) It is a goal to improve co-occurring capability, trauma informed care and expertise in all programs.

e. Minimum Programmatic Requirements

The Provider shall maintain the following minimum programmatic requirements:

1) System of Care
The Recovery Oriented System of Care must be consumer and family driven and will:
(a) Be driven by the needs and choices of the clients;
(b) Promote family and personal self-determination and choice;
(c) Be ethically, socially and culturally/linguistically responsive and responsible; and
(d) Be dedicated to excellence and quality results.

There is a commitment to expand clinical treatment to include the behavioral health EBPs and recovery and support services in accordance with priorities established by the Department and / or BBCBC for substance use, mental health treatment and / or co-occurring disorders, and prevention services.

2) Guiding Principles
All services delivered by the Provider shall:
(a) Include the client and families (when possible) as full partners in the planning and delivery of services;
(b) Incorporate a broad array of services and support;

(c) Meet the client's individualized needs and strengths;
(d) Be provided in the least restrictive clinically appropriate setting;
(e) Be coordinated at the system and service delivery level to ensure multiple services are seamlessly provided;
(f) Be sensitive to cultural and linguistic needs of clients; and
(g) Be gender responsive.

3. Clients to be Served

A. General Description

The Provider agrees to deliver Forensic Mental Health Pretrial Diversion Services to eligible clients in accordance with the Program Description on file in the Contract Manager's file and incorporated by reference into this contract.

The Provider shall furnish services funded by this Contract to the target population(s)

☒ Adult Mental Health-Forensic Involvement

B. Client/Participant Eligibility

(1) The provider agrees that all persons meeting the target population description above are eligible for services based on the availability of resources. A detailed description of each target population is contained in s. 394.674, Florida Statutes.

(2) Forensic Mental Health Pretrial Services will be provided to clients with a mental illness pursuant to Chapter 916, Florida Statutes. These clients have either been court ordered for an evaluation, or an evaluation has been deemed necessary by a member of the judicial partnership in Escambia County, or the clients may have been committed to the Department under the provisions of Chapter 916, F.S. by a Circuit One Circuit Court Judge.

C. Determination of Eligibility

Determination of client eligibility is the responsibility of the Provider. The Provider shall adhere to the eligibility requirements as specified in **Exhibit A- State and Federal Laws, Rules, and Regulations.**

(1) In no circumstance shall an individual's county of residence be a factor that denies access to service.

(2) The Department, in accordance with state law, is exclusively responsible for defining individuals served through the provisions of this contract. In the event of dispute, the determination made by the Department is final and binding to all parties.

D. Contract Limits

(1) The Provider is not authorized to bill BBCBC for more units than are specified in **Exhibit G, Funding Detail,** or for more units than can be purchased with the amount of funds specified in **Exhibit G, Funding Detail,** subject to the availability of funds.

(2) The Provider agrees that funds provided in this contract will not be used to serve persons outside the target population(s) specified above.

(3) The Provider may not authorize or incur indebtedness on behalf of BBCBC.

B. Manner of Service Provision

1. Service Tasks

a. Task List

(1) Based on client needs, the provider agrees to provide appropriate services from the list of approved programs/activities described in **Exhibit G, Funding Detail,** and the description of such services specified in the Program Description as required by Rule 65E-14.021, F.A.C.

(2) During the course of the contract period, the provider shall design services based on the recognition of the needs of individuals and families with co-occurring disorders in the population served, and participate with BBCBC in a quality improvement process to improve co-occurring disorder service capability in all programs.

(3) The provider shall establish a grievance procedure that applicants for, and recipients of, services may use to present grievances to the governing authority of the provider regarding services being provided under this contract.

(4) The provider shall serve the number of persons indicated in **Exhibit D, Substance Abuse and Mental Health Required Performance Outcomes and Outputs** within the activities specified on **Exhibit G, Funding Detail.**

(5) The Provider shall comply with CFOP 215-8, Oversight of Human Subject Research and Institutional Review Board Designation. The policy and guidance can be found at: http://www.dcf.state.fl.us/admin/publications/humanResearch.shtml.

(6) Approval from the Department is mandatory for all research conducted by any Department employee, contracted organization or individual, or any public or private vendor, even if the aforementioned has their own Institutional Review Board which has granted approval.

(7) All providers of substance abuse and mental health services shall comply with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, Title 42, Chapter 21, Subchapter V to ensure that the following Culturally Competent Care Provisions are integrated throughout the continuum of care for all individuals served:

(a) Ensure that all consumers have access to care from staff in an understandable and respectful manner that is compatible with the consumer's cultural beliefs, practices and

preferred language;

(b) Ensure that strategies are implemented in the recruitment, retention and promotion of a diverse staff at all levels of care and throughout the leadership of the organization; and

(c) Ensure that staff receive ongoing education and training in culturally competency across all disciplines resulting in appropriate service delivery.

(8) The provider shall maintain a Waitlist that shows the number of persons waiting for access to the recommended level of care and enter the information into SAMHIS per DCF PAM 155-2.

(9) The Provider shall deliver services in a manner that addresses the impact of trauma on the client's development, adjustment, and treatment. This includes comprehensive assessment tools to identify whether the client is impacted by trauma and appropriate services to successfully treat the client.

(10) Provider shall ensure, to the extent possible, that the needs and preferences of clients and their families (with consent) drive treatment planning and service delivery and are involved in all aspects of treatment (pre, during, and post), as well as engaging clients, family members and advocates in the design, development, and evaluation of services such that clients are provided a choice of provider and services whenever possible.

b. Task Limits

The provider shall only perform services authorized in this agreement. Such services shall be performed in accordance with applicable rules, statutes, and licensing standards.

2. Staffing Requirements

a. Staffing Levels

The provider shall maintain staffing levels in compliance with applicable rules, statutes, and licensing standards. See **Exhibit A**, **State and Federal Laws, Rules, and Regulations.**

b. Professional Qualifications

(1) The provider shall comply with applicable rules, statutes, and licensing standards with regard to professional qualifications. See **Exhibit A**, **State and Federal Laws, Rules, and Regulations.**

(2) The provider shall provide employment screening for all mental health personnel and all owners, directors, and chief financial officers of service providers using the standards for Level II screening set forth in Chapter 435, and s. 408.809 F.S., except as otherwise specified in s. 394.4572(1)(b)-(c), F.S. For the purposes of this contract, "Mental health personnel" includes all program directors, professional clinicians, staff members, and volunteers working in public or private mental health programs and facilities who have direct contact

with individuals held for examination or admitted for mental health treatment. Additionally, the provider shall provide employment screening for substance abuse personnel using the standards set forth in Chapter 397, F.S. This includes all owners, directors, and chief financial officers of service providers and all service provider personnel who have direct contact with children receiving services or with adults who are developmentally disabled receiving services.

c. Staffing Changes

The provider shall notify BBCBC, in writing, at least ten (10) calendar days prior to staffing changes regarding the executive leadership positions such as Chief Executive Officer, Chief Operating Officer and Chief Financial Officer pursuant to Rule 65E-14.021(8)(d)5., F.A.C.

d. Subcontractors

The provider shall not subcontract for the provision of any service under this contract.

3. Service Location and Equipment

a. Service Delivery Location

The location of services will be as specified in the Program Description required by Rule 65E-14.021(5)(e)1.c. F.A.C.

b. Service Times

(1) The days and times will be as specified in the Program Description.

(2) The provider shall notify BBCBC, in writing, at least ten (10) calendar days prior to the end of any quarter in which a change in the Program Description occurs, except changes that pertain to primary referral sources, average length of client participation, or staffing levels by type of service delivery position pursuant to Rule 65E-14.021(5)(e)1.c.(I)., F.A.C.

c. Changes in Service Capacity, Admissions, Discharge or Location

The provider shall notify BBCBC, in writing, at least ten (10) calendar days prior to any changes pertaining to service capacity, admissions and discharge criteria, or service locations where services are being provided pursuant to Rule 65E-14.021(5)(e)1.c.(II).F.A.C.

d. Equipment

The Provider shall furnish all appropriate equipment necessary for the effective delivery of the services purchased. Any equipment purchased with SAMH funding must be approved by BBCBC, and if it meets the following criteria, be inventoried and included on the annual **Provider Tangible Property Inventory Form,** found at https://www.myflfamilies.com/service-programs/samh/managing-entities/.

(1) Equipment, furniture, fixtures, motor vehicles, and other personal property of a non-

consumable and non-expendable nature, the original acquisition cost or estimated fair market value of which is $1,000.00 or more, and the expected useful life of which at the time of transfer or purchase is one (1) year or more.

(2) All computers with an expected useful life of which at the time of transfer or purchase is one (1) year or more.

4. Deliverables

a. Services

The provider shall deliver the services specified in and described in the Program Description submitted by the provider and as set forth in, **Exhibit G, Funding Detail.**

b. Records and Documentation

The provider shall protect confidential records from disclosure and protect client confidentiality in accordance with ss. 397.501(7), 394.455(3), 394.4615, and 414.295, F.S., and also the Health Insurance Portability and Accountability Act (HIPAA), and any other applicable State, and Federal laws, rules, and regulations.

c. Reports

(1) The provider shall submit to BBCBC financial and programmatic reports specified in **Exhibit C, Required Reports,** by the timeframes specified.

(2) The provider shall ensure that its audit report will include the standard schedules that are outlined in Rule 65E-14.014, F.A.C.

(3) The provider shall electronically submit data by the 5th of the month following service provision, and specified in the DCF PAM 155-2. The provider shall also:

(a) Ensure that the data submitted clearly documents all client admissions and discharges which occurred under this contract;

(b) Ensure that all data submitted is consistent with the data maintained in the Provider's clients' files;

(c) Review the error report to determine the number of records accepted, updated and rejected. Based on this review, the Provider shall download any associated error files to determine which provider records were rejected and to make sure that the rejected records are corrected and resubmitted;

(d) Resubmit corrected records no later than the next monthly submission deadline; and

(e) In accordance with the provisions of s. 402.73(1), F. S., and rule 65-29.001 F.A.C., corrective action plans may be required for non-compliance, nonperformance, or

unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

(f) Data to be submitted will be:

For Mental Health Clients:

Upon Admission to the program:

- Demographics Forms (DEMO)
- Mental Health Admission Form (PERF)
- Mental Health Immediate Discharge for Consumers not admitted to the program
- Admission FARS for consumers who are admitted to program (on admission, every 6 months and at discharge)

For every service provided:

- Client Specific Services Form (SERV)

Upon Discharge from the program:

- Mental Health Discharge
- Discharge FARS

(4) The Forensic Status Report will be completed monthly and submitted with the invoice by the 10th of the month following the month of services.

(5) Delivery of reports shall not be construed to mean acceptance of those reports. BBCBC reserves the right to reject reports as incomplete, inadequate, or unacceptable.

5. Performance Specifications

a. Performance Measures

(1) The provider shall meet the performance standards and required outcomes specified in **Exhibit D, Substance Abuse and Mental Health Required Performance Outcomes and Outputs**.

(2) The provider agrees that SAMHIS will be the source for all data used to determine compliance with treatment related performance standards and outcomes in **Exhibit D, Substance Abuse and Mental Health Required Performance Outcomes and Outputs**. The provider shall submit all service related data for clients funded, in whole or in part, by BBCBC funds, or local match.

b. Performance Measurement Terms

DCF PAM 155-2 provides the definitions of the data elements used for various performance measures which are quantitative indicators, outcomes, and outputs used to objectively measure a provider's performance, and contain policies and procedures for submitting the required data.

c. Performance Evaluation Methodology

(1) Providers shall collect information and submit performance data and individual client outcomes in compliance with DCF PAM 155-2 requirements. The specific methodologies for each performance measure may be found at the following website: http://dcfdashboard.dcf.state.fl.us or in Guidance Document 24 at: https://www.myflfamilies.com/service-programs/samh/managing-entities/.

(2) The provider shall have the capability to engage in organized performance improvement activities, and to be able to participate in partnership with performance improvement projects that are related to system wide transformation and improvement of services for individuals and families.

(3) By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the provider fails to meet these standards, BBCBC may allow a reasonable period, not to exceed six (6) months, for the provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of BBCBC within the prescribed time, and if no extenuating circumstances can be documented by the provider to BBCBC's satisfaction, BBCBC must terminate the contract. BBCBC has the sole authority to determine whether there are extenuating or mitigating circumstances.

(4) BBCBC will monitor the standards and outcomes specified in **Exhibit D, Substance Abuse and Mental Health Required Performance Outcomes and Outputs** during the contract period, to determine if the Provider is achieving the levels that are specified.

6. Provider Responsibilities

a. Provider Unique Activities

(1) The provider shall ensure that the invoices submitted to BBCBC reconcile with the amount of funding and services specified in this contract, as well as the provider's agency audit report and client information system.

(2) The provider shall comply with all other applicable federal laws, state statutes and associated administrative rules as may be promulgated or amended. See **Exhibit A, State and Federal Laws, Rules, and Regulations.**

(3) The provider shall be engaged in performance improvement activities to improve its ability to recognize accurate prevalence of co-occurring disorders in its data system.

(4) Upon request the provider shall furnish supporting documentation and make available

source documentation of units billed to BBCBC.

(5) Client Trust Fund

(a) All providers shall submit a letter to BBCBC certifying that they either are or are not the representative payee for Supplemental Security Income, Social Security Administration, Veterans Administration, or other federal benefits on behalf of a client within thirty (30) days of contract/amendment execution or by July 15th of each fiscal year.

b. Coordination with other Providers/Entities

(1) The provider agrees to coordinate services with other providers and state entities rendering services to children, adults, and families as the need is identified by either BBCBC or the provider.

(2) The failure of other providers or entities does not relieve the provider of any accountability for tasks or services that the provider is obligated to perform pursuant to this contract.

(3) The provider hereby agrees to fulfill their designated role in implementing and/or maintaining a system of care with the Community-Based Care providers within their communities through the execution of a BBCBC approved working agreement. The intent of the working agreement is to establish a formal linkage of partnerships with a shared vision for improving outcomes for families involved in the child welfare system by providing integrated community support and services.

(4) The working agreement shall be submitted to BBCBC/ within ninety (90) days of contract execution.

c. Minimum Service Requirements

See **Exhibit A, State and Federal Laws, Rules, and Regulations**

7. BBCBC Responsibilities

a. BBCBC Obligations

(1) Upon written request to BBCBC/ and when deemed necessary by BBCBC, BBCBC agrees to provide technical assistance concerning the terms and conditions of this contract.

(2) BBCBC will participate in the collaborative development and implementation of the working agreement with the Community-Based Care and Substance Abuse and Mental Health providers to ensure the integration of services and support within the community.

b. BBCBC Determinations

BBCBC has exclusive authority to make the final approval of services eligible for payment. If

these determinations involve the management information or fiscal accounting systems, both parties agree that these determination procedures must comply with the provisions of section 394.77, F.S.

c. Monitoring Requirements

(1) The provider shall be monitored in accordance with s. 394.741, F.S., and BBCBC's OP 700-713.

(2) The provider shall be monitored on its performance of all tasks and special provisions of the contract.

C. Method of Payment

See **Exhibit B, Method of Payment**

D. Special Provisions

1. Transportation Disadvantaged

The provider agrees to comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport clients. The provider agrees to comply with the provisions of Children and Families Operating Procedures CFOP 40-5 (CFOP 40-5) Acquisition of Vehicles for Transporting Transportation Disadvantaged Clients if public funds provided under this contract will be used to purchase vehicles which will be used to transport clients.

2. Client Satisfaction Survey

The provider shall conduct client satisfaction surveys pursuant to DCF PAM 155-2.

3. Incident Reports

a. The provider will submit to BBCBC, in writing, information related to client risk prevention and incidents as defined in Children and Families Operating Procedures CFOP 215-6 (CFOP 215-6) Incident Reporting and Client Risk Prevention.

b. All providers (inpatient and outpatient) will report seclusion and restraint events in accordance with 65E-5.180(7)(g) F.A.C.

4. National Provider Identifier (NPI)

a. All providers shall obtain and use an NPI, a HIPAA standard unique health identifier for health care providers.

b. An application for an NPI may be submitted online at https://nppes.cms.hhs.gov/NPPES/StaticForward.do?forward=static.npistart.

c. Additional information can be obtained from one of the following websites:

(1) The Florida Medicaid HIPAA located at:
http://www.fdhc.state.fl.us/hipaa/index.shtml

(2) The National Plan and Provider Enumeration System (NPPES) located at:
https://nppes.cms.hhs.gov/NPPES/Welcome.do

(3) The CMS NPI located at: http://www.cms.hhs.gov/NationalProvIdentStand/

5. Mandatory Reporting Requirements

a. The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident that may involve an immediate or impending impact on the health or safety of a client shall report such incident immediately to BBCBC.

b. Other reportable incidents shall be reported to the Department's Office of Inspector General by completing a Notification/Investigation Request (form CF 1934) and emailing the request to the Office of Inspector General at ig_complaints@dcf.state.fl.us . The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

c. A reportable incident is defined in Children and Families Operating Procedures (CFOP 180-4) Mandatory Reporting Requirements to The Office of The Inspector General.

E. The following exhibits, or the latest revisions thereof, are incorporated in and made a part of the contract.

1. **Exhibit A,** State and Federal Laws, Rules, and Regulations
2. **Exhibit B,** Method of Payment
3. **Exhibit C,** Required Reports
4. **Exhibit D,** Substance Abuse and Mental Health Required Performance Outcomes and Outputs
6. **Exhibit F**, Financial Reporting
7. **Exhibit G**, Funding Detail

State and Federal Laws, Rules, and Regulations

The provider and its subcontractors shall comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to the following:

A2-1 Federal Authority

A2-1.1 Block Grants Regarding Mental Health and Substance Abuse

A2-1.1.1 Block Grants for Community Mental Health Services

42 U.S.C. ss. 300x, et seq.

A2-1.1.2 Block Grants for Prevention and Treatment of Substance Abuse

42 U.S.C. ss. 300x-21 et seq.

45 C.F.R. Part 96, Subpart L

A2-1.2 Department of Health And Human Services, General Administration, Block Grants

45 C.F.R. Part. 96

A2-1.3 Charitable Choice Regulations Applicable to Substance Abuse Block Grant and PATH Grant

42 C.F.R. Part 54

A2-1.4 Confidentiality Of Substance Use Disorder Patient Records

42 C.F.R. Part 2

A2-1.5 Security and Privacy

45 C.F.R. Part 164

A2-1.6 Supplemental Security Income for the Aged, Blind and Disabled

20 C.F.R. Part 416

A2-1.7 Temporary Assistance to Needy Families (TANF)

42 U.S.C. ss. 601 - 619

45 C.F.R., Part 260

A2-1.8 Projects for Assistance in Transition from Homelessness (PATH)

42 U.S.C. ss. 290cc-21 – 290cc-35

A2-1.9 Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act of 1990)

42 U.S.C. ss. 12101 - 12213

A2-1.10 Prevention of Trafficking (Trafficking Victims Protection Act of 2000)

22 U.S.C. s. 7104

2 C.F.R. Part 175

A2-2 Florida Statutes

A2-2.1 Child Welfare and Community Based Care

Ch. 39, F.S.	Proceedings Relating to Children
Ch. 402, F.S.	Health and Human Services: Miscellaneous Provisions

A2-2.2 Substance Abuse and Mental Health Services

Ch. 381, F.S.	Public Health: General Provisions
Ch. 386, F.S.	Particular Conditions Affecting Public Health
Ch. 394, F.S.	Mental Health
Ch. 395, F.S.	Hospital Licensing and Regulation
Ch. 397, F.S.	Substance Abuse Services
Ch. 400, F.S.	Nursing Home and Related Health Care Facilities
Ch. 414, F.S.	Family Self-Sufficiency
Ch. 458, F.S.	Medical Practice
Ch. 464, F.S.	Nursing
Ch. 465, F.S.	Pharmacy
Ch. 490, F.S.	Psychological Services
Ch. 491, F.S.	Clinical, Counseling, and Psychotherapy Services
Ch. 499, F.S.	Florida Drug and Cosmetic Act
Ch. 553, F.S.	Building Construction Standards
Ch. 893, F.S.	Drug Abuse Prevention and Control
S. 409.906(8), F.S. Services	Optional Medicaid Services – Community Mental Health

A2-2.3 Developmental Disabilities

Ch. 393, F.S.	Developmental Disabilities

A2-2.4 Adult Protective Services

Ch. 415, F.S.	Adult Protective Services

A2-2.5 Forensics

Ch. 916, F.S.	Mentally Deficient and Mentally Ill Defendants
Ch. 985, F.S.	Juvenile Justice; Interstate Compact on Juveniles
S. 985.19, F.S.	Incompetency in Juvenile Delinquency Cases
S. 985.24, F.S.	Interstate Compact on Juveniles; Use of detention; prohibitions

A2-2.6 State Administrative Procedures and Services

Ch. 119, F.S.	Public Records

Ch. 120, F.S.	Administrative Procedures Act
Ch. 287, F.S.	Procurement of Personal Property and Services
Ch. 435, F.S.	Employment Screening
Ch. 815, F.S.	Computer-Related Crimes
Ch. 817, F.S.	Fraudulent Practices
S. 112.061, F.S.	Per diem and travel expenses of public officers, employees, and authorized persons
S. 112.3185, F.S.	Additional standards for state agency employees
S. 215.422, F.S.	Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
S. 216.181(16)(b), F.S.	Advanced funds for program startup or contracted services

A2-3 Florida Administrative Code

A2-3.1 Child Welfare and Community Based Care

Ch. 65C-13, F.A.C.	Foster Care Licensing
Ch. 65C-14, F.A.C.	Child-Caring Agency Licensing
Ch. 65C-15, F.A.C.	Child-Placing Agencies

A2-3.2 Substance Abuse and Mental Health Services

Ch. 65D-30, F.A.C.	Substance Abuse Services Office
Ch. 65E-4, F.A.C.	Community Mental Health Regulation
Ch. 65E-5, F.A.C.	Mental Health Act Regulation
Ch. 65E-10, F.A.C.	Psychotic and Emotionally Disturbed Children - Purchase of Residential Services Rules
Ch. 65E-11, F.A.C.	Behavioral Health Services
Ch. 65E-12, F.A.C.	Public Mental Health Crisis Stabilization Units and Short Term Residential Treatment Programs
Ch. 65E-14, F.A.C.	Community Substance Abuse and Mental Health Services - Financial Rules
Ch. 65E-20, F.A.C.	Forensic Client Services Act Regulation
Ch. 65E-26, F.A.C.	Substance Abuse and Mental Health Priority Populations and Services

A2-3.3 Financial Penalties

Ch. 65-29, F.A.C.	Penalties on Service Providers

A2-4 MISCELLANEOUS

A2-4.1 Department of Children and Families Operating Procedures

CFOP 155-10 / 175-40	Services for Children with Mental Health and Any Co-Occurring Substance Abuse or Developmental Disability Treatment Needs in Out-of-Home Care Placements
CFOP 155-11	Title XXI Behavioral Health Network
CFOP 155-47	Processing Referrals From The Department Of Corrections
CFOP 215-6	Incident Reporting and Analysis System (IRAS)

A2-4.2 Standards applicable to Cost Principles, Audits, Financial Assistance and Administrative Requirements

S. 215.97, F.S.	Florida Single Audit Act
S. 215.971, F.S.	Agreements funded with federal or state assistance
Comptroller's Memorandum No. 03 (1999-2000)	
	Florida Single Audit Act Implementation
CFO's Memorandum No. 03 (2014 - 2015)	
	Compliance Requirements for Agreements
2 C.F.R., Part 200	Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at https://federalregister.gov/a/2013-30465
2 C.F.R., Part 300	Department of Health and Human Services - Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Adoption of 2 C.F.R. Part 200
45 C.F.R., Part 75	Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards

A2-4.3 Data Collection and Reporting Requirements

S. 394.74(3)(e), F.S.	Data Submission
S. 394.9082, F.S.	Behavioral health managing entities
S. 394.77, F.S.	Uniform management information, accounting, and reporting systems for providers
S. 397.321(3)(c), F.S.	Data collection and dissemination system
DCF PAM 155-2	Mental Health and Substance Abuse Measurement and Data

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A. Method of Payment

1. Payment Clauses

a. This is a fee-for-service contract based on a negotiated schedule of rates (unit cost). BBCBC shall pay the provider for the delivery of service units provided in accordance with the terms and conditions of this contract for a total dollar amount not to exceed **$43,971.00**, subject to the availability of funds. The unit prices are listed on **Exhibit G, Funding Detail.**

b. Aftercare, Intervention, Outpatient, Comprehensive Community Service Teams (Mental Health), and Recovery Support Services (Substance Abuse) are eligible for special group rates. Group services shall be billed on the basis of a contact hour, at a maximum of 25% of the contract's established rate for the individual services for the same cost center. Excluding Outpatient, total hourly reimbursement for group services shall not exceed the charges for ten individuals per group. Group size limitations outlined in the current Medicaid Handbook apply to Outpatient group services funded under this contract.

c. Pursuant to s. 394.76(3), Florida Statutes (F.S.), The Provider agrees to provide local matching funds per Template 9 -Local Match Calculation Form at http://www.myflfamilies.com/service-programs/substance-abuse/managing-entities .

d. In accordance with the provisions of s. 402.73(1), F.S., and Rule 65-29.001, Florida Administrative Code (F.A. C.), corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

2. Additional Release of Funds

BBCBC may approve the release of more than the monthly prorated amount when the provider submits a written request justifying the release of additional funds, if funds are available and services have been provided.

3. Compensation and Funding Sweep

a. The ME, at its sole discretion and subject to availability of funds, may pay the network provider, in whole or in part, for uncompensated units of service provided during the fiscal year. The ME's obligation to pay is contingent upon an annual appropriation by the legislature and the contract between the ME and the Department. Any costs or services eligible to be paid for under any other contract or from any other source are not eligible for payment.

b. The network provider agrees that at the sole discretion of the ME and at such time and upon terms, conditions or criteria set by the ME, a review of the funding utilization rate or pattern of the provider may be performed by the ME. Based upon such review, if it is determined that the rate of utilization may result in a lapse of funds, the ME may amend the network provider's total amount of funding in order to prevent the potential lapse. The network provider's funding may be reduced and/or reallocated within the system of care, as

determined by the ME at its sole discretion, in order to meet the changing needs of the system of care. The ME will notify the network provider in writing of the reduction and/or reallocation prior to any amendments to the total amount of funding or adjustments to funding.

4. Medicaid Billing

a. BBCBC is always the payor of last resort. BBCBC and the provider specifically agree that BBCBC is never a liable third party for Medicaid eligible services provided to individuals that meet the eligibility criteria for Medicaid. Authorized provider services shall be reimbursed in the following order of precedence:

(1) Any liable first, second, and/or third party payors, then
(2) Medicaid, pursuant to s. 409.910, F.S., if the individual meets the eligibility criteria for Medicaid, and the service is Medicaid eligible, then
(3) BBCBC (only if none of the above are available or eligible for payment).

b. The provider shall identify and report Medicaid earnings separate from all other fees;

c. Medicaid earnings cannot be used as local match;

d. The provider shall ensure that Medicaid payments are accounted for in compliance with federal regulations;

e. In no event shall both Medicaid and BBCBC be billed for the same service;

f. The provider operating a residential treatment facility licensed as a crisis stabilization unit, detoxification facility, short-term residential treatment facility, residential treatment facility Levels 1 or 2, or therapeutic group home that is greater than 16 beds is not permitted to bill or knowingly access Medicaid Fee For-Service programs for any services for individuals eligible for Medicaid while in these facilities;

g. The provider operating a children's residential treatment center of greater than 16 beds is not permitted to bill or knowingly access Medicaid Fee-For Service programs for any services for individuals meeting the eligibility criteria for Medicaid in these facilities except as permitted under the Medicaid State Inpatient Psychiatric Program Waiver.

h. The provider shall assist individuals receiving services who need assistance and who meet the eligibility criteria for Medicaid to make application including assistance with medical documentation required in the disability determination process; and

i. The provider agrees to assist individuals eligible for Medicaid covered by a Medicaid capitated entity who need and request assistance to obtain covered mental health services that the treating provider considers to be medically necessary. This assistance shall include assisting clients in appealing a denial of services.

5. Payments from Medicaid Health Maintenance Organizations, Prepaid Mental Health Plans, or Provider Services Networks.

The provider agrees that payments from a health maintenance organization, prepaid mental health plan, or provider services network will be considered to be "third party payer" contractual fees as defined in Rule 65E-14.001(2)(x), F.A.C. Services which are covered by the sub capitated contracts and provided to persons covered by these contracts must not be billed to BBCBC.

6. Temporary Assistance to Needy Families (TANF) Billing

a. The provider's attention is directed to its obligations under applicable parts of Part A or Title IV of the Social Security Act and the provider agrees that TANF funds shall be expended for TANF participants as outlined in the Incorporated Document 17 **Temporary Assistance for Needy Families (TANF) Funding Guidance** found at https://www.myflfamilies.com/service-programs/samh/managing-entities/ and the TANF State Plane found at http://www.dcf.state.fl.us/programs/access/docs/TANF-Plan.pdf

b. The contract shall specify the unit cost rate for each cost center contracted for TANF funding, which shall be the same rate as for non-TANF funding, but the contract shall not specify the number of TANF units or the amount of TANF funding for individual cost centers.

7. Invoice Requirements

a. Utilizing the provider electronically submitted treatment data, due by the 5th calendar day of the month following service provision as described in Attachment I of this contract, BBCBC will develop electronic draft invoices for providers. The invoices will be developed utilizing the following hierarchy:

(1) Availability based Other Cost Accumulator (OCA) codes and/or cost centers will be calculated to pay the prorated monthly amount (1/12th of contractual budget);

(2) All restricted OCA codes will be paid up to available data and budget. Priority will be given to certain specifically identified OCA codes;

(3) Unrestricted OCA codes will be paid up to available data, budget and remaining monthly prorated share after payment for restricted OCA codes has occurred.

b. Upon completion of draft invoice, BBCBC will send the invoice to the Provider for review and approval. If invoice corrections and/or adjustments are needed, the provider will have until the 10th of the month to work with BBCBC to make any changes. This may include additional data submission, changes to payments for cost centers, incidental additions and other necessary changes. Upon approval of the draft invoice as well as submission of all required backup documentation and the signed Provider attestation, BBCBC will proceed with processing the invoice for payment.

c. In the event that a Provider's data submission is late, the invoices may be processed with the subsequent month's invoice and available data and shall result in a delay in payment. In no event, regardless of the cause or circumstance, shall BBCBC be responsible or liable

for payment of any invoice submitted to BBCBC more than ninety (90) calendar days after the end of the month.

d. Pursuant to 65E-14.021(10)(b)6.b., F.A.C. , the year-to-date number of units of service reported on a request for payment or any associated worksheet shall not exceed the total number of units reported and accepted in SAMHIS per PAM 155-2 and pursuant to Rule 65E-14.022, F.A.C.

e. Pursuant to 65E-14.021(7)(e) 1.F.A.C., the provider shall establish procedures for documenting and reporting service events in such a manner as to provide a clear and distinguishable audit trail. Such procedures shall ensure that documents and reports are complete and accurate, service documentation requirements are met for each Covered Service, and the department is not billed for unallowable units or more units than are eligible to be paid.

f. Pursuant to 65E-14.021 (7)(a) 2. F.A.C., any costs or service units paid for under any other contract or from any other source are not eligible for payment. The provider must subtract all units which are billable to Medicaid, and all units for client services paid from other sources, including Social Security, Medicare payments, and funds eligible for local matching which include patient fees from first, second, and third-party payers, from each monthly request for payment. For services provided based on bed-day availability, the provider must report any payments received from all other sources on the "Schedule of Bed-Day Availability" at the end of the fiscal year and refund any overpayment.

g. If no services are due to be invoiced from the preceding month, the provider shall submit a written document to BBCBC indicating this information within 10(10) days following the end of the month.

h. Provider must submit on a monthly basis, with the invoice, supporting documentation of any incidental funds paid that month. Documentation must be submitted in an orderly fashion for tracking and testing purposes and include copies of approvals when appropriate, receipts and/or proof of payment. (An example of "orderly fashion" would include: a listing of each incidental charged for the month in service date order with backup documentation being submitted in the same order as the incidental items included on the listing).

8. Supporting Documentation

a. The provider agrees to maintain service documentation for each service billed to BBCBC pursuant to this contract. Proper service documentation for each cost center is outlined in Rule 65E-14.021(7), F.A.C.,

b. The provider shall maintain documentation to support all units billed to BBCBC and units subtracted for BBCBC client services on each monthly request for payment.

c. BBCBC and the State's Chief Financial Officer reserve the right to request supporting documentation at any time after actual units have been delivered.

9. Surplus Revenue

Upon termination of this contract, or at the end of Fiscal Year, whichever comes first, a Financial Report must be generated from a detail general ledger accounting system. The financial statement must be in the form of a schedule of revenue and expenditures, budget to actual, and must be on the accrual basis of accounting. If the report provided in not in a format generated directly from a general ledger accounting system, then the provider must submit supporting documentation from a general ledger accounting system that reconciles to the financial report. The provider will be expected to return surplus resources (revenues greater than allowable expenditures) to BBCBC.

REQUIRED REPORTS

Report	Delivery Format	Frequency/Due Date	Send to:	Required Y/N
Deaf and Hard of Hearing Compliance Report/Auxiliary Aid	E-mail confirmation of electronic submission see Section 6 for details	Monthly by the 3rd business day	mecontracts@bigbendcbc.org	N
Agency Single-Point of Contact for DHH	E-mail of confirmation of name and contact information	Within 14 days of contract begin date	mecontracts@bigbendcbc.org	N
Response to Monitoring Reports and Corrective Action Plans	E-Mail	30 days post receipt of final report	mecontracts@bigbendcbc.org	Y
Program Description CF-MH 1045	E-Mail	Prior to contract execution and by October 1 thereafter if requesting rate changes, and as required per Financial Reporting Exhibit	mecontracts@bigbendcbc.org	Y
Financial Audit and Compliance Report and 4 additional schedules as requried by Rule 65E-14.003(2)(a) F.A.C.	Hard Copy and E-mail	Annually within 180 days of Provider's fiscal year end	Hard copy to BBCBC administrative offices and electronic to mecontracts@bigbendcbc.org	Y
Quarterly Financial Report Budget to Actuals	E-mail-Electronic template	Quarterly by October 30, January 30, April 30 and July 15	mecontracts@bigbendcbc.org	Y
Civil Rights Compliance Checklist	E-mail-Electronic template found on the Department website www.dcf.state.fl.us	Within 15 days of contract execution and annually thereafter by May 1	mecontracts@bigbendcbc.org	Y
Emergency Preparedness Plan	E-Mail	Within 15 days of contract execution and annually by May 1	mecontracts@bigbendcbc.org	Y
General Liability Insurance Certificate	E-Mail	Upon or before contract execution and upon insurance renewal	mecontracts@bigbendcbc.org	Y
Proof of Accreditation	E-Mail	Within 30 days of contract execution and upon renewal of certification	mecontracts@bigbendcbc.org	N
Notification of Criminal Investigation involving Agency	E-Mail	Within 15 days of notice	mecontracts@bigbendcbc.org	Y
Incident Report	Electronic to IRAS –Incident Reporting and Analysis System	In Accordance with DCF's CFOP 215-6	IRAS	Y
Current Agency Licenses	E-Mail	Within 15 days of contract execution and upon license renewal	mecontracts@bigbendcbc.org	N
Match Reports per 65E-14.0005 with supporting documentation included	E-Mail using Inc. Doc. 30	Quarterly by October 30, January 30, April 30 and July 15	mecontracts@bigbendcbc.org	Y
Sliding Fee Scale	E-Mail	Within 30 days of contract execution and annually on May 1.	mecontracts@bigbendcbc.org	N

REQUIRED REPORTS

Report	Delivery Format	Frequency/Due Date	Send to:	Required Y/N
Waiting List	Electronic to SAMHIS	As required in PAM-155-2	SAMH data base or BEHAVIX	N
Monthly Forensic Report	E-Mail	Monthly by the 10th of the month	mecontracts@bigbendcbc.org	Y
Monthly Conditional Release Forensic Report	E-Mail	Quarterly within 15 days of end of quarter	mecontracts@bigbendcbc.org	N
Staff Recruitment Plan for racial and ethnic parity with client base	E-Mail	Within 90 days of contract execution	mecontracts@bigbendcbc.org	N
Cost Allocation Plan as required by Rule 65E-14.021(5)(b)	E-Mail	Within 30 days of initial contract execution, by April 1, 2016 if requesting rate changes for 16/17, and by March 15 thereafter for July 1 implementaion	mecontracts@bigbendcbc.org	Y
Alternative Projected Operating and Capital Budget Report CF-MF 1042	E-Mail template CF-MH 1042	Prior to contract execution and by March 15 thereafter if requesting rate changes for July 1 implementaion , and as required per Financial Reporting Exhibit	mecontracts@bigbendcbc.org	Y
Agency Service Capacity Report CF-MH 1043	E-Mail template CF-MH 1043	Prior to contract execution and by March 15 thereafter if requesting rate changes for July 1 implementaion , and as required per Financial Reporting Exhibit	mecontracts@bigbendcbc.org	Y
Schedule of Reveunes and Expenses CF-MH 1037	E-Mail excel CF-MH 1037	On or before Dec.31 and per Financial Reporting Exhibit	mecontracts@bigbendcbc.org	Y
Quaterly Financial Report	E-Mail	On or before October 31, January 31 and April 30, with the final report due July 31 per Financial Reporting Exhibit	mecontracts@bigbendcbc.org	Y
List of Assisted Living Facility Cooperative Agreements	E-Mail	Within 30 days of contract execution and annually by July 1	mecontracts@bigbendcbc.org	N
Subcontracts	E-Mail	Prior to execution of subcontract	mecontracts@bigbendcbc.org	N
Prevention - Program Evaluation Instrument Level I and Level 2	Electronic	Within 5 business days of start of FY	in PBPS system (if available or hard copy if not to BBCBC mecontracts@bigbendcbc.org)	N
PPG-Prevention – Invoice Support Report	E-Mail	Submitted with monthly invoice	mecontracts@bigbendcbc.org	N
Annual Report for HIV Early Intervention Services, SAPT Block Grant Set Aside Funded Services Only	E-Mail	Upon Request	mecontracts@bigbendcbc.org	N

REQUIRED REPORTS

Report	Delivery Format	Frequency/Due Date	Send to:	Required Y/N
Annual Report for Evidenced-based Injection Drug User Outreach Services, SAPT Block Grant Mandate, Designated Providers Only	E-Mail	Upon Request	mecontracts@bigbendcbc.org	N
Annual Report for Pregnant Women and Women With Dependent Children SAPT Block Grant Set Aside Funded Services Only	E-Mail	Upon Request	mecontracts@bigbendcbc.org	N
TANF Program Logs and Service Data	E-Mail/Hard Copy	Monthly with Invoice	Monthly with Invoice	N
PATH Annual Report	E-Mail	by September 1	mecontracts@bigbendcbc.org	N
Aggregate Payor Class Report for designated receiving facilities	E-Mail in Required Report Format	No later than 90 days following the end of the facility's fiscal year	As directed by DCF/SAMH Headquarters and mecontracts@bigbendcbc.org	N
Client Trust Fund Representative Payee Determination/Certification Letter	E-Mail	Within 30 days of contract execution/amendment and annually by July 15	mecontracts@bigbendcbc.org	N
List of MOU(s) with local Federally Qualified Health Centers (FQHCs)	E-Mail	1-May	mecontracts@bigbendcbc.org	N
MSS/FIS Monthly Report and supporting documentation	E-Mail	Monthly with Invoice	mecontracts@bigbendcbc.org	N
FACT Enhancement Reconciliation Report	E-Mail	Quarterly within 15 days of end of quarter	mecontracts@bigbendcbc.org	N
FACT Ad Hoc Quarterly Report	E-Mail	Quarterly within 15 days of end of quarter	mecontracts@bigbendcbc.org	N
FACT Monthly Enrollment Report	E-Mail	Monthly with Invoice	mecontracts@bigbendcbc.org	N
FACT Monthly Vacant Position Report	E-Mail	Monthly with Invoice	mecontracts@bigbendcbc.org	N
BNET Alternative Services Provision, Pharmaceuticals Only	E-Mail	Monthly with Invoice	mecontracts@bigbendcbc.org	N
BNET Alternative Services Provision, Other than Pharmaceuticals	E-Mail	Monthly with Invoice	mecontracts@bigbendcbc.org	N
BNET Statement of Program Cost	E-Mail	Annually by September 1	mecontracts@bigbendcbc.org	N
Pregnant and Post-Partum High Risk Women Report	E-Mail	Monthly with Invoice	mecontracts@bigbendcbc.org	N
Supporting Documentation for Staff Time in Outreach	E-Mail	Monthly with Invoice	mecontracts@bigbendcbc.org	N

EXHIBIT C
REQUIRED REPORTS

Report	Delivery Format	Frequency/Due Date	Send to:	Required Y/N
National Voter Registration Report	E-Mail	Quarterly by September 30 for Jun. 16 to 1-Sept.15, December 30 for Sept. 16-Dec.15 , March 30 for Dec. 16 to Mar. 15, June 30 for Mar.16 to Jun. 15	mecontracts@bigbendcbc.org	N

Exhibit D
Substance Abuse and Mental Health Required Performance Outcomes and Outputs

Provider Name: Escambia County BOCC Contract #: A0150 Date: 7/1/2019 Amendment #: 18

Table 1 - Network Service Provider Measures				
Target Population and Measure Description			Target	Required
Adult Mental Health				
MH003	**a.**	Average annual days worked for pay for adults with severe and persistent mental illness	40	N/A
MH703	**b.**	Percent of adults with serious mental illness who are competitively employed	24%	N/A
MH742	**c.**	Percent of adults with severe and persistent mental illnesses who live in stable housing environment	90%	N/A
MH743	**d.**	Percent of adults in forensic involvement who live in stable housing environment	67%	YES
MH744	**e.**	Percent of adults in mental health crisis who live in stable housing environment	86%	N/A
Adult Substance Abuse				
SA058	**a.**	Percentage change in clients who are employed from admission to discharge	10%	N/A
SA754	**b.**	Percent change in the number of adults arrested 30 days prior to admission versus 30 days prior to discharge	15%	N/A
SA755	**c.**	Percent of adults who successfully complete substance abuse treatment services	51%	N/A
SA756	**d.**	Percent of adults with substance abuse who live in a stable housing environment at the time of discharge	94%	N/A
Children's Mental Health				
MH012	**a.**	Percent of school days seriously emotionally disturbed (SED) children attended	86%	N/A
MH377	**b.**	Percent of children with emotional disturbances (ED) who improve their level of functioning	64%	N/A
MH378	**c.**	Percent of children with serious emotional disturbances (SED) who improve their level of functioning	65%	N/A
MH778	**d.**	Percent of children with emotional disturbance (ED) who live in a stable housing environment	95%	N/A
MH779	**e.**	Percent of children with serious emotional disturbance (SED) who live in a stable housing environment	93%	N/A
MH780	**f.**	Percent of children at risk of emotional disturbance (ED) who live in a stable housing environment	96%	N/A
Children's Substance Abuse				
SA725	**a.**	Percent of children who successfully complete substance abuse treatment services	48%	N/A
SA751	**b.**	Percent change in the number of children arrested 30 days prior to admission versus 30 days prior to discharge	20%	N/A
SA752	**c.**	Percent of children with substance abuse who live in a stable housing environment at the time of discharge	93%	N/A

Exhibit D
Substance Abuse and Mental Health Required Performance Outcomes and Outputs

Provider Name: Escambia County BOCC Contract #: A0150 Date: 7/1/2019 Amendment #: 18

	Table 2 Network Service Provider Output Measures – Persons Served For Fiscal Year	
	Service Category	**FY Target**
Adult Mental Health	**Residential Care**	N/A
	Outpatient Care-Forensic	60 unduplicated
	Crisis Care	N/A
	State Hospital Discharges	N/A
	Peer Support Services	N/A
Children's Mental Health	**Residential Care**	N/A
	Outpatient Care	N/A
	Crisis Care	N/A
	SIPP Discharge	N/A
Adult Substance Abuse	**Residential Care**	N/A
	Outpatient Care	N/A
	Detoxification	N/A
	Women's Specific Services	N/A
	Injecting Drug Users	N/A
Children's Substance Abuse	**Residential Care**	N/A
	Outpatient Care	N/A
	Detoxification	N/A
	Prevention	N/A

FINANCIAL REPORTING

Rate Setting

As part of the rate setting process, BBCBC will perform an annual review of currently implemented contract rates. During this review, BBCBC will take into account the audited data on actual revenues and expenditures. Any rate adjustments determined by BBCBC will be effective July 1 of each year.

Annually BBCBC requests that subcontractors submit new budgets by October 1. In the event a subcontractor is requesting a new rate or requesting an adjustment in excess of 10% of the currently established rate, the subcontractor must submit the required reports named below.

In addition to the annual renewal submission, subcontractors may request new rates or adjustment of current rates, if there is a significant increase in restricted funding sources. Subcontractors requesting a new rate associated with a significant increase in restricted funding, must submit the required reports below within thirty (30) days of receipt of the allocated funding change from BBCBC.

All Annual Budgets and Rate change requests must be supported by the following Rule 65E-14.21(5)(e)1, Florida Administrative Code (F.A.C.) reports in an excel format:

CF-MH-1042 SAMH Projected Operating and Capital Budget (as modified on the attached excel template to include the Personnel Data Report tab) and must include a budget narrative;
CF-MH-1043 Agency Capacity Report;
CF-MH 1045 Program Description;

All documents must be completed to include both the Program (i.e., child mental health, adult mental health, child substance abuse, adult substance abuse) and Cost Center. **In addition, the Personnel Data Report tab must reconcile by cost center to the information included on the Projected Operating and Capital Budget CH-MH-1042**.

Indirect/Administrative Rates Included in Budgets

Effective July 1, 2018, subcontractor shall ensure the indirect/administrative cost does not exceed the following:

- If applicable; Subcontractor's federal indirect cost rate awarded by the cognizant federal awarding agency; or
- The Federally recognized indirect cost rate of up to ten percent (10%) of modified total direct cost (MTDC), as identified by Title 2 Code of Federal Regulation (CFR) part 200.414, *(Indirect F&A Costs).*

Title 2 CFR part 200.68 defines MTDC as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital

expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Cost Allocation Plan

The Subcontractor shall develop and submit a certified Cost Allocation Plan (CAP) in accordance with 45 CFR Part 95 Subpart E and Rule 65E-14.021 (5)(b), F.A.C. The CAP must:

1. Describe the procedures used to identify, measure and allocate all costs to each of the specific programs/services operated by the subcontract.
2. Conform to the accounting principles and standards prescribed in the Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards prescribed in Title 2 of the CFR and Rule 65E-14.017, F.A.C.
3. Be promptly amended and submitted if any of the following events occur:
    a. The procedures shown in the existing CAP become outdated because of organizational changes, changes in Federal law or regulations, or significant changes in program levels, affecting the validity of the current CAP procedures.
    b. The subcontractor, Managing Entity (ME) or Department discovers a material defect in the CAP.
    c. Any changes to the allocation basis or procedures in the current CAP.

If there is no need for the Subcontractor to submit a revised CAP or amendment by the end the state fiscal year, the Subcontractor shall submit an annual statement to the ME certifying the current CAP is still valid.

Annual Audit Review

As required by Rule 65E-14.003, F.A.C., CF-MH 1037 Actual Expense and Revenues Schedule by program and cost center (example: Mental Health - Case Management) for the previous state fiscal year ending June 30, XXXX must be submitted on or before December 31 in excel format. This schedule must reconcile to the annual audited financial statements and include all supporting documentation used in the reconciliation. If the audited financial statements are on a different fiscal year than the state fiscal year ending June 30, XXXX, the CF-MH 1037 Actual Expense and Revenues Schedule by program and cost center must be supported by financial records obtained from the provider's general ledger accounting system and must reconcile to these documents.

Quarterly Financial Statements

Subcontractors with non-SAMH contracts, i.e. BNet, FIT, PATH, FEPT/EPIC, PPG, PFS, (those that are not unit based), will provide quarterly financial statements by Program Type to be generated from their detailed general ledger accounting system. The quarterly financial statements must be in the form of a schedule of revenues and expenditures, budget to actual, and must be on the accrual basis of accounting. If the reports provided are not in a format generated directly from the Subcontractor's general ledger accounting system, then the Subcontractor must provide supporting reports from the general ledger accounting system that reconcile to the reports provided. The quarterly financial statements are due on or before October 31, January 31 and April 30, with the final report due July 31, for the quarters ending

September 30, December 31, March 31, and June 30, respectively. These quarterly reports should include year to date information for each quarter submitted in excel format.

Cost Benefit Analysis

BBCBC conducts a cost benefit analysis during the review of quarterly financials, the review of the annual financial audit report, as well as a review of the Rate Change Request forms identified in the Rate Setting section above and submitted by Subcontractors when substantial changes in service delivery or funding occurs, and when a Subcontractor requests a new rate or rate change. These reviews provide the basis to insure that no Subcontractor is paid in excess of the competitive prevailing rates.

BBCBC will document and maintain the review of the cost benefit analysis and all elements for analyzing whether the costs are allowable, reasonable, and necessary.

Match

If applicable, non-SAMH unit based subcontracts should submit quarterly match reports on the provided match reporting template. Quarterly reports are due on or before July 31, October 31, January 31, and April 30 for the quarters ending June 30, September 30, December 31, and March 31 and should represent year to date data.

Annually, BBCBC will submit an estimated Substance Abuse and Mental Health Local Match Calculation Form to SAMH unit based subcontractors advising providers of their estimated match based on annualized awarded budgeted dollars for SAMH funded contracts. Annually, on or about, September 30, BBCBC will submit a final Substance Abuse and Mental Health Local Match Calculation Form. Subcontractors must complete the section entitled Local Matching Funds Provided on the final Substance Abuse and Mental Health Local Match Calculation Form and resubmit to BBCBC no later than October 31 of each year. This match reporting form should be certified and should reconcile to the Subcontractor's annual financial statement audit.

Escambia Cty Board of Cty Commissioner

Network Manager: Felicia Wilhelmy

Primary Provider Contract Manager: Harold Coats - Secondary Provider Contract Manager: NONE

Contract Period: 07/01/2015 Through 06/30/2021 Funding Types: AMH

Printed 10/09/2019 8:33 AM By Felicia Wilhelmy, Big Bend CBC

Contract State: ALL	
Contract Status: Completed	*Total Contract Amount:* $ 43,971.00
Last Date Updated: 10/07/2019	*Service(s) Contracted:*
Original Submission Date: 10/07/2019	Mental Health Court Escambia County

Mental Health Adult (A0150 - 1)

OCA's and Cost Centers:		***Funding***	***Unit Cost***	***Units***	***Bed Count***
MHAFP -- For Profit - AMH		**$ 43,971.00**			
	OCA Variance:	$ 0.00			
MHAFP -- For Profit -PS -AMH		$ 43,971.00			
02 -- Case Management		$ 43,971.00	$ 35.12	1252.02	
	Total OCA Funding:	**$ 43,971.00**			
	Cost Center Total:	$ 43,971.00			
	Cost Center Variance:	$ 0.00			
	Overall Variance:	$ 0.00			

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17283 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Affiliation Agreement Between University of Central Florida and Escambia County,FL
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Affiliation Agreement Between the University of Central Florida and Escambia County, Florida - William R. Powell, Director of Corrections

That the Board take the following action concerning the Affiliation Agreement between the University of Central Florida and Escambia County, Florida:

A. Approve the Affiliation Agreement between the University of Central Florida and Escambia County, Florida, that provides for a comprehensive learning experience for participating students from the University of Central Florida's School of Social Work within the professional setting of the Escambia County Corrections Department; and

B. Authorized the County Administrator to execute the Agreement.

[Funding: The partnership established by this Agreement will not result in additional costs to the County or the University of Central Florida]

BACKGROUND:

In an attempt to create a partnership between the University of Central Florida and Escambia County that will result in increased interest for those careers available within the Escambia County Department of Corrections, the Department is requesting the approval of an Affiliaton Agreement. The approval of the referenced Agreement will result in a collaborative partnership between the County and the University of Central Florida's School of Social Work.

BUDGETARY IMPACT:

The partenship established by this Agreement will not result in additional costs to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has certified that the Agreement is in order and legally sufficient.

PERSONNEL:

The Escambia County Department of Corrections has designated the Director of Mental Health, Jennifer Zinter as the preceptor for the program.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation complies with County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of all Agreements/Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval, the Director of Mental Health, Jennifer Zinter, will coordinate with the University of Central Florida in order to implement the terms of this Agreement.

Attachments

UCF Affiliation Agreement

AFFILIATION AGREEMENT BETWEEN

THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

School of Social Work

And

Escambia County, Florida

THIS AFFILIATION AGREEMENT, entered into between the **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, hereinafter "University", on behalf of the School of Social Work, and **Escambia County, Florida by and through its Department of Corrections** hereinafter "Affiliate."

WITNESSETH:

WHEREAS, Affiliate provides social work services at the Escambia County Jail;

WHEREAS, the University is desirous of utilizing facilities of the Affiliate for students enrolled in social work courses of the School of Social Work (hereinafter referred to as "Students"); and

WHEREAS the Affiliate has such facilities and is desirous of cooperating with the University in making them available for educational purposes ("field placement") during a planned program of social work experiences;

NOW THEREFORE, in consideration of the premises and mutual understandings herein stated, the parties hereto agree as follows:

A. THE UNIVERSITY AND AFFILIATE JOINTLY AGREE:

1. During the term of this Agreement**,** the Affiliate will allow the University to use its facilities for the teaching of social work to Students enrolled in the School of Social Work at the University as specifically provided herein.

2. The term of this Agreement shall commence on January 6, 2020 and shall remain in effect for a period of five (5) years**,** unless either party desires to cancel such Agreement at any time. The terminating party shall give the other party thirty (30) days written notice of its intention to terminate this Agreement, with or without cause. If such notice is given, this Agreement shall terminate:

a) At the end of the 30-day notice, or
b) When the students have completed their respective courses of study under the Program, whichever occurs last.

3. The Affiliate and University shall cooperate in the placement of Students, with each sharing responsibility for the final selection of Students. The Affiliate has no obligation to work with Students who are initially considered to be, or are later found to be, unsuited to the Affiliate.

4. The Affiliate and University reserve the right to withhold assignment of Students during the placement period if changes within the University's School of Social Work or the Affiliate present inadequate learning situations.

5. The University's College of Health Professions & Sciences shall maintain professional liability insurance with limits of one million dollars per occurrence and three million dollars in the aggregate covering students engaged in a field education placement course. This policy is designed to provide coverage for the student for professional liability arising out of their assignment under this Agreement. University will provide a certificate of insurance to Affiliate. Students will also be advised to maintain their own personal health and accident insurance coverage.

6. During this Agreement, neither party shall discriminate against any person because of race, color, gender, religion, national or ethnic origin, disability or marital or veteran status.

7. The relationship of the parties to this Agreement shall be an independent contractor relationship and not an agency, employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

9. Each party shall be liable only for its own acts or omissions. Nothing herein will obligate either party to indemnify or in any other way be liable to pay to any person or entity any amount which exceeds the amount(s) for which either party could be liable under the provisions of §768.28, Florida Statutes, and nothing herein will be read as a waiver of sovereign immunity beyond that provided in that cited statute, nor will anything herein be read as increasing the liability of either party to any person or entity beyond those limits of liability for which either party could be held liable under that cited statute.

B. THE UNIVERSITY AGREES:

1. The University will confer with the Affiliate before the placement of any Student in order to establish or to review the purpose, provisions and responsibilities involved in the field placement.

2. The University's Coordinator of Field Education will be available for consultation with the Affiliate as needed concerning the requirements and objectives of the field placement.

3. The University will provide a faculty liaison to the Affiliate who is responsible for monitoring the learning experiences and performance of the Student.

4. Upon receipt of Affiliate's written notice of a student whose work or conduct with clients, patients, or personnel is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient or client services or Affiliate's operations, evaluate such student's conduct and remove the student from Affiliate except as the parties otherwise agree in writing.

5. The University will provide meetings and workshops before and during the term of placement for field instructors and, when assigned, task supervisors. These programs are planned to promote understanding of curriculum of the School of Social Work and to encourage communication and coordination between the Affiliate staff and University faculty responsible for the field placement.

6. The University will ensure that a Florida Department of Law Enforcement, Level 2 criminal background check; a criminal history search of County of Residence Criminal Records; Residence History/Social Security; Nationwide Sexual Offenders Registry; Nationwide Healthcare Fraud and Abuse; U.S. Patriot Act; and Employment Verification have been completed for each student prior to participating in the field placement.

C. THE AFFILIATE AGREES:

1. The Affiliate will designate a **field instructor** for the Student. If a task supervisor is also assigned, the field instructor will coordinate the learning experience with the task supervisor. Additional subsidiary task supervisors should be utilized during the placement period only after consultation with the faculty liaison.

2. The Affiliate will provide time for the field instructor, and task supervisor when assigned, to hold an individual conference with the Student for at least one hour per week. Time is also provided for additional conferences with the Student, Affiliate staff and University faculty, as needed, during the placement term.

3. The Affiliate will provide time for the field instructor, and task supervisor when assigned, to attend field meetings at the University before and during the placement period.

4. The Affiliate will provide access to a telephone and adequate office space that enable the Student to effectively complete requirements for field placement.

5. The Affiliate will provide appropriate learning experiences for the Student, including orientation to the Affiliate, micro and macro work assignments, and other learning activities needed for the satisfactory completion of field placement requirements.

6. The Affiliate will communicate immediately with the faculty liaison any concerns regarding the Student's learning, schedule, or conduct.

7. The determination of the number of Students to be assigned for field placement shall be negotiated between the Affiliate and the University. The Affiliate has the final decision on the number of Students it can accommodate.

D. THE UNIVERSITY WILL REQUIRE THE STUDENT TO AGREE:

1. The Student will follow Affiliate and University policies, procedures, and standards related to requirements for field placement. (For example, the Student is expected to adhere to established Affiliate and University guidelines for reporting absences, updating records, completing reports and other written assignments, providing services and reporting to the Affiliate for the hours and on the days scheduled for field placement.)

2. The Student will complete a final evaluation of the field placement as required by the University.

3. The Student will prepare for participation in regular supervisory conferences with assigned Affiliate staff and University faculty. The Student has the responsibility to act professionally and ethically, to maintain client confidentiality, and to give priority to the clients' rights and needs over his or her own.

4. Students should have their own personal health and accident insurance coverage. Students will be informed by the University that the Affiliate does not cover students under Worker's Compensation.

5. The Student is not an employee or agent of the University or Affiliate and is not entitled to financial remuneration during placement unless otherwise arranged for with the Affiliate and University. Travel to and from the field placement will be paid by the Student.

AGREED TO AND ACCEPTED:

Escambia County, Florida

Signature_____
Janice P. Gilley, County Administrator

Date:_____

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 12-11-2019

University of Central Florida Board of Trustees
4000 Central Florida Boulevard
Orlando, Florida 32816

Signature_____

Date:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17287 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Accept CRA Donation from Gulf Coast Crimestoppers, Inc.
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of CRA Donation from Gulf Coast Crime Stoppers, Inc. - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board accept the CRA donation received in the amount of $12,500 from Gulf Coast Crime Stoppers, Inc., to support 25 LED roadway streetlights for the Oakfield CRA Phase 2 Streetlight Project. This project will provide and enhance safety measures in the Oakfield community.

[Funds will be deposited in Fund 151, CRA Donations, Cost Center 370112]

BACKGROUND:

Gulf Coast Crimestoppers, Inc., is a not-for-profit charitable organization, which has a Board of Directors that consists of civilian and community-minded leaders. Crimestoppers' Board approved and authorized a donation, in the amount of $12,500, to fund 25 LED streetlights in the Oakfield CRA. The Crimestoppers team continues to bring greater awareness to the community relating to crime and improves relationships between police, media, and the community.

On November 7, 2019, the Board approved a Gulf Power Contract for a Street Lighting Project in Oakfield CRA Phase 1 for 187 LED roadway lights. This lighting project will provide for pedestrian, bicyclists, and vehicular safety enhancements in the Oakfield CRA neighborhoods. CRA continues to improve neighborhoods through enhancing the quality of life, meeting the common needs, and promoting a safe and healthy community.

BUDGETARY IMPACT:

Funds have been deposited into Fund 151, CRA Donations, Cost Center 370112.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is required to accept CRA donations and this action is consistent with the Board's goal of capitalizing on alternative revenue source.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Community Redevelopment Agency staff will implement the task and coordinate with appropriate agencies.

Attachments

Backupdoc_Crimestopper_Donation_012020

Clara F Long (CRA)

From: Clara F Long (CRA)
Sent: Monday, September 9, 2019 9:04 AM
To: Michelle Salzman
Subject: RE: Michelle Salzman nice to meet you

Awesome.
I will send you a copy of the map of locations of where we could tag the 25 lights Crimestopper would sponsor today.
Thanks Clara.

From: Michelle Salzman <michelle@sysctl.net>
Sent: Monday, September 9, 2019 8:23 AM
To: Clara F Long (CRA) <cflong@myescambia.com>
Subject: Re: Michelle Salzman nice to meet you

Good morning Clara,

Just checking in on things. The board approved the spending last month and I would like to have an update at this months meeting.

Any status?

Thanks again,

Michelle Salzman



Michelle Salzman

Community Volunteer
Owner, Salz Studio
Cell: 850-207-5024

"Efficiency is the foundation for survival. Effectiveness is the foundation for success. John C. Maxwell"

On Thu, Aug 8, 2019 at 5:23 PM Clara F Long (CRA) <cflong@myescambia.com> wrote:

> Thanks Michelle,
>
> I have requested Gulf Power to do a survey of the needed area in Oakfield and will get back with you with the final quote and process of attaching a sponsor tag on the Pole. Thanks Clara. I really look forward to working with you and your Board.

From: Michelle Salzman <michelle@sysctl.net>
Sent: Thursday, August 8, 2019 1:12 PM
To: Clara F Long (CRA) <cflong@myescambia.com>
Subject: Re: Michelle Salzman nice to meet you

The crime stoppers board just voted and approved to fund 25 lights in the Oak Field area. Looking forward to working with you!

Michelle Salzman

Sent from my iPhone

On Aug 8, 2019, at 11:22 AM, Michelle Salzman <michelle@sysctl.net> wrote:

> Clara,
>
> Thank you for speaking with me today!
>
> Michelle Salzman
>
> Crimestoppers



Michelle Salzman

Community Volunteer
Owner, Salz Studio
Cell: 850-207-5024

"Efficiency is the foundation for survival. Effectiveness is the foundation for success. John C. Maxwell"

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17285 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the following January 7, 2020, action of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Loice B. Jackson, owner of residential property located at 202 Edgewater Drive, Warrington Redevelopment District, each in the amount of $4,766, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

2. The Agreements between Escambia County CRA and Gilbert J. and Julie K. Sharp, owners of residential property located at 10 Rosea Drive, Barrancas Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement windows;

3. The Agreements between Escambia County CRA and Kenneth and Susanne Staruk, owners of residential property located at 16 Northwest Gilliland Road, Warrington Redevelopment District, each in the amount of $2,475, 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 Wanda Woods and Freddie L. Woods, owners of residential property located at 6214 Vicksburg Drive, Oakfield Redevelopment District, each in the amount of $3,486, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

5. The Agreements between Escambia County CRA and David A. York, owner of residential property located at 316 Bryant Road, Warrington Redevelopment District, each in the amount of $2,675, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof; and

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

BACKGROUND:

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for residential properties within the designated CRA areas. A rendering of each project is attached.

On January 7, 2020, at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows: 1. Loice B. Jackson, Warrington TIF, Cost Center 370114, in the amount of $4,766;
2. Gilbert J. and Julie K. Sharp, Barrancas TIF, Cost Center 370116, in the amount of $6,000;
3. Kenneth and Susanne Staruk, Warrington TIF, Cost Center 370114, in the amount of $2,475;
4. Wanda Woods and Freddie L. Woods, Oakfield TIF, Cost Center 370121, in the amount of $3,486; and
5. David A. York, Warrington TIF, Cost Center 370114, in the amount of $2,675.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Agreement_202 Edgewater Drive_January2020
Agreement_10 Rosea Drive_January2020
Agreement_16 Northwest Gilliland Road_January2020
Agreement_6214 Vicksburg Drive_January2020
Agreement_316 Bryant Road_January2020

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **January 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Loice B. Jackson,** (the "Recipient"), owner of residential property located at **202 Edgewater Drive,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$4,766**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$4,766**, which shall be comprised of a cash contribution of **$4,766**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **January 2020**, and the Project shall be complete on or before the **7th** day of **April 2020**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Loice B. Jackson
202 Edgewater Drive
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Loice B Jackson
Loice B. Jackson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of November, 2019 by Loice B. Jackson, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Approved as to form and legal sufficiency.
By/Title:
Date: 11/14/19

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Loice B. Jackson**
Property Address: **202 Edgewater Drive Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Loice B. Jackson	**202 Edgewater Drive**	**37-2S-30-1000-016-006**
An Unmarried Widow	**Pensacola, FL 32507**	

Total Amount of Lien **$4,766**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Loice B. Jackson

Loice B. Jackson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of November, 2019 by Loice B. Jackson, Property Owner. She (__) is personally known to me or (V) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

Notary Seal:

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 11/14/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before (photo taken 11/29/2019)



Replacement roof

202 Edgewater Drive – Loice B. Jackson

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **January 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Gilbert J. and Julie K. Sharp** (the "Recipient"), owner of residential property located at **10 Rosea Drive,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$6,000** which shall be comprised of a cash contribution of **$6,000**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **January 2020**, and the Project shall be complete on or before the **7th** day of **April 2020**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Gilbert J. and Julie K. Sharp
10 Rosea Drive
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/20/19

For Recipient:

_____
Gilbert J. Sharp, Property Owner

_____
Julie K. Sharp, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of November, 2019 by Gilbert J. Sharp, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp. 4-2-23 as identification.

The foregoing instrument was acknowledged before me this 25th day of November, 2019 by Julie K. Sharp, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 8-26-23 as identification.

_____
Signature of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Sherry Duffey
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Gilbert J. and Julie K. Sharp**
Property Address: **10 Rosea Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Windows

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Gilbert J. and Julie K. Sharp Husband and Wife	**10 Rosea Drive Pensacola, FL 32507**	**59-2S-30-1000-016-019**

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Gilbert J. Sharp, Property Owner

Julie K. Sharp, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of November, 2019 by Gilbert J. Sharp, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp 4-22-25 as identification.

The foregoing instrument was acknowledged before me this 25th day of November, 2019 by Julie K. Sharp, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp 7-20-23 as identification.

Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 11/26/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before (taken 11/5/2019)



Replacement Windows

10 Rosea Drive – Gilbert J. and Julie K. Sharp

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **January 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Kenneth and Susanne Staruk,** (the "Recipient(s)"), owner of residential property located at **16 Northwest Gilliland Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$2,475**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,475**, which shall be comprised of a cash contribution of **$2,475**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **January 2020**, and the Project shall be complete on or before the **7th** day of **April 2020**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
Kenneth and Susanne Staruk
16 Northwest Gilliland Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

_____
Kenneth Staruk, Property Owner

_____
Susanne Staruk, Property Owner

Approved as to form and legal sufficiency.
By/Title: _____
Date: 10/15/19

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of November, 2019 by Kenneth Staruk, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 21st day of November, 2019 by Susanne Staruk, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Kenneth and Susanne Staruk**
Property Address: **16 Northwest Gilliland Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Kenneth Staruk and Susanne Staruk Husband and Wife	**16 Northwest Gilliland Road Pensacola, FL 32507**	**50-2S-30-6090-678-031**

Total Amount of Lien **$2,475**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Kenneth Staruk, Property Owner

Susanne Staruk, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of November, 2019 by Kenneth Staruk, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 21st day of November, 2019 by Susanne Staruk, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.
(Notary Seal)

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 11/15/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before (photo taken 10/14/19)



Replacement roof

16 Northwest Gilliland Road – Kenneth and Suzanne Staruk

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **January 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Wanda Woods and Freddie L. Woods** (the "Recipient"), owner of residential property located at **6214 Vicksburg Drive,** Pensacola, Florida, **32503**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$3,486**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$3,486** which shall be comprised of a cash contribution of **$3,486**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **January 2020**, and the Project shall be complete on or before the **7th** day of **April 2020**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts

documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Wanda Woods and
Freddie L. Woods
6214 Vicksburg Drive
Pensacola, FL 32503

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/14/19

For Recipient:

Wanda Woods
Wanda Woods, Property Owner

Freddie L. Woods
Freddie L. Woods, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of November, 2019 by Wanda Woods, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 8-20-25 as identification.

The foregoing instrument was acknowledged before me this 15th day of November, 2019 by Freddie L. Woods, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp. 6.14.25 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Wanda Woods and Freddie L. Woods**
Property Address: **6214 Vicksburg Drive, Pensacola, Florida, 32503**

The "Project" includes the following improvement to the above referenced property:

Replacement Roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Wanda Woods and Freddie L. Woods Unmarried Joint Tenants	**6214 Vicksburg Drive Pensacola, FL 32503**	**28-1S-30-4200-110-005**

Total Amount of Lien **$3,486**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Wanda Woods

Wanda Woods, Property Owner

Freddie L. Woods

Freddie L. Woods, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of November, 2019 by Wanda Woods, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 8-2025 as identification.

The foregoing instrument was acknowledged before me this 15th day of November, 2019 by Freddie L. Woods, Property Owner. She (__) is personally known to me or (✓) has produced FLDL exp. 6-14-25 as identification.

Sherry Duffey

Signature of Notary Public

(Notary Seal)

Sherry Duffey

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 11/14/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before (taken 11/13/2019)



Replacement Roof

6214 Vicksburg Drive – Wanda Woods and Freddie L. Woods

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **January 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **David A. York,** (the "Recipient"), owner of residential property located at **316 Bryant Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$2,675**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,675**, which shall be comprised of a cash contribution of **$2,675**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **January 2020**, and the Project shall be complete on or before the **7th** day of **April 2020**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
David A. York
316 Bryant Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
David A. York, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of November, 2019 by David A. York, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/20/19

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **David A. York**
Property Address: **316 Bryant Road Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
David A. York	**316 Bryant Road**	**50-2S-30-6090-187-010**
A Single Man	**Pensacola, FL 32507**	

Total Amount of Lien **$2,675**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

David A. York, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of November, 2019 by David A. York, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

(Notary Seal)

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title:

Date: 11/20/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before (photo taken 11/21/2019)



Replacement roof

316 Bryant Road – David A. York

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17286 **County Administrator's Report 10. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Cancellation of Residential Rehab Grant Program Liens
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the following January 7, 2020, action of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellations of three Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	Address	Amount
Patricia A. Finley	304 Southeast Kalash Road	$6,000
Sean B. Louden	403 Northwest Syrcle Drive	$4,795
Amron Properties, LLC	805 Arlington Street	$2,695

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellation.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owners.

Attachments

LC_Finley_January 2020

LC_Louden_January 2020

LC_Amron Properties_January 2020

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$6,000** executed by **Patricia A. Finley**, and recorded in Official Record Book **8000** at page **977**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/15/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

10/18/2018 CRA II-1

CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018091996 11/19/2018 4:23 PM
OFF REC BK: 8000 PG: 977 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Patricia A. Finlay	**304 Southeast Kalash Road Pensacola, FL 32507**	**50-2S-30-6090-475-022**

Verified By: [signature] Date: 10/23/2018

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Patricia A. Finlay

Patricia A. Finlay, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of September, 2018 by Patricia A. Finlay, Property Owner. She (✓) is personally known to me or (___) has produced _____ as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

Notary Seal

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____

Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Deputy Clerk

SEAL

Date Executed: 10/18/2018

BCC Approved: 10/18/2018

Approved as to form and legal sufficiency.

By/Title:

Date: 9/10/18

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Warrington District

Patricia A. Finley

304 South East Kalash Rioad

Replacement Windows

Project Total $13,300

Grant Total $6,000



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,795** executed by **Sean B. Louden**, and recorded in Official Record Book **8018** at page **189**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title:
Date: 11/13/15

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

10/18/2018 CAL II-1

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018102280 12/18/2018 10:58 AM
OFF REC BK: 8018 PG: 189 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Sean V. Louden	**403 Northwest Syrcle Drive Pensacola, FL 32507**	**50-2S-30-6090-122-009**

Date: 10/23/2018 Verified By:

Total Amount of Lien **$4,795**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Sean V. Louden, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of September, 2018 by Sean V. Louden, Property Owner. He (__) is personally known to me or (✓) has produced FL Driving Lic as identification.

Signature of Notary Public

Maxwell Rogers

Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: 10/18/2018

BCC Approved: 10/18/2018

Approved as to form and legal sufficiency.

By/Title:

Date: 9/13/18

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Warrington District

Sean V. Louden

403 North West Syrcle Drive

Replacement Windows

Project Total $9,591

Grant Total $4,795



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,695** executed by **Amron Properties, LLC,** and recorded in Official Record Book **8018** at page **187**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title:
Date: 6/15/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

10/18/2018 Att #1

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018102279 12/18/2018 10:58 AM
OFF REC BK: 8018 PG: 187 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program

Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Amron Properties, LLC	**805 Arlington Street Pensacola, FL 32505**	**34-2S-30-0822-005-021**

Date: 10/23/2018 Verified By: [signature]

Total Amount of Lien **$2,695**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Wayne Evers

Wayne Evers, Registered Agent for owner, Amron Properties, LLC

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of September, 2018 by Wayne Evers, Registered Agent. He (__) is personally known to me or (✓) has produced FL DL exp- 2-26-22 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA CO. FL

By: Elizabeth Caruso
Deputy Clerk

Date Executed: 10/18/2018

BCC Approved: 10/18/2018

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/13/18

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Brownsville District

Amron Properties, LLC

805 Arlington Street

Replacement Roof

Project Total $5,390

Grant Total $2,695



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17277 **County Administrator's Report 10. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Authorization for Cumulative Expenditures Over $25,000 in FY2019-2020 for Demolition or Lot Clearing Services
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Authorization for Cumulative Expenditures Over $25,000 in Fiscal Year 2019-2020 for the Department of Natural Resources, for Demolition or Lot Clearing Services - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board authorize cumulative total expenditures over $25,000, in Fiscal Year 2019-2020 to contractors performing demolition or lot clearing services for the Department of Natural Resources, Environmental Enforcement Division, for individual projects of less than $50,000, based on competitive quotes. The request is being made in advance of the cumulative total of expenditures exceeding $25,000 this Fiscal Year for the following vendors:

	Vendor Name	Vendor No.	Approval Amount
1.	Andala Enterprises, Inc.	422299	$80,000
2.	Bellview Site Contractors, Inc.	022702	$50,000
3.	BR Bonner's Hauling, Inc.	020229	$150,000
4.	Castellani Hauling, Inc.	031326	$60,000
5.	Common Area Solutions, Inc.	034266	$50,000
6.	Demolition Pros, LLC	013673	$150,000
7.	Emerald Coast Demolition, LLC	426548	$50,000
8.	HHH Construction of NWF, Inc.	080060	$40,000

9.	Larry Gates Construction	423827	$150,000
10.	Meadows Maintenance, LLC	423915	$150,000
11.	Site and Utility, LLC	420683	$40,000
12.	Southern Girl Botanicals, LLC	194119	$90,000
13.	Carl J Sulaiman, dba Sula Energy Enterprises	426653	$40,000
14.	Webster Construction, Inc.	420065	$40,000
15.	Welt Demolition, LLC	426655	$40,000

[Funding Source: Fund 103, Environmental Code Enforcement Fund, Cost Center 220110, Object Code 53401]

BACKGROUND:

Environmental Enforcement (Code) requests quotes from a pool of qualified contractors for the performance of demolition and lot clearing work throughout the year, as needed. The estimated cost of each individual project is below the mandatory formal bid amount of $50,000. The work is awarded based on the lowest quoted cost. The Demolition and Lot Clearing Contractors are qualified through a formal qualification process administered and maintained by the Office of Purchasing. Based on projected activity in Fiscal Year 2019-2020, it is anticipated the cumulative value of Purchase Orders issued to some of the contractors listed may exceed $25,000.

The vendors listed in the table above are qualified as of December 13, 2019; however, this list is non-exclusive. The Department of Natural Resources Management continues to encourage participation of additional contractors. As additional vendors become qualified, the Department will bring forth agenda items as necessary for the Board's consideration.

BUDGETARY IMPACT:

Funding Source: Fund 103, Environmental Code Enforcement Fund, Cost Center 220110, Object Code 53401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

The Environmental Enforcement Officer identifies the work and obtains the quotes for the operations of demolition and lot clearing. The Office of Purchasing issues the Purchase Order.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17267 **County Administrator's Report 10. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Approve and Authorize the Purchase of REVU Standard from Bluebeam, Inc. for the Building Services Department
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of REVU Standard Electronic Plan Review Software from Bluebeam, Inc., for Building Services - Tim Tolbert, Department Director, Building Services Department

That the Board approve and authorize the purchase of three, one-year subscriptions of REVU Standard electronic plan review software from Bluebeam, Inc., for three computers in the Building Services Department to be utilized by the Building Codes Inspectors and Plans Examiners to allow for the submittal and acceptance of construction drawings in electronic format, with a per subscription cost of $349, and the total price for three subscriptions being $1,047.

[Funding: Fund 406, Building Inspections, Cost Center 250115, Plans Review, Object Code 55201, Operating Supplies]

BACKGROUND:

During Fiscal Year 2017-2018, the Board approved the use of the MyGovernmentOnline (MGO) Software Suite for the use of permit issuance in the Building Services Department. This transition allowed for the electronic application and issuance of building permits and provided a means for future electronic submittal and acceptance of construction drawings.

The Building Services Department is now ready to begin the process of implementing a fully automated plans review system capable of receiving, reviewing, and permitting projects solely on electronically provided construction drawings.

The electronic plans review software service that has successfully been integrated with MyGovernmentOnline to provide this service is REVU Standard from Bluebeam, Inc., and is recommended by South Central Planning and Development Commission (SCPDC), the vendor for MyGovernmentOnline.

The purchase of these three subscriptions of REVU Standard will be for three computer workstations located in the plans room of the Building Services Department and will be utilized by the Plans Examiners and the Building Codes Inspectors.

BUDGETARY IMPACT:

Funds are available in Fund 406, Building Inspections Fund, Cost Center 250115, Plans Review.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, Chapter 46, Article II, Division 3, Section 81, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14174 **County Administrator's Report 10. 9.**
BCC Regular Meeting
Meeting Date: 01/07/2020
Issue: Street Name Approval - "Molino Hills Road" and "Brickton Hills Road"
From: Horace Jones, Director
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Street Name Approval of “Molino Hills Road" and "Brickton Hills Road” - Horace Jones, Development Services Department Director

That the Board approve the street name “Molino Hills Road” for a private road running east off of the 8800 block of North Highway 29, across from Morgan Cemetery Road and approve the street name “Brickton Hills Road” for a private road running north off of the 900 block of Brickton Road, one-half mile east of Warhop Lane. One hundred percent of the property owners signed the petition. These streets are in Commission District 5.

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

BACKGROUND:

One hundred percent of the property owners signed the petition. These streets are in Commission District 5.

BUDGETARY IMPACT:

Cost of two new street signs, which is $446.90, will be funded by the Public Works Department/Transportation and Traffic Division [Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 211201, Object Code 55201]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Work to be accomplished by current staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

The streets are being named pursuant to the Escambia County street naming and numbering Ordinance 86-11, adopted under the authority of Florida Statutes Chapter 125 and 336.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Street Name Petition
Vicinity Map

Escambia County Addressing
3363 West Park Place
Pensacola, Florida 32505
850-595-3458

STREET NAME PETITION

DATE SUBMITTED: 6-5-19

The following Street names have been submitted for approval:

MOLINO HILLS ROAD (PRIVATE)

Streets are located in the area of: Hwy. 29 & MORGAN CEMETERY RD.

DRAW OR SKETCH A DIAGRAM OF THE LOCATION:

ARIAL SUBMITTED

(If the new street name is approved, your address number will also be subject to change.)
The street names are requested by the petitioners listed below:

PETITIONER	ADDRESS	PHONE NUMBER	
NICHOL CAMPBELL	8750 Hwy 29 North	968-1515	SIGN
CALEB CAMPBELL	8770 Hwy 29 North	968-1515	
C.R. CAMPBELL	10391 Old Daisy Lane	968-1515	
Brad Wood	1374 Jasper St.	850.426.7413	

Use back of form for additional signatures, addresses, and phone numbers.
(DO NOT WRITE BELOW THIS LINE – TO BE COMPLETED BY ADDRESS TECH.)

Escambia County Public Safety concurs the street names are not duplicates of any existing street names.

PREFERRED STREET NAME (S): Molino Hills Road

NUMBER OF RESIDENTS: 4

NUMBER OF RESIDENTS WHO SIGNED PETITION 4

PERCENTAGE OF RESIDENTS WHO SIGNED PETITION 100%

COMMISSION DISTRICT, IN WHICH STREET IS LOCATED 5

ADDRESS TECHNICIAN	9-1-1 COORDINATOR	DATE APPROVED
	Andrew Hamilton	07/03/19

Escambia County Addressing
3363 West Park Place
Pensacola, Florida 32505
850-595-3458

STREET NAME PETITION

DATE SUBMITTED: 6-5-19

The following Street names have been submitted for approval:

Brickton Hills Road (Private)

Streets are located in the area of: Brickton Road

DRAW OR SKETCH A DIAGRAM OF THE LOCATION:

Aerial Submitted

(If the new street name is approved, your address number will also be subject to change.)
The street names are requested by the petitioners listed below:

PETITIONER	ADDRESS	PHONE NUMBER
C.R. Campbell	10391 Old Dairy Lane	968-1515
Brad Wood ~~Brad Campbell~~	1374 Jasper St.	850.426.7413

SIGN

Use back of form for additional signatures, addresses, and phone numbers.
(DO NOT WRITE BELOW THIS LINE – TO BE COMPLETED BY ADDRESS TECH.)

Escambia County Public Safety concurs the street names are not duplicates of any existing street names.

PREFERRED STREET NAME (S): Brickton Hills Road

NUMBER OF RESIDENTS: 2

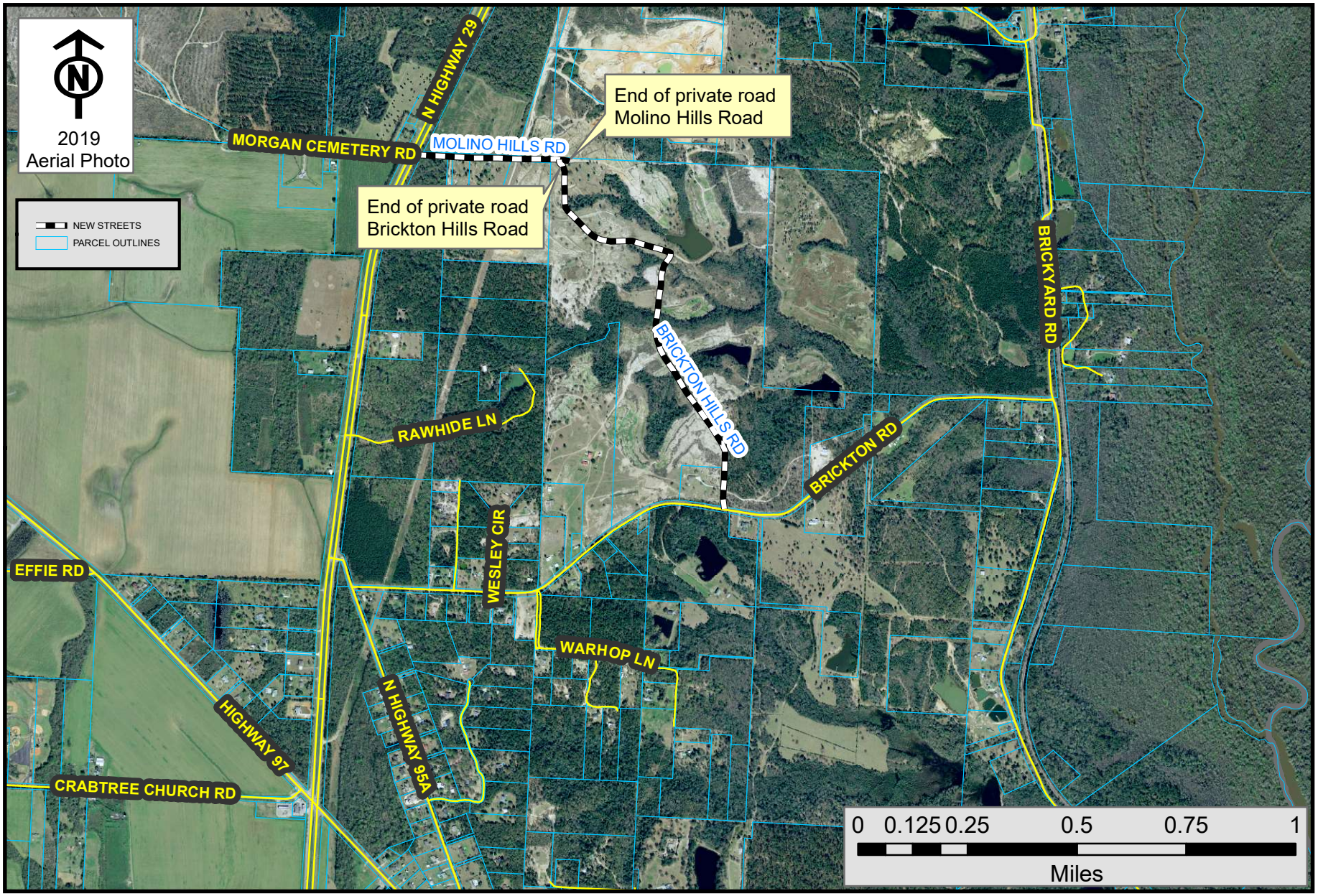
NUMBER OF RESIDENTS WHO SIGNED PETITION 2

PERCENTAGE OF RESIDENTS WHO SIGNED PETITION 100%

COMMISSION DISTRICT, IN WHICH STREET IS LOCATED 5

ADDRESS TECHNICIAN	9-1-1 COORDINATOR	DATE APPROVED
	Andrew Hamilton	07/03/19

Molino Hills Rd and Brickton Hills Rd



ESCAMBIA COUNTY
G. I. S. DEPARTMENT

11/13/19 DISTRICT 5

Brickton Hills Road - 1000 Brickton Road (Left)
950 Brickton Road (Right)

Molino Hills Road - 8800 N. Highway 29 (Left)
8750 N. Highway 29 (Right)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16548 **County Administrator's Report 10. 10.**
BCC Regular Meeting
Meeting Date: 01/07/2020
Issue: Street Name Approval - "North Crary Road" and "South Crary Road"
From: HORACE JONES, Director
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Street Name Approval of “North Crary Road” and “South Crary Road” - Horace Jones, Development Services Department Director

That the Board take the following action concerning Crary Road:

A. Approve changing the street name of Crary Road, from Byrneville Road to the north end at Tedder Road, to “North Crary Road”; and

B. Approve changing the street name of Crary Road, from Byrneville Road to the south end at North Century Boulevard, to “South Crary Road.”

Sixty nine percent (69%) of the property owners have signed the petition. This street is in Commission District 5.

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

BACKGROUND:

Sixty nine percent (69%) of the property owners signed the petition. This street is in Commission District 5.

BUDGETARY IMPACT:

Cost of five new street signs, which is $535.80, will be funded by the Public Works Department / Transportation and Traffic Division [Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 211201, Object Code 55201].

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Work to be accomplished by current staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

The street is being named pursuant to the Escambia County street naming and numbering Ordinance 86-11, adopted under the authority of Florida Statutes Chapter 125 and 336.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Petition
Vicinity Map
Sign Locations to Change
Petition Signature Locations

Escambia County Addressing
3363 West Park Place
Pensacola, Florida 32505
850-595-3458

STREET NAME PETITION

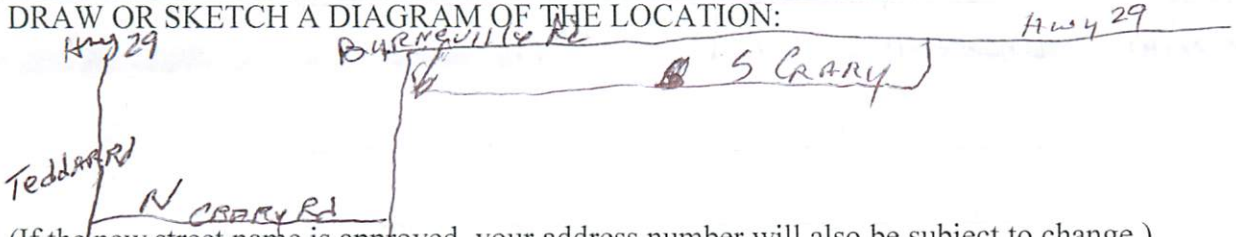
DATE SUBMITTED: 5/20/2019

The following Street names have been submitted for approval:

CRARY Rd CRARY Rd

Streets are located in the area of: BYRNEVILLE RD

DRAW OR SKETCH A DIAGRAM OF THE LOCATION:



(If the new street name is approved, your address number will also be subject to change.)

The street names are requested by the petitioners listed below:

PETITIONER	ADDRESS	PHONE NUMBER
✓ Jerry + Mari Pilsa	6321 Crary Rd.	850-712-6993
✓ Martha Mothershed	6341 Crary Rd	850-256-0634
✓ Gavin + Courtney Hinote	6320 Crary Rd	251-236-0990
✓ April Buckley-Gibson	6310 Crary Rd	850.982.4207
✓ Amanda Ueltzhoffer	6340 Crary Rd	850-776-4224

Use back of form for additional signatures, addresses, and phone numbers.

(DO NOT WRITE BELOW THIS LINE – TO BE COMPLETED BY ADDRESS TECH.)

Escambia County Public Safety concurs the street names are not duplicates of any existing street names.

PREFERRED STREET NAME (S): N. Crary Road & S. Crary Road

NUMBER OF RESIDENTS: 29

NUMBER OF RESIDENTS WHO SIGNED PETITION 20

PERCENTAGE OF RESIDENTS WHO SIGNED PETITION 69%

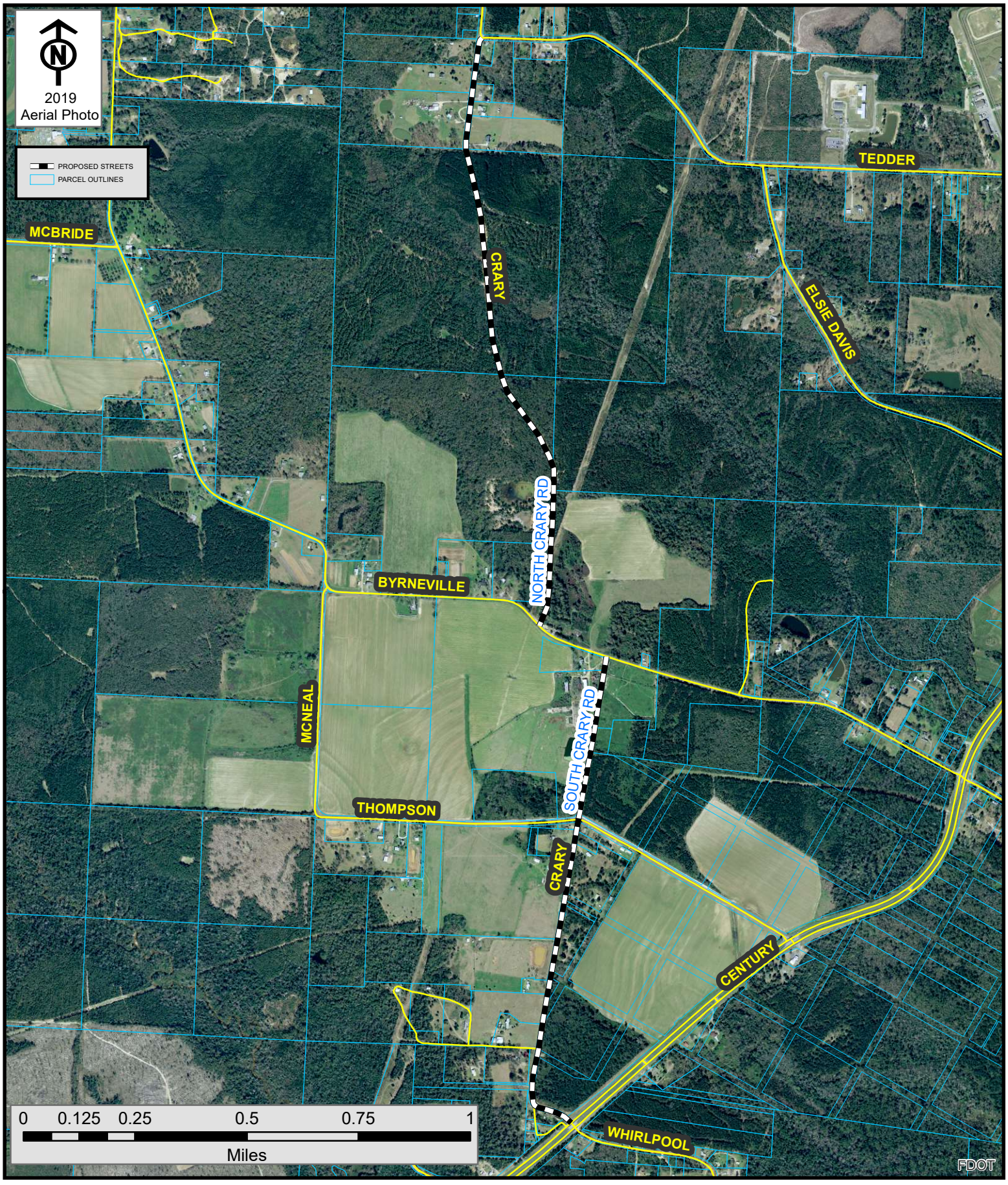
COMMISSION DISTRICT, IN WHICH STREET IS LOCATED 5

ADDRESS TECHNICIAN	9-1-1 COORDINATOR	DATE APPROVED
	Andrew Hamilton	7-22-19

Escambia County Addressing
3363 West Park Place
Pensacola, Florida 32505
850-595-3458

PETITIONER	ADDRESS	PHONE NUMBER
✓ Anne B Peterson	4711 CRARY Rd	850 2565865
✓ Mary Ward	4221 CRARY Rd	850 256 3764
✓ Thomas Ward	4221 Crary Rd	"
✓ Margaret Crary Godwin	5141 Crary Rd	850 572-4864
✓ Margaret Crary Godwin	5131 Crary Rd	850-572-4864
✓ Margaret Crary Godwin	4500 N. Century Blvd.	850-572-4864
~~Anthony L. Schachle Jr.~~ Adam Clark	4700 N Century Blvd	850-256-2601
✓ Wanda McCurdy	4900 CRARY RD	850-380-6428
✓ Anthony L. Schachle SR.	4800 Crary Rd	850-380-6428
✓ Earnestine McClain	4550 Crary Rd	N/a
✓ Orvin Godwin	4811 Crary Rd	850-393-7905
✓ Janelle Hardee	4451 Crary Rd	850-607-3148
✓ Sue Byrd	4555 Crary Rd	850-384-5807
✓ William K Knowles	4341 Crary Rd.	850-256-4202
✓ Peggy M. Knowles Brewer	4300 BLK Crary	850-256-4202
✓ Nancy Grubb	6300 CRARY RD	850 221 4902
✓ Pamela Benjamin	4301 Crary Rd.	850 495-1826

North Crary Road / South Crary Road Vicinity Map

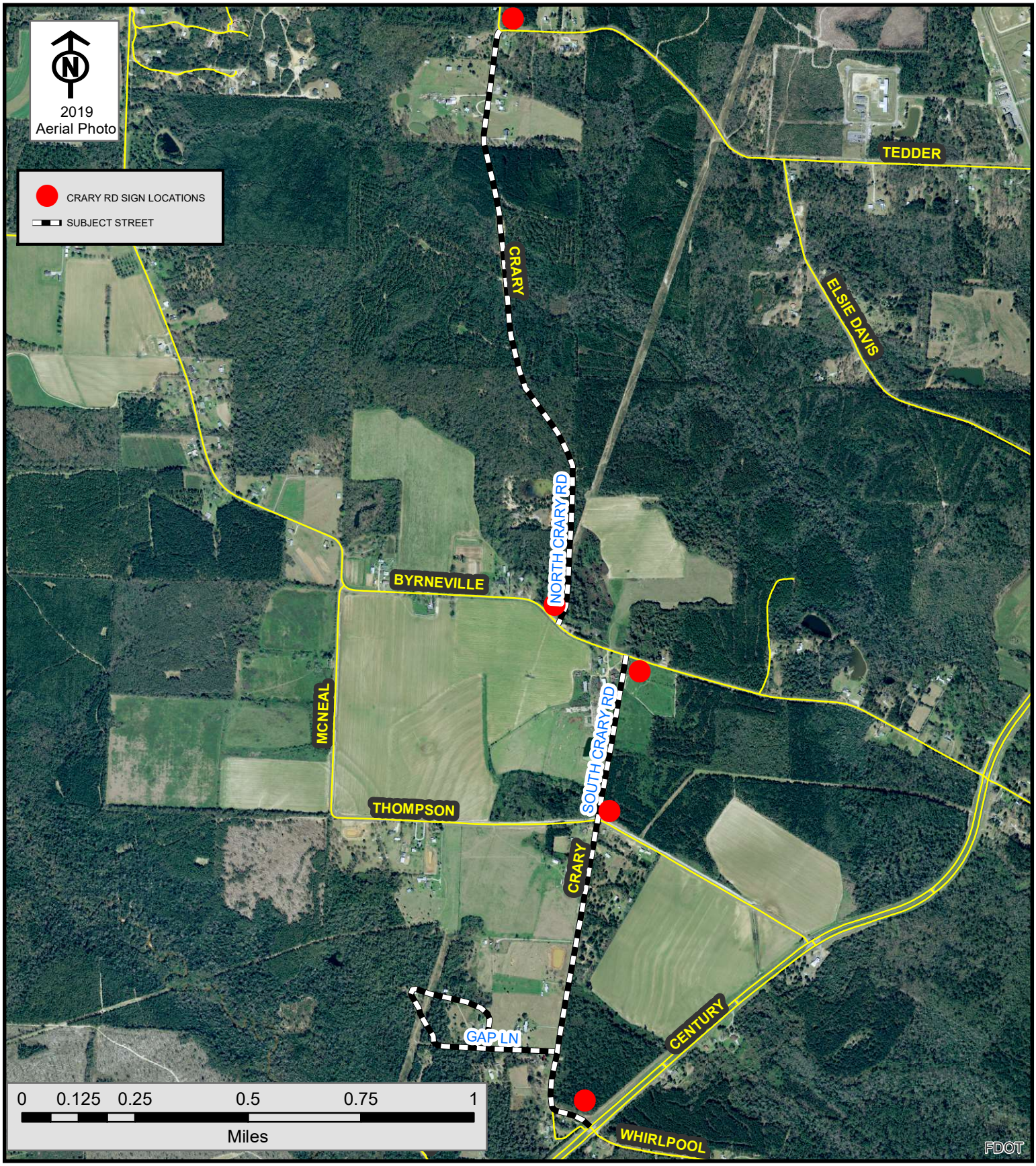


ESCAMBIA COUNTY
G. I. S. DEPARTMENT

11/13/19 DISTRICT 5

North Crary Rd - 500 Byrneville Rd (Left)
5141 Crary Rd (Right)
South Crary Rd - 5141 Crary Rd (Left)
300 block Byrneville Rd (Right)

North Crary Road / South Crary Road signs to change



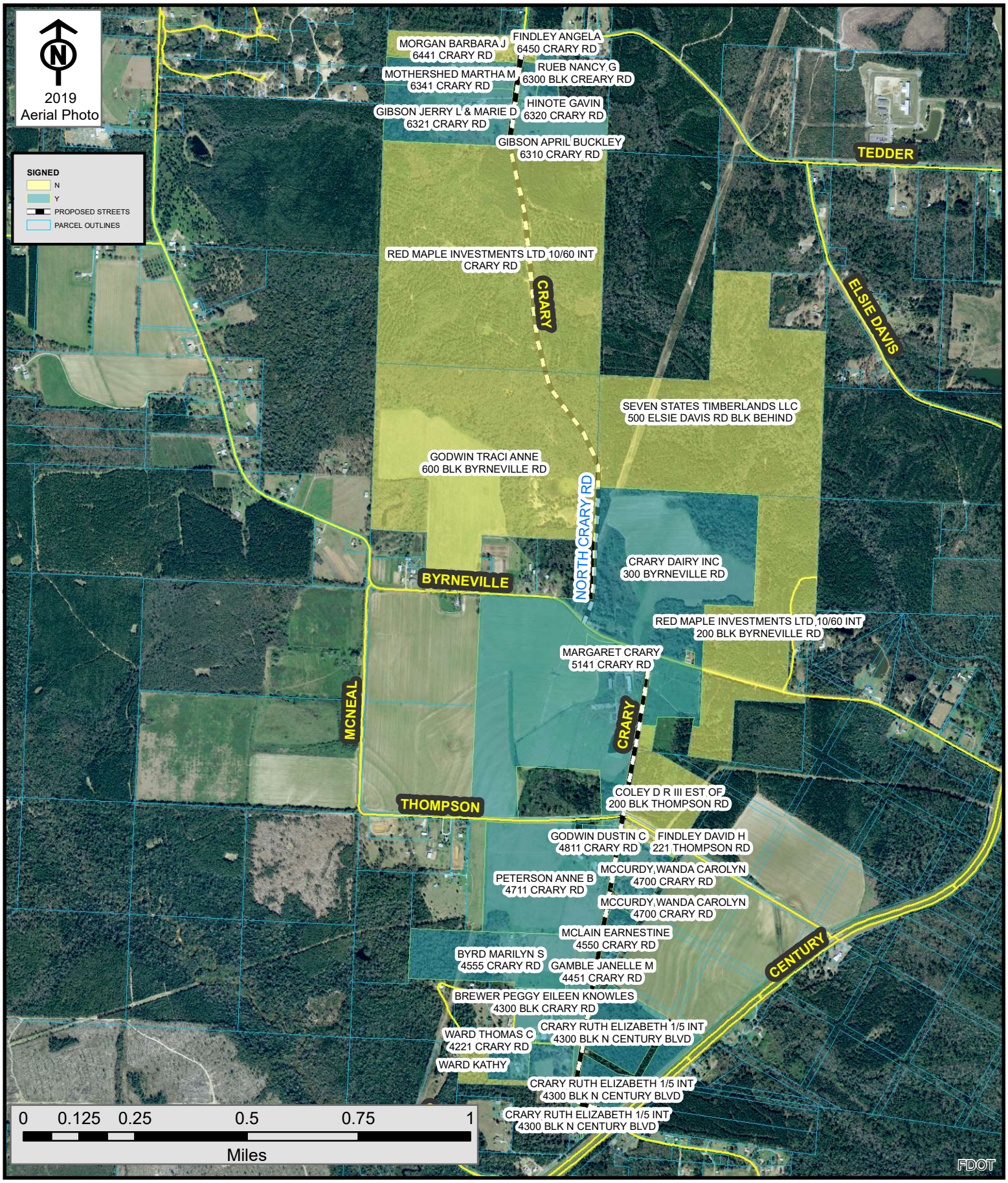
ESCAMBIA COUNTY
G. I. S. DEPARTMENT

11/13/19 DISTRICT 5

North Crary Rd - 500 Byrneville Rd (Left)
5141 Crary Rd (Right)

South Crary Rd - 5141 Crary Rd (Left)
300 block Byrneville Rd (Right)

North Crary Road / South Crary Road Property Owner Signatures Locations



ESCAMBIA COUNTY
G. I. S. DEPARTMENT

11/13/19 DISTRICT 5

North Crary Rd - 500 Byrneville Rd (Left)
5141 Crary Rd (Right)
South Crary Rd - 5141 Crary Rd (Left)
300 block Byrneville Rd (Right)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17263 **County Administrator's Report 10. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Settlement Agreement and Release of all Claims for MC Blanchard Water Damage Claim
From: ROBERT DYE, Division Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Settlement Agreement and General Release of all Claims for the M.C. Blanchard Water Damage Claim - Robert Dye, Manager, Risk Management Office

That the Board approve, and authorize the Chairman to sign, the Settlement Agreement and General Release of all Claims, in the amount of $842,774.77, less prior advance payments of $516,000.00, for a total remaining final settlement amount of $326,774.77, for the M.C. Blanchard water damage claim that occurred on November 29, 2016.

BACKGROUND:

The M.C. Blanchard building sustained water damage on November 29, 2016. The damage resulted from a gasket failure in the sprinkler system years after installation. There was minimal physical damage to the building. The leak caused a large amount of water to be discharged onto the floor of the records room that was adjacent to a vault that housed microfiche and microfilm records maintained by the Clerk's Office. Elevated humidity and heat created damaging conditions for microfiche and film stored in the vault. The insurer provided coverage for the damaged records, and a lengthy process of converting the media to digital format began. The Clerk's Office agrees with the settlement and has requested that any funds remaining from the settlement be allocated for digital storage.

BUDGETARY IMPACT:

Insurance proceeds will be deposited into Fund 501.

LEGAL CONSIDERATIONS/SIGN-OFF:

The release was reviewed by Charlie Peppler, Deputy County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Risk Management will return the signed Settlement Agreement and Release of Claims to Engle Martin & Associates.

Attachments

Settlement Agreement

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

READ THIS DOCUMENT CAREFULLY - IT IS A FULL AND FINAL RELEASE OF ALL CLAIMS

WHEREAS, Certain Underwriters at Lloyd's, London and Tokio Marine HCC issued Policy number B1230AP04046A16 *(quota share Lloyd's & TMHCC @ 90%; Interstate Fire & Casualty , Policy #AMW-151046 @ 10%)*, effective October 1, 2016 through October 1, 2017 (the "Policy") to Escambia County Board of County Commissioners.

WHEREAS, on or about November 29, 2016, and during the term of the Policy, a WATER loss occurred resulting in damage to property at MC Blanchard Judicial/Clerk of Court, 190 W. Government Street, Pensacola, FL. 32502. Escambia County Board of County Commissioners made a claim as a result of the water loss and damage to property, Lloyd's/ THB Claim # AP04046A16A1; Interstate Fire & Casualty/Peninsula Insurance Bureau Claim #910742, (collectively the "Claim").

Agreed Settlement Without waiver of any terms and conditions of the policy(ies) of insurance, and without admittance of liability under the express terms and conditions of the policy(ies), that in order to avoid delay, uncertainty and further expense in relation to this claim, and to buy its peace, a compromise settlement has been reached between Escambia County Board of County Commissioners, and Certain Underwriters at Lloyd's, London; Tokio Marine HCC and Interstate Fire & Casualty Insurance Company with respect to the insurers' obligations to the insured under the Policies for the Claim.

Escambia County Board of County Commissioners agrees to accept in full and final settlement of the Claim for Valuable Papers & Records for the total sum of Eight Hundred Forty-Two Thousand, Seven Hundred Seventy-Four Dollars and Seventy-Seven Cents ($842,774.77), less prior advance payments of Five Hundred Sixteen Thousand Dollars and No Cents ($516,000.00). Certain Underwriters at Lloyd's, London; Tokio Marine HCC and Interstate Fire & Casualty Insurance Company will pay the final settlement amount of Three Hundred Twenty-Six

Thousand, Seven Hundred Seventy-Four Dollars and Seventy-Seven Cents ($326,774.77) within 15 business days from receipt of this executed General Release of All Claims. Additionally, prior claim payments were also made totaling Ten Thousand Five Hundred Seventy-Five Dollars and Eighty-Two Cents ($10,575.82) (*Settlement of $35,575.82 less the $25,000.00 Policy Deductible*) for certain carpeting and 'Building' items, and Business Personal Property, which together constitute the entire claim settlement.

Release In consideration of the forgoing, Escambia County Board of County Commissioners hereby releases Certain Underwriters at Lloyd's, London; Tokio Marine HCC and Interstate Fire & Casualty Insurance Company, its officers, agents, servants, employees, adjusters, affiliated companies, parent companies and representatives from any claims of whatsoever kind or nature, arising from the wind/hurricane loss and/or the Claim. This release includes all claims for damages related to the Claim, including but not limited to claims for indemnity under the Policies, extra-contractual damages, and any other claims or causes of action under common law, or any applicable state or federal statutes or regulations. This is a full, final and complete compromise settlement of any and all claims of Escambia County Board of County Commissioners against Certain Underwriters at Lloyd's, London; Tokio Marine HCC and Interstate Fire & Casualty Insurance Company arising out of the Water loss, the Policies, the investigation, adjustment, defense, and settlement of the Claim.

Entire Agreement This agreement constitutes the entire understanding between and among the parties with regard to the matters herein set forth. The terms of this agreement are contractual and not a mere recital. There are no representations, warranties, agreements, arrangements or undertakings, oral or written, between or among the parties hereto relating to the subject matter of this agreement which are not fully expressed herein.

Governing Law This agreement is entered into, and shall be interpreted in accordance with the laws of the State of Florida.

We understand and confirm that we are fully aware of the consequences of signing this agreement consisting of two typed written pages and enter into it of our own freewill.

IN WITNESS WHEREOF, the undersigned has executed this agreement as of the ____ day of _____, 2019

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

This document approved as to form
and legal sufficiency.
By: Charles V. Peppler
Title: Deputy County Attorney
Date: 12-11-19

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17276 **County Administrator's Report 10. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Group Medical Insurance
From: Jana Still, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Group Medical Insurance - Jana Still, Human Resources Department Director

That the Board take the following action concerning Group Medical Insurance:

A. Approve an Agreement with Great Midwest Insurance Company as our Stop Loss Carrier, from January 1, 2020, to December 31, 2020; and

B. Authorize the County Administrator to sign the Excess Loss Insurance Application and Schedule of Benefits and the Proposed Coverage Form of Great Midwest Insurance Company.

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

BACKGROUND:

USI solicited the market for the County regarding Administrative and Stop Loss premiums and received a flat renewal from the present provider for the calendar year of 2020.

Stop Loss premiums are renewed each year based on claims. With USI going to the market, they were able to negotiate premiums for 2020, with a minimal increase to the Aggregate fee and a slight reduction to the Specific fees.

Specific Stop Loss Coverage Level	**Present**	**2020**

Single	$21.24	$20.90
Employee & Spouse	$42.32	$41.65
Employee & Child(ren)	$37.45	$36.86
Family	$63.55	$62.55
Aggregate Stop Loss	$1.67	$2.06

Current plan design includes a specific deductible of $275,000 for covered individuals and an aggregating specific stop loss fund of $100,000. The total overall cost will remain approximately the same as last year.

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Department will coordinate with Legal, the Office of Purchasing, and Florida Blue to distribute the Agreement.

Attachments

Stop Loss Insurance Services Proposed Coverage Form

Great Midwest Insurance Company Excess Loss Insurance Application and Schedule of Benefits

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Stop Loss
Insurance Services

An AmWINS Group Company

PROPOSED COVERAGE FORM

Reminder: Please notify the Plan Sponsor of the contents of this document

Group Name:	**Escambia County Board of County Commissioners**	**Effective Date:**	**1/1/20**
Group Address:	221 Palafox Place, Suite 200	**New or Renewal:**	Renewal
Group City/State/Zip:	Pensacola, FL 32502	**Contract Length, in months:**	**12**
Administrator:	Florida Blue	**Carrier:**	Great Midwest Insurance Company
PBM:	Florida Blue		
PreCert UR/CM:	Florida Blue	**Sales Executive:**	Henry Santos
Network:	Florida Blue	713.395-5332	henry.santos@amwins.com
Domestic reimbursement:	0%	**Account Manager:**	Ashley Murphy
		713-395-5332	ashley.murphy@amwins.com

Has there been a change of Administrators as of the Effective Date?	No
If yes, give the name of the Administrator paying the run-out claims?	
Has there been a change of PBM as of the Effective Date?	No
Has there been a change of network as of the Effective Date?	No

Covered Persons	
Actively-at-Work	Yes
COBRA	Yes
Disabled persons	Yes
Pre-65 retirees covered:	Yes
Post-65 retirees covered:	Yes

Enrollment	
Single :	888
E+S:	249
E+C:	170
Family:	363
Total Lives / Aggregate	1670

Specific Coverage	
Spec Deductible:	$275,000
Agg Spec Ded (Corridor):	$100,000
Spec Benefit Covered:	Medical & RX Card/SAAO
Spec Contract:	24/12
Maximum Reimbursement:	Unlimited Annual & Lifetime Max.
Spec Run-In Limit:	$0
Spec Run-Out Limit:	$0
Spec Advance:	Yes
Plan Mirroring:	Yes
No New Laser:	Yes
Rate Cap:	Yes- 50%
Specific Terminal Liability	No
Level-Funded, if available	No
Lasers/Restrictions:	None
Minimum annual premium:	$0.00

Aggregate Coverage	
Agg Ben Covered:	Medical & RX Card/SAAO
Agg Contract:	24/12
Aggregate Accommodation	No
Aggregate Terminal Liability	No
Max Reimbursement:	$1,000,000
Agg Run-In Limit:	$0
Agg Run-Out Limit:	$0
Single :	$847.94
E+S:	$1,689.08
E+C:	$1,494.91
Family:	$2,537.01
Minimum Attachment Point:	$28,183,452
Minimum Attachment %:	100%
Sold Agg Margin:	125%
Estimated Attachment Point:	$28,183,452
Minimum annual premium:	$0

	Tier:	Sold Rates / Monthly Billed Charges:
SPECIFIC	Single :	$20.90
	E+S:	$41.65
	E+C:	$36.86
	Family:	$62.55
AGGREGATE	Single :	$2.06
	E+S:	$2.06
	E+C:	$2.06
	Family:	$2.06
	Est. Monthly Premium	$61,342.10
	Est. Annual Premium	$736,105.20

It is acknowledged that service fees and commissions may be included in the monthly billed charges

Monthly premiums are due the first of each month (e.g., January premium is due January 1st). Please advise immediately if this payment schedule is not feasible. Carriers may cancel coverage if payment is not received by them in accordance with policy provisions.

Stop Loss
Insurance Services

An AmWINS Group Company

Contingencies:

Please note that any claims paid for an individual(s), after the specific group deductible amount has been satisfied, do not accumulate towards the aggregate attachment point. Also, if an individual(s) is assigned a higher deductible (laser), only the group deductible amount will accumulate towards the aggregate attachment point unless specifically excluded

A stop loss policy with the terms and conditions noted herein, **subject to the receipt and Carrier approval** of the following documentation, will be issued to the Policyholder by the Carrier. All rates, terms and factors quoted are subject to the final review of this documentation and it is understood that rates, terms and/or factors may change based on the outcome of the final review. All documentation is due as soon as it is available but no later than 30 days after the effective date.

The Plan Sponsor's coverage is based on Plan Descriptions. Any proposed changes to the Plan Document(s) must be submitted to the Carrier (via SLIS) prior to the effective date of the change for Carrier approval

The Plan Sponsor must receive written confirmation from the Carrier that the Plan Document/amendment(s) has been accepted and approved

Plan Document changes may result in changes to the rates and/or the terms and conditions of the coverage and may impact claim reimbursement

It is important to note that in order to receive reimbursement the stop loss policy obligates the Plan Sponsor and their Claims Administrator(s) to report loss data to the Carrier (please copy SLIS) on a monthly basis.

Other conditions:

Access, Administrative, Assessment and Capitated services/fees are not covered

See Carrier contingencies submitted with proposal for the following:

1) Rates are subject to re-rating if enrollment changes by more than a specified percentage and/or whenever plan, network or TPA changes occur
2) Utilization review, Pre-certification and Large Case Management requirement
3) Any participation requirements.
4) Assumes duplication of current plans and network unless specified

It is acknowledged and agreed by the Plan Sponsor that only the coverage requested above will be submitted for approval and acceptance by the Carrier. The insurance policy issued by the Carrier will be the final determination of the terms and conditions of the coverage. Please review the final policy carefully with each of the Plan Administrators. Any change in coverage after the date of this Form will necessitate that a new Proposed Coverage Form be issued and any change must be approved in writing by the Carrier.

Documentation Due:

- *Large Claims, Paid Claims and Enrollment through 12/31/1*
- *Current Plan Document, including but not limited to*
  - *Schedule of Benefits as of 1/1/2020*
  - *Wrap Plan Document, if applicable*
  - *Summary Plan Document, if applicable*
  - *All Plan Amendments, if applicable*
- *Census as of effective date*

This is not an insurance contract or binder of coverage. This is a summary of coverage applied for by the undersigned entity or their representative. The actual coverage and contract terms will be determined by the governing contracts. Please review contracts when issued. Above rates may include premium, taxes, commissions, underwriting fees, marketing fees, and other costs not included in the contracts. The undersigned accepts the rates, factors and terms described above and expresses intent to effect the coverage described.

Accepted on behalf of:

Escambia County Board of County Commissioners

X _____
Signed by client or by broker, on behalf of client

Janice P. Gilley, County Administrator
Print Name & Title

_____
Date

_____
Witness

_____
Witness

Stop Loss Insurance Services, Inc.

_____
Print Name & Title

_____
Date

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 12-13-2019

GREAT MIDWEST INSURANCE COMPANY

(A Stock Insurance Company, hereinafter the Company)
800 Gessner, Houston, TX 77024

EXCESS LOSS INSURANCE APPLICATION AND SCHEDULE OF BENEFITS

APPLICATION IS HEREBY MADE TO THE GREAT MIDWEST INSURANCE COMPANY ("COMPANY") FOR EXCESS LOSS INSURANCE. THIS APPLICATION MUST BE ACCEPTED AND APPROVED BY THE COMPANY OR ITS AUTHORIZED REPRESENTATIVE PRIOR TO ANY POLICY BEING IN EXISTENCE.

1. POLICYHOLDER INFORMATION

Policy Number: **GMICMSL 2020 10538**

Policyholder: **Escambia County Board of County Commissioners**

Address: **221 Palafox Place, Suite 200, Pensacola, FL 32502**

Subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) to be included (list legal name and addresses):
None

Name of Designated Third Party Administrator/Address: **Florida Blue**
2190 Airport Boulevard, Pensacola, FL 32504

Estimated Initial Enrollment (will be used as the Number of Covered Units during the first Policy Month):

Employee	**888**
Employee plus Spouse	**249**
Employee plus Child	**170**
Family	**363**
Composite	**1670**

2. COVERAGE INFORMATION

Policy Period: **01/01/2020** (Effective Date) to **12/31/2020** (Termination Date)

Add Coverage For:

Retired Employees: ■ Yes □ No
Cobra Participants: ■ Yes □ No

3. AGGREGATE BENEFIT

Benefit Period: Employees Benefit Plan expenses must be:

Incurred from: **01/01/2019** through **12/31/2020** and

Paid from: **01/01/2020** through **12/31/2020**

Claims Incurred prior to the Policy Effective Date are limited to: $ **N/A**

Claims Paid after the end of the Policy Period are limited to: $ **N/A**

Aggregate Eligible Claims Expenses include:

Health Care:	■ Yes	□ No
Dental:	□ Yes	■ No
Vision:	□ Yes	■ No
Prescription Drug Service:	■ Yes	□ No
Short Term Disability:	□ Yes	■ No

Other: **Rx SAAO**

Aggregate Monthly Factor per:

Single	$	**847.94**
Employee + Spouse	$	**1,689.08**
Employee + Child	$	**1,494.91**
Family	$	**2,537.01**

Aggregate Payable Percentage (excess of Deductible): **100** %

Maximum Eligible Claim Expense Per Covered Person: $ **275,000**

Minimum Aggregate Deductible: $ **28,183,452**

Maximum Aggregate Benefit (excess of Deductible): $ **1,000,000**

Optional Benefits Riders:

Aggregate Accommodation: □ Yes ■ No

Aggregate Terminal Liability: □ Yes ■ No

4. SPECIFIC BENEFIT

Benefit Period: Employees Benefit Plan expenses must be:

Incurred from: **01/01/2019** through **12/31/2020** and

Paid from: **01/01/2020** through **12/31/2020**

Claims Incurred prior to the Policy Effective Date are limited to: $ **N/A**

Specific Eligible Claims Expenses include:

Health Care: ■ Yes □ No

Prescription Drug Service: ■ Yes □ No

Other: **Rx SAAO**

Specific Deductible (per person): $ **275,000**

Specific Payable Percentage (excess of Deductible): **100** %

Maximum Specific Benefit per person in excess of Specific Deductible: $ **Unlimited**

Aggregating Specific Deductible: $ **100,000**

Optional Benefits:

Specific Terminal Liability: □ Yes ■ No

Special Risk Limitation:

The Specific Deductible and Maximum Specific Benefit (per person in excess of Specific Deductible) for the following Individual(s) are as shown below. Attach additional page, if needed.

Name: _____ Specific Deductible: $ _____ Maximum Benefit: $ _____

Name: _____ Specific Deductible: $ _____ Maximum Benefit: $ _____

Name: _____ Specific Deductible: $ _____ Maximum Benefit: $ _____

Name: _____ Specific Deductible: $ _____ Maximum Benefit: $ _____

5. PREMIUMS

Aggregate Premium

Premium Per Month Per Unit: $ **2.06**

Specific Premium Per:

Employee	$	**20.90**
Employee plus Spouse	$	**41.65**
Employee plus Child	$	**36.86**
Family	$	**62.55**

Special Risk Limitations:

Aggregate:
Rates and/or factors are based on BlueCard and Florida Blue PPO Networks. If the networks change, we reserve the right to recalculate the rates and/or factors.

Retirees are included under the stop loss coverage with Medicare eligible retirees secondary under the Plan.

Specific:
Rates and/or factors are based on BlueCard and Florida Blue PPO Networks. If the networks change, we reserve the right to recalculate the rates and/or factors.

Retirees are included under the stop loss coverage with Medicare eligible retirees secondary under the Plan.

IT IS UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION:

(a) All documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within 90 days of the requested Effective Date.

(b) Applicant has provided full disclosure of all information requested by the Company and has, to the best of its knowledge and belief, complied fully with all disclosure requirements.

(c) If Applicant is electing coverage for COBRA participants and/or retired persons, Applicant has disclosed detail of Plan coverage and has provided a current census of such participants and/or retired persons.

(d) Applicant has disclosed Plan coverage for disabled persons and has provided a current census of all such disabled persons.

(e) Issuance of the Policy is in reliance upon the information provided by the Applicant or its Agent. Should subsequent information become known which, if known prior to issuance of the Policy, would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date, by providing written notice to the Insured.

(f) The Policy, if issued, may be void, if, whether before or after a claim or loss, any material fact or circumstance was concealed or misrepresented on behalf of the Applicant, or if the Applicant or its Agent, committed fraud.

(g) Receipt of a premium and its deposit in connection with the Application shall not constitute an acceptance of liability. In the event that Great Midwest Insurance Company disapproves this Application, its sole obligation shall be to refund such sum to the Applicant.

(h) If a Policy is issued and later rescinded, the sum of all benefits reimbursed will be deducted from the sum of all premiums paid. If the result is positive, such amount will be paid by the Company to the Applicant. If the result is negative, such amount will be paid by the Applicant to the Company.

(i) The initial premium will be paid on or before the Effective Date, and subsequent premiums are due no later than the first day of each Policy Month during the Policy Year.

IT IS FURTHER UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT:

(j) Applicant acknowledges that the Policy which is the subject of this Application is a reimbursement Policy. Applicant must first pay claims before submitting them for reimbursement.

(k) Oral statements not expressly incorporated herein are not part of this Policy. Only the President or Executive Officer of the Company may make changes to the Policy Form or Addenda on behalf of the Company. All changes to this Policy must be in writing and attached to this Policy.

(l) NEITHER THIS APPLICATION NOR THE TERMS OF THIS APPLICATION MAY BE ALTERED.

(m) In making this Application, the Applicant represents that, to the best of its knowledge and belief, such information accurately reflects the facts and that the undersigned has authority to bind the Applicant to the proposed Policy. Accordingly, this Application will be a part of the Policy if accepted by the Company or its authorized representative.

FRAUD WARNINGS

For residents of Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

For residents of Alaska: A person who knowingly and with intent to injure, defraud or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law.

For residents of Arizona: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

For residents of Arkansas, Louisiana, Rhode Island and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

For residents of Delaware: Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

For residents of the District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

For residents of Florida: Any person who knowingly and with intent to injure, defraud, or deceive an insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For residents of Kansas: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any act material thereto may be guilty of fraud as determined by a court of law, and may be subject to criminal and civil penalties.

For residents of Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

For residents of Maine and Tennessee: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines or denial of insurance benefits.

For residents of Maryland: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For residents of Massachusetts: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For residents of New Hampshire: A person who, with a purpose to injure, defraud, or deceive any insurance company, files a statement of claim containing false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

For residents of New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

For residents of New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

For residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For residents of North Carolina: Any person who knowingly and with intent to injure, defraud, or deceive an insurer or insurance claimant is guilty of a Class H felony and may be subject to criminal and civil penalties.

For residents of Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

For residents of Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

For residents of Oregon: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

For residents of Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

For residents of Vermont and Virginia: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

For residents of Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
For all other states: Any person who, knowingly and with intent to injure, defraud or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information, may be guilty of insurance fraud.

For residents of all other states: Any person who, knowingly and with intent to injure, defraud or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information, may be guilty of insurance fraud.

6. SIGNATURES

Dated at **Pensacola** (City) **FL** (State) on _____ (Date)

Janice P. Gilley
Printed or typed name of Applicant's Authorized Representative

_____
Authorized Signature of Applicant

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 12-13-2019

County Administrator
Title

_____
Witness

_____
Witness

Dated at **Houston** (City) **TX** (State) on _____ (Date)

Lorenda M. Furman
Printed or typed name of Licensed Agent

_____
Authorized Signature of Licensed Agent

#27-0142436
Agent Tax ID

#W325117 - Florida
Agent License Number and Issuing State

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17228 **County Administrator's Report 10. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Issuance of a Purchase Order for Waste Tire Removal and Recycling/Disposal Services
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Purchase Order to Little Tire Hauling, Inc., for Waste Tire Removal and Recycling/Disposal Services for the Escambia County Waste Services Waste Tire Collection Center - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning a Purchase Order to Little Tire Hauling, Inc., for Waste Tire Removal and Disposal Services for the Escambia County Waste Services Waste Tire Collection Center:

A. Authorize the issuance of a Purchase Order to Little Tire Hauling, Inc., not to exceed the amount of $90,000, for Waste Tire Removal and Recycling/Disposal Services for the Escambia County Waste Services Waste Tire Collection Center; and

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

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

BACKGROUND:

On November 7, 2019, the BCC approved and authorized 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 Services 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.

The original Recommendation did not give the estimate of the Purchase Order, which exceeds the amount requiring Board approval. Thus, Board approval is being requested in order that the Purchase Order may be issued.

BUDGETARY IMPACT:

Funding is available in Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

This recommendation was prepared by Waste Services Department personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Section 46-44.

IMPLEMENTATION/COORDINATION:

Waste Services Department will coordinate with the Office of Purchasing for the issuance of the Purchase Order and County Administrator's signing.

Attachments

Brd Mins 11_07_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]

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

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)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17075 **County Administrator's Report 10. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Recommendation Concerning the Month-to-Month Services with V. Keith Wells
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Month-to-Month Services of V. Keith Wells, P.A. - Jana Still, Human Resources Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve the month-to-month payment schedule with V. Keith Wells, P.A., and its board attorney, V. Keith Wells, based on the following terms:

A. Authorize the Board to pay Keith Wells $4,000 per month, with the first payment due in January, 2020 and the last payment ending on September 30, 2020; and

B. Authorize the necessary change order in the amount of $36,000. Fiscal Year 2019/2020 Merit System Protection Board (MSPB) Services provided to date total $12,000 for the months of October, November, and December.

At the October 17, 2019, Board of County Commissioners meeting, a motion was made to approve the Purchase Order for 3 months through December 31, 2019, and with the understanding that the Board would begin a month-to-month contract in January through the end of September 2020.

BACKGROUND:

At the October 17, 2019 Board of County Commissioners meeting, a motion was made to approve the Purchase Order for 3 months through December 31, 2019 and with the understanding that the Board would begin a month-to-month contract in January through the end of September, 2019. The Board asked the Administrator to keep them informed and to begin the process of putting it out to bid.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Renewal Contract for Services does not need legal sign off as directed by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires purchase orders $25,000 and over to now be approvied by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17256 **County Administrator's Report 10. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Default on the Purchase of County-Owned Real Property Located at 39 N Cypress Street
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Default on the Purchase of County-Owned Real Property Located at 39 North Cypress Street - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning Default on the Purchase of County-Owned Real Property Located at 39 North Cypress Street; Account # 12-3553-140, Reference # 02-4N-33-4400-005-300. This property is located in District 5:

A. Declare Thien Vo the successful bidder of the parcel referenced above, to be in default of the terms of the Contract between him and the County for the purchase of the County-owned parcel located at 39 North Cypress Street, for failure to close in the timeframe prescribed by the terms of the Contract;

B. Retain the deposit made by Thien Vo, in the amount of $570, for the parcel located at 39 North Cypress Street; and

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

Thien Vo was the successful bidder in the surplus real property auction ending September 16, 2019, wherein he bid $5,700 for the parcel located at 39 North Cypress Street. On September 18, 2019, Mr. Vo completed the 10% Deposit and Purchase Form and submitted his bid deposit to the County in the amount of $570 for the aforementioned parcel. The County Attorney's Office mailed a set of closing documents to Mr. Vo on September 20, 2019. County staff attempted to contact Mr. Vo regarding return of the closing documents; however, Mr. Vo stopped responding to phone calls and emails.

On November 18, 2019, a certified letter from the County Administrator was mailed to Mr. Vo, advising that he had failed to complete the closing and that the Administrator would recommend the Board find him to be in default of the terms of the sale, retain his bid deposit, and authorize the property to be re-advertised for sale at another auction.

On December 5, 2019, staff received an email from Mr. Vo, apologizing for not going through with the closing.

BACKGROUND:

Thien Vo was the successful bidder in the surplus real property auction ending September 16, 2019, wherein he bid $5,700 for the parcel located at 39 North Cypress Street. On September 18, 2019, Mr. Vo completed the 10% Deposit and Purchase Form and submitted his bid deposit to the County in the amount of $570 for the aforementioned parcel. The County Attorney's Office mailed a set of closing documents to Mr. Vo on September 20, 2019. County staff attempted to contact Mr. Vo regarding return of the closing documents; however, Mr. Vo stopped responding to phone calls and emails.

On November 18, 2019, a certified letter from the County Administrator was mailed to Mr. Vo, advising that he had failed to complete the closing and that the Administrator would recommend the Board find him to be in default of the terms of the sale, retain his bid deposit, and authorize the property to be re-advertised for sale at another auction.

On December 5, 2019, staff received an email from Mr. Vo, apologizing for not going through with the closing.

BUDGETARY IMPACT:

The 10% bid deposit submitted by Mr. Vo was deposited into the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

NA

Attachments

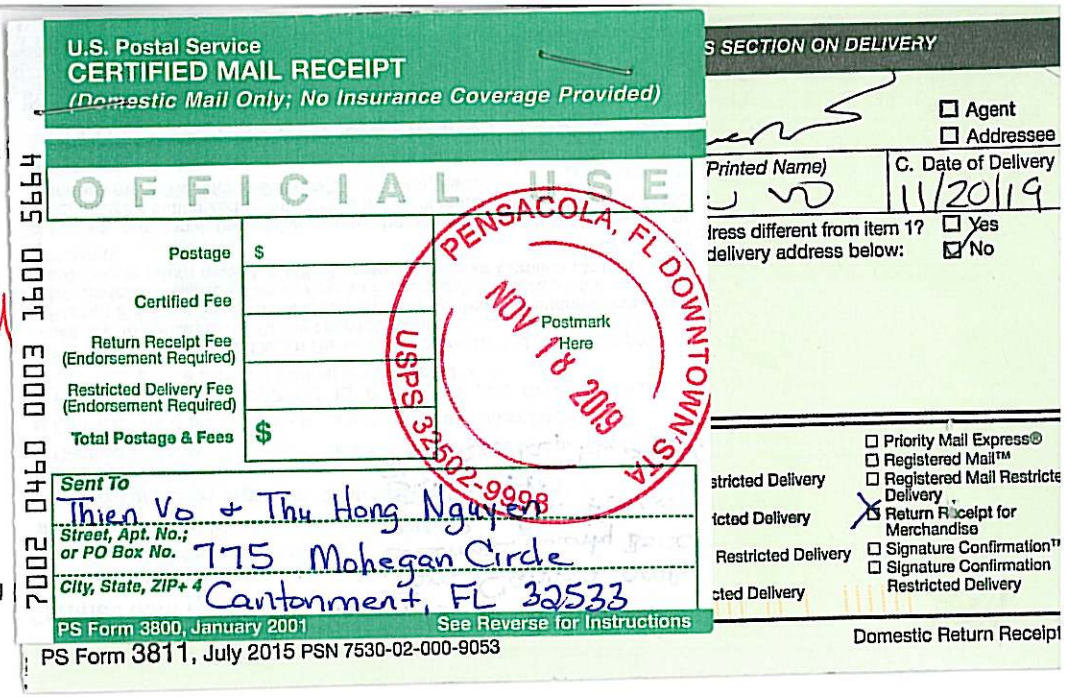
Administrator Ltr to Thien Vo re: 39 N Cypress Street
12-5-2019 Correspondence from Mr. Vo

BOA

Janice P. Gilley
County Administrator

November 14, 2019

VIA CERTIFIED MAIL - RETURN
7002 0460 0003 1600 5664



Thien Vo &Thu Hong Nguyen
775 Mohegan Circle
Cantonment, FL 32533

Re: County's Sale of Property Located at 39 N Cypress Street (Walnut Hill)
Tax Account #: 12-3553-140

Dear Mr. Thien Vo and Mrs. Thu Hong Nguyen:

It has come to my attention that you have not completed the closing on the purchase of the above-referenced property that you won as the high-bidder ($5,700) in the online property auction that ended on September 16, 2019. I understand that on September 18, 2019, you presented with a check payable to Escambia County in the amount of $570 as payment of the required 10% bid deposit for this property and completed the attached Surplus Land Sale Bid Form, which states "I understand the bid deposit will not be returned if I am the successful bidder and fail to execute an Agreement for Sale and Purchase of the property within thirty (30) days after award of the bid by the Escambia County Board of County Commissioners unless otherwise agreed by Escambia County ."

The County Attorney's Office mailed a set of closing documents to you on September 20, 2019. County staff has indicated that they have attempted to contact you in this regard, to no avail.

To date, you have failed to execute the Agreement for Sale and Purchase or any of the closing documents and have not completed the closing. As such, I have no alternative but to recommend to the Board of County Commissioners at its meeting on December 5, 2019, that they find you in default of the terms of the sale, retain your bid deposit, and authorize the property to be re-advertised for sale at another auction.

Please feel free to contact Tara Cannon at (850) 595-4996 if you have questions or require any additional information in this regard.

Sincerely,

Janice P. Gilley
County Administrator

Tara D. Cannon

From: v. t. <ai_tim_ai@yahoo.com>
Sent: Thursday, December 5, 2019 1:35 PM
To: Tara D. Cannon
Cc: t. v.
Subject: Re: Successful Bidder - 39 N Cypress Street (Walnut Hill)

Dear Mrs. Tara D. Cannon,

Please accept our apology for not going thru the closing on 39 N Cypress Street (Walnut Hill).
I look forward to the future auctions soon.

Thank you,

Please call & text directly to 850-529-5971 for faster respond.
Tim Vo, MBA-PM; Realtor.
Century21AmeriSouth Realty
ai_tim_ai@yahoo.com
Direct # 850.529.5971

On Thursday, October 24, 2019, 05:45:51 PM CDT, Tara D. Cannon <tdcannon@myescambia.com> wrote:

Good Evening Mr. Vo,

The attorney's office has stated that they have not heard from you since they sent you the Closing documents for the property located at 39 N Cypress Street located in Walnut Hill.

Please note that I expressed to you that if you wanted to extend your closing out to 60 days, you must still turn in the **Sales Agreement** within 30 days of receipt of the documents. It is now extremely close to being 30 days of receipt, if not already.

If you still intend to pursue the closing on this property, please contact me immediately to advise. If you do not wish to complete the closing, please advise that as well, although your deposit was non-refundable and will not be returned.

If I do not hear from you, I will be forced to take the property back to the Board and request that they declare you to be in DEFAULT, retain your 10% bid deposit, and allow the property to be sold again.

I look forward to hearing from you in this regard.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17237 **County Administrator's Report 10. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Supplemental Budget Amendment #021 - FWC #19105 - Derelict Vessel Grant
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #021 - Derelict Vessel Removal Grant - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #021, Other Grants and Projects Fund (110), in the amount of $3,300, to recognize Grant proceeds from the Florida Fish and Wildlife Conservation Commission (FWC) for FWC #19105 - Derelict Vessel Grant to remove and dispose of an eligible derelict vessel. Total project cost is $4,400 and requires a 25% match of $1,100 which will be provided from Vessel Registration Fees (Available balance in Vessel Registration $129.7k). Natural Resources Management will also provide project management for in-kind match.

BACKGROUND:

On October 3, 2019, the BCC approved the Derelict Vessel Removal Grant from the Florida Fish and Wildlife Conservation Commission (FWC) in the amount of $3,300. Total project cost is $4,400 and requires a 25% match. Escambia County will provide the 25% cash match ($1,100) from Vessel Registration Fees (Fund 110, Cost Center 220807). Natural Resources will also provide project management for in-kind match and will continue coordination with FWC on all activities associated with the Grant Agreement.

BUDGETARY IMPACT:

This Amendment will increase Fund 110 in the amount of $3,300. There is a 25% cash match ($1,100) which will be provided from Vessel Registration Fees.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 021

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, the Escambia County was awarded Agreement No. 19105 from the Florida Fish and Wildlife Commission (FWC) for a Derelict Vessel Grant to remove and dispose of one eligible derelict vessel, and these revenues must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Other Grants & Projects	110
Fund Name	**Fund Number**

Fund Name	**Account Name**	**Account Code**	**Amount**
110 / Other Grants & Projects	Derelict Vessels Grant	334260	3,300
Total			**$3,300**

Fund Name	**Cost Center Code/Title**	**Account Code/ Appropriations Title**	**Amount**
110 / Other Grants & Projects	220339 / Derelict Vessels Grant	53401 / Other Contractual Services	3,300
Total			**$3,300**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.12.03 15:53:29 -06'00'

OMB Approved

Supplemental Budget Amendment
#021

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17278 **County Administrator's Report 10. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Supplemental Budget Amendment #032 - Hazardous Materials Team Grant
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #032 - Hazardous Materials Team Grant Appropriation - John Dosh, Interim Public Safety Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #032, Other Grants and Projects Fund (110), in the amount of $136,513, to recognize proceeds from the State of Florida Division of Emergency Management Federally Funded Subaward and Grant Agreement Contract #20-DS-01-01-27-01-012 (through Federal Award #EMW-2018-SS-00064-S01), and to appropriate these funds for sustainment of Escambia County's Hazardous Materials Response Team equipment.

BACKGROUND:

On October 3, 2019, the Board approved State of Florida Division of Emergency Management Federally Funded Subaward and Grant Agreement Contract #20-DS-01-01-27-01-012 (through Federal Award #EMW-2018-SS-00064-S01) in the amount of $136,513. Funds will be used for sustainment of Escambia County's Hazardous Materials Response Team equipment through the period ending August 31, 2020. Planned expenditures include:

Solids, Liquids, Pastes Analyzer Service Agreement-1 Year	$ 5,000
Gas ID Maintenance Agreement Gas Analyzer	$ 5,500
Surface acoustic wave device (CBRN) Maintenance/Service/Repair	$ 2,000

Raman Spectrometry Tech. Maintenance/Service/Repair	$ 4,750
Ion Mobility Spectrometry Tech. Maintenance/Service/Repair	$ 1,250
Sirius Maintenance/Service/Repair Portable Gas Detector	$ 2,000
Solids, Liquids, Pastes Analyzer Service Agreement- 1 Year	$ 5,500
Gas Analyzer Maintenance Agreement (FTIR)	$ 5,500
Responder RCI Service Agreement- 1 Year	$ 4,750
20/20 Biological Detection Kit	$ 800
Flame Ionization Detector	$ 19,163
Solids, Liquids, Pastes Analyzer (FTIR)	$ 60,000
MultiRae Lite	$ 7,000
Flash Protected Level A Suits	$ 9,800
Shipping & Handling Costs	$ 500
Sirius Gas Detector Refurbishment Cost	$ 3,000

BUDGETARY IMPACT:

This Amendment will increase Fund 110 by $136,513.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #032

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County was awarded a Subaward and Grant Agreement (#20-DS-01-01-27-01-012) by the State of Florida, Division of Emergency Management (FDEM) to benefit the County's Hazardous Materials Response Team. Funds are primarily to be used to support sustainment of the teams' equipment. These funds must now be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Other Grants & Projects	110
Fund Name	**Fund Number**

Fund Name	Account Name	Account Code	Amount
110/Other Grants & Projects	Hazmat Technical Rescue	331272	136,513
Total			**$136,513**

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
110/Other Grants & Projects	330232/Hazmat Technical Rescue	54601/Repair & Maintenance	39,250
110/Other Grants & Projects	330232/Hazmat Technical Rescue	55201/Operating Supplies	1,300
110/Other Grants & Projects	330232/Hazmat Technical Rescue	56401/Machinery & Equipment	95,963
Total			**$136,513**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.12.13 14:36:26 -06'00'

OMB Approved

Supplemental Budget Amendment
#032

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17106 **County Administrator's Report 10. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Approval to Issue Fiscal Year 2019/2020 Purchase Orders in Excess of $25,000 to JMA Engineering Services, Inc. - Klondike Road at Cedarbrook Pond
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2019/2020 Purchase Orders, in Excess of $25,000, for the Engineering Department - Joy Jones, P.E., Engineering Department Director

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
JMA Engineering Services, Inc. Project: Klondike Road at Cedarbrook Pond Fund: 353 Local Option Sales Tax (LOST) IV, Cost Center: 210106, Object Code 56301, Project #19EN0441	$30,000	Contract PD 02-03.79 Professional Services

This project is located in Commission District 1.

BACKGROUND:

The Engineering Department utilizes the Abbreviated Selection Procedure to award design Contracts for projects under $50,000. The documentation for this selection process is attached. Firms were ranked on September 6, 2019: 1. JMA Engineering Services, Inc., 2. Municipal Engineering, and 3. Fabre Engineering, Inc. Negotiation with JMA Engineering Services, Inc., was held on September 25, 2019.

The Board awarded a continuing Contract, Contract PD 02-03.79 "Professional Services as Governed by Florida Statute 287.055", which shall provide for the issuance of individual Task Orders based on specific scopes of work. Task Orders are individually negotiated based on a Fee Schedule and any additional negotiated services required within the scope of work.

This Task Order would be awarded to JMA Engineering Services, Inc., for their firm to provide engineering services to develop a conceptual plan and 100% construction plans for the rehabilitation and improvements of existing stormwater management facilities infrastructure associated with the Cedarbrook Pond, located near Klondike Drive.

BUDGETARY IMPACT:

Funds for this project are available in Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project #19EN0441.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts. Per the guidance received at the October 3, 2019, Board meeting, all purchases over $25,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon approval, the Office of Purchasing will issue a Purchase Order.

Attachments

Cedarbrook map

Klondike at Cedarbrook backup


N
HOLT CIR
KLONDIKE RD
MALLARD CREEK RD
CEDARBROOK DR
CEDARBROOK CIR
JUNO CIR
Cedarbrook
Estates Pond #28
Padham, Nancy
7721 Klondike Rd
Whitney, Michael
4400 Cedarbrook Dr
driveway
culvert
Road culvert
DRAINAGE
NON-ACCESS
UTILITY
OTHER
GREENBELT
28
576
27
Feet
0
100
200
300
400
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, IGN, and the GIS User Community
Legend:
Parcels
Contours
CountyAcqEasements
WETLANDS, Palustrine
Surface Water Lines

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name:	Klondike at Cedarbrook Pond
Project ID:	ENG 2012
Location:	Cedarbrook Estates Subdivision
Project Manager:	Grant Dams
Date:	9/27/2019

DESCRIPTION OF REQUEST

Requesting $30,000 for JMA Engineering Services Inc to render complete construction plans for the construction of an underdrain and associated outfall at the Cedarbrook Subdivision pond. See attached documents below for more information.

Attached backup documentation	20	page (s).
RFF/NTP Start Date	10/1/2019	or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by	300	calendar days.
	7/27/2020	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			$ 30,000.00	$ 30,000.00
Funds for Addendum #				
Task Order PD	Consultant	JMA Engineering Services Inc		
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			$ (30,000.00)	$ (30,000.00)

Grant Dams
cn=Grant Dams, o=Escambia County Engineering, ou=Construction Managment , email=gedams@myescambia.com, c=US
2019.09.27 09:21:45 -05'00'
Project Manager

Digitally signed by Robin Lambert
Date: 2019.10.29 12:06:08 -05'00'
Accounting

Digitally signed by James Duncan
Date: 2019.10.03 08:30:41 -05'00'
Deputy Division Manager

Scott R. Sanders
cn=Scott R. Sanders, o=Public Works, ou=Engineering, email=scott_sanders@myescambia.com, c=US
2019.10.03 10:02:04 -05'00'
Division Manager

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				

	Fund	Project #	Project Name		Amount
To:					

Transfer $

Checklist
Document Review / Signature Request

From	Grant Dams		
Date	8/13/19		
Description	A/E selection for design services.		
Project	Klondike at Cedarbrook Estates Pond		
Deadline	8/23/19		
Action Needed	Selection of 3 firms		
Routing Notes			
Routed Thru: Supervisor	Christopher A Curb 2019.08.14 09:36:44 -05'00'	Date	8/14/19
Routed Thru: Division Manager	Scott R. Sanders cn=Scott R. Sanders, o=Public Works, ou=Engineering, email=scott_sanders@myescambia.com, c=US 2019.08.19 09:14:36 -05'00'	Date	
Routed Thru: Accounting	Digitally signed by Robin Lambert Date: 2019.08.14 10:52:51 -05'00'	Date	
Approved By: County Engineer	Digitally signed by Joy Jones DN: cn=Joy Jones, o=BOCC, ou=Public Works, email=djjones@myescambia.com, c=US Date: 2019.08.26 14:55:05 -05'00'	Date	
County Engineer's Comments			

Revised 06-27-16

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 Assistant County Engineer, 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.
- The County Engineer shall choose 3 A/E's for short listing 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.
- 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:
Assistant County Engineers (Colby Brown or Scott Sanders)
Senior Manager (James Duncan, Chris Curb, 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. Revised: 07/12/2018

Abbreviated A&E Selection Checklist

Project Name: Klondike Road at Cedarbrook Estates Pond

Project ENG#: ENG2012 Project Manager: Grant Dams

- The assigned PM and/or project owner shall draft an informal scope for committee members: Assistant County Engineer, Senior Manager, and the assigned Project Coordinator from Engineering and/or Traffic. Committee shall consist of a minimum of three members.
  Date: 8/12/2019

- The County Engineer or designee 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: 8/26/2019

- The Committee shall rank the 3 A/E's selected (1, 2, & 3) and justify the selection of the #1 A/E.
  Date: 9/6/2019

- Once selection is approved, the PC 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: 9/6/2019

- Once formal scope is acceptable, PM shall request a fee proposal.
  Date: 9/25/2019

- Schedule a Negotiation meeting.
  Date: 9/25/2019

- The Committee shall negotiate the fee with the selected A/E.
  Date: 9/25/2019

- Once the price is agreed upon, the PM shall submit appropriate paperwork to Accounting for issuance of a Purchase Order.
  Date: 9/27/2019

  County Engineer (Joy Jones)
  Assistant County Engineers (Colby Brown) (Scott Sanders)
  Senior Manager (James Duncan, Chris Curb, or David Forte)

*This process should take 10 to 14 working days. Revised: 07/12/2018

Project Name: Klondike Road at Cedarbrook Estates Por Date: 8/12/2018

Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)
Checklist

The followin g 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 $ _____

☑ Study Based Task Order – Estimated Value $ 30,000

Contract Number _____

- Committee members

  Chris Curb — Grant Dams
  John Rosenau — James Duncan
  — Scott Sanders

- Firms reviewed (please list all firms that were reviewed for possible consideration)

  Municiple — McGuire
  Fabre — Hammond
  —
  —

(Include additional pages, if required)

- Ranking of final three firms
  1. Jerry W. Mcguire & Associates
  2. Munciple Engineering
  3. Fabre Engineeing, Inc
- Motion made by: Chris Curb
- Motion seconded by: John Rosenau
- Vote:
  - Unanimous
  - Unanimous
  - Unanimous
- Rank/Decision date

  9/6/2019

Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)
Checklist

- Rational for number one firm

  _____

  _____

  Equitable Share of Work Load

  _____

  _____

- 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 bei ng held two business days in advance of their occurrence)

Date	Time	Location
9/25/19	10:00 - 10:30	Central Office Complex Rm: 205

(Include additional pages, if required)

- Date and time the information liste d above was e-mailed to the Office of Purchasing for posting to the purcha sing web site and the official po sting board (as above, this information shall be provided to the Office of Purchasing in sufficient time to pro vide 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

_____

Grant Dams
cn=Grant Dams, o=Escambia County Engineering, ou=Construction Management, email=gedams@myescambia.com, c=US
2019.09.27 09:22:28 -05'00'

I do hereby certify that the information provided is true and correct.

PUBLIC WORKS DEPARTMENT - ENGINEERING/INFRASTRUCTURE DIVISION
TASK ORDERS ISSUED

CONSULTANT	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	Total
360 Survey Services	$ -		$ -	$ -					$ -
American Consulting	$ 79,215.00	$ 15,549.00	$ 25,290.00	$ -	$ 101,366.70	$ -		$ 634,175.53	$ 855,596.23
Baskerville-Donovan, Inc.	$ 54,433.75	$ 145,041.73	$ 334,829.01	$ 45,332.88	$ 130,570.00	$ 44,788.00			$ 754,995.37
Bayside Consulting Group	$ 138,810.00	$ -	$ -	$ -					$ 138,810.00
Buchart Horn	$ -	$ -							$ -
Connelly & Wicker, Inc.	$ -	$ -							$ -
Biome Consulting Group									$ -
Butler and Associates						$ 25,000.00			$ 25,000.00
David Fitzpatrick	$ 138,360.00	$ 35,512.00	$ 118,652.00	$ 104,011.00	$ 50,456.90			$ 92,656.32	$ 539,648.22
Dewberry Engineers						$ 55,338.13			$ 55,338.13
DRMP, Inc.	$ 1,507,431.73	$ 33,182.29	$ 246,331.59	$ 233,854.80	$ 800,000.00	$ 48,921.54	$ 502,530.71	$ 135,749.24	$ 3,508,001.90
Enginneering and Planning Resources	$ 11,500.00	$ 61,835.30	$ 63,870.20	$ 14,987.00	$ 50,838.75				$ 203,031.25
Fabre Engineering, Inc.	$ 370,387.40	$ 140,785.70	$ 222,677.45	$ -	$ 70,843.10		$ 34,566.00		$ 839,259.65
Geci & Associates, Inc.	$ 4,810.00	$ 4,810.00	$ 17,528.00	$ 29,525.00					$ 56,673.00
Grey Callahan	$ -	$ -							$ -
H.S.A. Consulting Group	$ -	$ 47,839.35							$ 47,839.35
Hamlin Consulting	$ -	$ 7,191.83							$ 7,191.83
Gulf Civil Engineering LLC	$ -	$ -	$ 2,362.37	$ 48,582.24				$ 41,785.14	$ 92,729.75
Hammond Engineering	$ 85,730.00	$ 77,280.00	$ 76,260.00	$ 6,280.00		$ 64,350.00			$ 309,900.00
Hatch Mott MacDonald	$ 413,865.59	$ 321,949.07	$ 696,826.18	$ 315,175.51	$ 1,337,515.62	$ 1,444,288.69	$ 1,117,633.71	$ 919,103.93	$ 6,566,358.30
HDR Engineering	$ 19,648.99	$ 197,582.30	$ 329,064.99	$ 178,402.35	$ 103,990.55	$ 900,555.30	$ 120,625.74	$ 28,803.66	$ 1,878,673.88
Hernandez Calhoun Engineers	$ -	$ 29,136.15	$ -	$ -					$ 29,136.15
H.S.A. Consulting Group	$ -	$ 110,895.00	$ 5,257.27	$ 33,470.00					$ 149,622.27
ICON Construction Services LLC									$ -
Infrastructure Speciality									$ -
Jehle-Halstead, Inc.	$ 1,121,790.00	$ 70,471.06	$ 27,997.50	$ -	$ 98,538.77	$ 93,185.93	$ 46,967.53		$ 1,458,950.79
Jerry W. McGuire & Associates	$ -	$ -	$ 24,800.00	$ 21,259.87		$ 21,482.90			$ 67,542.77
John Davenport	$ -	$ -	$ -	$ -	$ -	$ 106,910.00			$ 106,910.00
Jones Edmunds	$ -	$ 110,761.27		$ 47,667.00					$ 158,428.27
Kenneth Horne & Associates	$ 153,183.11	$ -	$ -	$ 97,324.30		$ 35,867.86		$ 15,145.12	$ 301,520.39
Kisinger Campo and Associates								$ 394,829.07	$ 394,829.07
KMJ Surveyintg	$ -	$ 381,692.79	$ -	$ -					$ 381,692.79
Mehta and Associates	$ -	$ -	$ 9,593.49	$ -				$ 95,580.36	$ 105,173.85
Merrill Parker Shaw	$ -	$ 189,758.96	$ -	$ -		$ 21,575.00			$ 211,333.96
Metric Engineering	$ -	$ -	$ 5,189.80	$ 116,141.15	$ 49,468.35				$ 170,799.30
Neel-Schaffer, Inc.	$ -	$ 14,936.00							$ 14,936.00
Municiple Engineering						$ 36,580.00	$ 99,520.00		$ 136,100.00
Nova Engineering and Environmental	$ -	$ 49,910.00	$ 1,000.00	$ -					$ 50,910.00
PBS&J (Atkins)	$ 916,275.19	$ -	$ 355,757.85	$ 109,869.95		$ 47,940.74	$ 271,850.05		$ 1,701,693.78
Pittman Glaze and Assoc.	$ -	$ -	$ -	$ 25,661.00	$ 67,530.00				$ 93,191.00
Preble Rish	$ -	$ -	$ -	$ 74,831.50					$ 74,831.50
Rebol-Battle and Associates	$ 906,213.00	$ -	$ 176,459.51	$ 255,955.25		$ 128,057.70	$ 148,820.74		$ 1,615,506.20
R. W. Beck	$ -	$ 113,370.00	$ -	$ -					$ 113,370.00
Sigma Consulting	$ 184,940.00	$ 16,751.05	$ 51,945.00	$ 48,075.00	$ 115,325.00	$ 245,730.00	$ 111,523.00	$ 37,020.00	$ 811,309.05
Singhofen and Associates	$ -	$ -	$ -	$ -					$ -
Southeastern Archeological					$ 18,844.70				$ 18,844.70
Southeastern Surveying				$ 11,740.00	$ -				$ 11,740.00
Southern Site & Utility Design	$ -	$ -	$ -	$ -					$ -
Swift and Hernandez	$ -	$ 25,800.00	$ -	$ -					$ 25,800.00
The Wit Group	$ -	$ -							$ -
Terracon Consultants (aka Gallet & Asociates)	$ -	$ 18,500.00	$ -	$ -					$ 18,500.00
Thompson Engineering	$ -	$ 162,350.58	$ 23,000.00	$ -	$ 157,395.95	$ 16,504.33	$ 24,800.00	$ 48,270.00	$ 432,320.86
Volkert Construction Services	$ 30,293.58	$ -	$ 46,993.12	$ 479,436.31	$ 546,427.00	$ 49,700.00	$ 286,848.87	$ 49,984.48	$ 1,489,683.36
W. K. Dickson				$ -					$ -
Wetland Sciences						$ 9,800.00			$ 9,800.00
Totals	$ 6,136,887.34	$ 2,382,891.43	$ 2,861,685.33	$ 2,297,582.11	$ 3,699,111.39	$ 3,396,576.12	$ 2,765,686.35	$ 2,493,102.85	$ 26,033,522.92
Check Balance	$ 6,136,887.34	$ 2,382,891.43	$ 2,861,685.33	$ 2,297,582.11	$ 3,699,111.39	$ 3,396,576.12	$ 2,765,686.35	$ 2,493,102.85	$ 26,033,522.92
				$ -		$ -			$ -

Date: January 31, 2005
Prepared by: Robin Lambert

Revised: 8/13/2019

Klondike Road at Cedarbrook Estates Pond

Scope of Work

Background:

Cedarbrook Pond is located just off Klondike Drive as part of the 57-lot Cedarbrook subdivision that was constructed in 1995. Ownership of the pond transferred to the county on 4/23/1996. Originally designed as a dry-pond, there are reports the pond has failed in this capacity and has continuously retained water. This has led to complaints of flooding from two proprieties downgradient of the pond along Klondike Drive. The first property at 7721 Klondike Rd, located directly south of the pond has reported flooding from the pond & drainage system on Klondike Road. This flooding will then move on to Michael Whitney's property, located at 4400 Klondike Rd, on the other side of a shared fence. According to Mr. Whitney the flooding occurs when the drainage ponds overflows, leading to water coming from under his back fence and through his side fence into his front yard. The water then drains into the curb inlets in the front of his property.

The pond has been cleaned out several times which has resulted in improved percolation of the pond to a small degree. However, due to the nature of the soil determined by a recent geotechnical survey, the soils will not allow for full recovery in a reasonable time frame. This coupled with the fact that a perched water table exists at 8 feet and a groundwater table at 17 feet, leads to constant infiltration of water through the slope and into the pond. In order to ensure proper drainage of the pond, an under-drain and corresponding outfall will need to be constructed and installed to facilitate an adequate flow of water out of the pond as recommend by the attached geotechnical report.

Scope of Work Tasks:

Provide engineering study and subsurface exploratory services to develop a conceptual plan and 100% construction plans for the rehabilitation of stormwater management facilities, and associated conveyance improvements. A survey and a geotechnical study have already been conducted, see the attached reports below. This project consists of the following tasks:

1. Coordinate with the County Survey Department, as necessary to provide all survey work necessary for the project design. Attached survey has been provided and attached.
2. Develop conceptual plan for design consideration and land acquisition as necessary.
3. Provide 100% permitted construction plans for a drainage system for a 100-year storm event within the contributing basin and project area. Drainage conveyance improvements shall satisfy 25-year design storm event. This will include all necessary coordination meetings, plan submittals for 30%, 60%, 90%, 100% and final bid plan. This design project will adhere to the Escambia County Technical Specifications, code requirements, and regulatory requirements.
4. Obtain all required permits including ERP permits with all applicable permit fees
5. Prepare bid package documents or pricing agreements estimates, attend pre-bid meeting, prepared bid addendums as necessary, and tabulate
6. Provide minimal technical inspections services and plan interpretations for the construction phase, as necessary to provide as-built certification.
7. Provide applicable as-built certifications, drawings for regulatory permits and Escambia County.

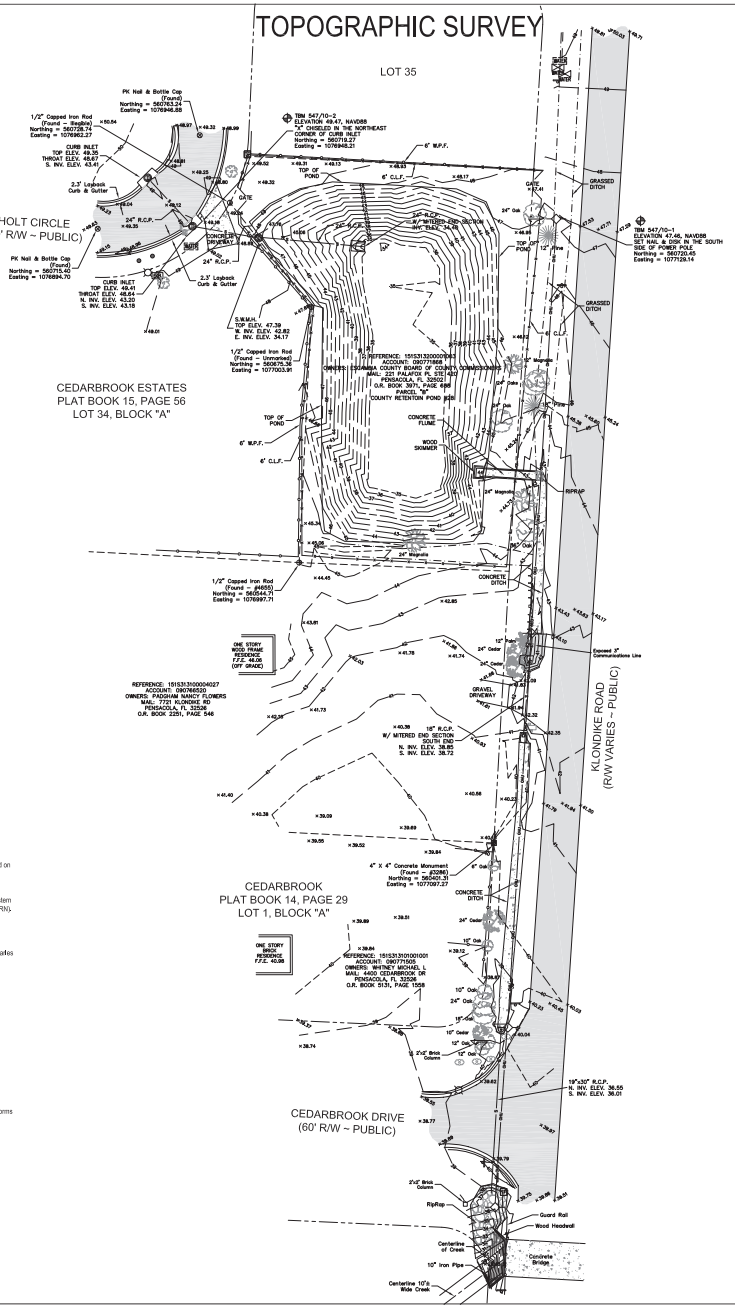
Estimated Cost:

- Design: $30,000
- Construction: $190,000

Total: $212,000


N
HOLT CIR
KLONDIKE RD
MALLARD CREEK RD
CEDARBROOK DR
CEDARBROOK CIR
JUNO CIR
Cedarbrook
Estates Pond #28
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7721 Klondike Rd
Whitney, Michael
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Road culvert
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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, IGN, and the GIS User Community
Legend:
Parcels
Contours
CountyAcqEasements
WETLANDS, Palustrine
Surface Water Lines

TOPOGRAPHIC SURVEY



LEGEND:
- POWER POLE
- GUY WIRE
- LIGHT POLE
- TELEPHONE PEDESTAL
- ELECTRICAL JUNCTION BOX
- WATER METER
- WATER VALVE
- SHRUBS OR LANDSCAPING
- SIGN
- MAIL BOX
- STORM WATER MANHOLE
- UTILITY MARK-OUT (BY OTHERS)
- C.L.F. - CHAIN LINK FENCE
- W.P.F. - WOOD PRIVACY FENCE
- R/W - RIGHT-OF-WAY
- S.W.M.H. - STORM WATER MANHOLE
- INV. ELEV. - INVERT ELEVATION
- R.C.P. - REINFORCED CONCRETE PIPE
- O.R. BOOK - OFFICIAL RECORD BOOK
- TBM - TEMPORARY BENCHMARK
- NAVD88 - NORTH AMERICAN VERTICAL DATUM OF 1988
- X 84.7 - SPOT ELEVATION
- R/W LINE
- PROPERTY LINE
- CONTOUR LINE
- OHU - OVERHEAD UTILITY LINE
- S - UNDERGROUND STORM WATER LINE
- CONCRETE
- ASPHALT

Surveyor's Notes:
1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of Bearings Reference: Grid North and the grid bearings shown hereon 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 tag of 2011 (NAD83 (2011))
3) The vertical elevations as shown hereon are referenced to Florida Department of Transportation (FDOT) Vertical Control Network and are based on North American Vertical Datum of 1988 (NAVD88)
4) To ensure that any contractor, engineer, or surveyor is on the same vertical datum, it is imperative that they use the benchmarks and elevations shown hereon. In addition, a check between benchmarks needs to be performed to verify that no one benchmark has been disturbed.
5) The horizontal positions shown hereon were derived from the utilization of a TopCon Hiper V Real Time Kinematic (RTK) Global Positioning System (GPS dual frequency receiver In RTK Mode utilizing the Florida Department of Transportation (FDOT) Florida Permanent Reference Network (FPRN). Periodic checks into known horizontal control with published coordinates were performed to ensure the quality of the data being collected.
6) Joseph Barrett, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the topographic survey shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
7) Lands shown hereon were not abstracted by Joseph Barrett, Florida Professional Surveyor and Mapper, and is, therefore, subject to deeds of record, unrecorded deeds, easements, rights-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
8) Locations are limited to visual improvements only.
9) No existing improvements were located other than those shown hereon.
10) This survey does not reflect, determine, or guarantee ownership.
11) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
12) No attempt was made to locate written or unwritten easements or right of ways other than those shown hereon.
13) Any item shown hereon and designated as "For Illustrative Purposes Only", has not been field verified by the undersigned, and is for visual representation only.
14) No boundary survey was performed for, or during, this topographic survey. Right of way and parcel lines are based on the Escambia County Property Appraiser's maps. They are "For Illustrative Purposes Only".
15) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
16) The topographic survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
17) The topographic survey and report are not full and complete without the other.
18) No other person(s) and/or entity(ies) other than those certified to above may use this topographic survey or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
19) 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 forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.
20) Documents used in the preparation of this topographic survey: a copy of Cedarbrook Estates, recorded In Plat Book 15, Page 56; a copy of Cedarbrook Subdivision, recorded In Plat Book 14, Page 29; and Escambia County Property Appraiser's Maps.

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

Joseph Barrett, Professional Surveyor and Mapper No. 6260

Date:

State of Florida

REVISIONS:	DATE:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

DRAWN BY:	FIELD DATE:	SECTION-TOWNSHIP-RANGE	APPROVED BY:	DATE:
J. HOLLAND	JUNE 11, 2019	14-1S-31W		
REVIEWED BY:	DRAWING DATE:	FIELD BOOK	PAGE	REGISTERED FL ENGINEER NO.
J. BARRETT	JUNE 20, 2019	547	10-16	PROFESSIONAL SURVEYOR AND MAPPER NO. 6260

MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT
DRAWING FILE LOCATION: C:\Civil\KLONDIKE ROAD\2019\Survey\KLONDIKE ROAD DRAINAGE 2019.DGN
TYPE OF SURVEY: TOPOGRAPHIC PROJECT NO.: 2019.074 DISTRICT ONE

KLONDIKE ROAD
(DRAINAGE PROJECT)

DRAWING NUMBER: L-6077
SHEET 1
OF 1 SHEETS

August 1, 2019

Mr. John Rosenau
Escambia County Engineering Department
Via Email: jmrosenau@myescambia.com

SUBJECT: Geotechnical Exploration
Cedar Brook Estates (Klondike) Stormwater Pond
Escambia County, Florida
LMJ File No.: 19-313

Dear Mr. Rosenau:

This letter forwards the results of our Geotechnical Exploration for the existing **Cedar Brook Estates Stormwater Pond** located west of Klondike road and just south of the intersection of Klondike and Holt Circle in Escambia County, Florida. The purpose of this exploration was to determine the general subsurface conditions at the boring locations and use this information to provide general design recommendations for rehabilitation of the stormwater pond. Our exploration consisted of two Standard Penetration Test borings, classification of the soil samples, laboratory testing of selected soil samples, and analysis by our engineering staff.

Project and Site Description

The site is located just south of 7821 Klondike Road in Escambia County, Florida. We understand the project consists of the rehabilitation of an existing pond. Based on Google Earth aerial photographs, the pond is roughly 195x90 feet in plan area, and reportedly holds water most or all of the time. We understand the pond was originally designed to be a dry pond, and a sand chimney is being considered to help the pond drain better. Should this information change or be incorrect, the geotechnical engineer should be notified and changes to our recommendations may be needed.

Subsurface Exploration

To examine the subsurface conditions at the site, LMJ drilled two Standard Penetration Test (SPT) borings to a depth of 31 feet below existing grade. The SPT consists of driving a 2-inch outside diameter split spoon sampler into the ground using a 140-pound hammer dropped 30 inches. The number of blows required to drive the sampler one foot after seating it 6 inches is referred to as the blow count or “N” value and is a measure of the relative density of subsurface soils. “N” values can be found in **Figure #2** adjacent to the soil description. The SPT borings were drilled in general accordance with ASTM D1586 using a truck mounted drill rig. Five SPT samples were taken to a depth of 10 feet, and the borings were sampled at 5 foot increments thereafter. Each sample was removed from the sampler, classified in the field by the driller, and packaged for visual classification and laboratory testing by our engineering staff. A Shelby tube sample was taken from one boring for laboratory permeability testing.

Subsurface Conditions

The boring locations are shown in the attached **Figure #1** and should be considered approximate. The borings were located in the field by measuring from existing landmarks. The subsurface conditions encountered in the borings is shown in the attached **Figure #2**. Boundaries between

soil layers and soil depths should be considered approximate as the actual transition between soil layers may be gradual. A generalized summary of the conditions encountered in the borings is included below. For a detailed description of the conditions encountered in the borings, the reader is directed to **Figure #2**.

The borings generally encountered two inches of topsoil at the ground surface, underlain by brown and orange loose silty sand to 4-6 feet, underlain by orange and tan medium dense and loose silty sand and slightly clayey silty sand to bottom of the B-2 boring at 31 feet. Boring B-1 encountered orange and tan medium dense and loose silty sand from 6 to 23 feet, underlain by dark orange medium dense to loose slightly silty sand to the bottom of the boring at the 31 foot depth.

Groundwater was encountered in both of the borings at a depth of roughly 17 feet at the time of drilling. Perched groundwater was encountered in the boring B-2 at the 8 foot depth at the time of drilling. Groundwater levels will vary with the amount of local rainfall, changes in site drainage characteristics, and may be different at other times.

Laboratory Soil Testing

Laboratory testing for this project consisted of one falling head permeability test on the Shelby tube sample, two grainsize tests, seven percent passing a number 200 sieve tests and seven natural moisture content tests. These soil tests helped evaluate and document soil properties and assisted in soil classification. Results of the percent passing a number 200 sieve portion of the grainsize tests, the percent passing a number 200 sieve tests, the natural moisture content tests and the falling head permeability test are shown on the boring logs (**Figure #2**) adjacent to the samples tested. The full graphical results of the grainsize tests are attached as **Figure #3**. The results of the falling head permeability test are also summarized in the following **Table #1**.

Table #1: Permeability Test Results Summary

Boring	Sample Depth (ft)	Sample Description	Dry Unit Weight (pcf)	Saturated Vertical Hydraulic Conductivity (ft/day) (K_{vs})	Percent Fines
B-2	11-12	Orange and Tan Silty Sand	105.8	0.02	23.0

Basis of Recommendations

Recommendations rendered herein are based on assumed and/or design information available at the time of this report, the subsurface conditions encountered in the test borings, commonly accepted Geotechnical Engineering principles and practices, and our experience with similar soil and groundwater conditions. Should final project design information differ from the design information used in this report, or should any soil conditions not discussed in this report be encountered during construction, our office should be notified and retained so that this report can be modified as needed.

Regardless of the care exercised in performing a Geotechnical Exploration, the possibility always exists that soil and/or groundwater conditions will differ from those encountered at the specific boring locations. In addition, construction operations may alter the soil conditions. Therefore, it is

recommended that a representative from Larry M. Jacobs & Associates, Inc. (LMJ) be involved as needed during the construction phases of this project.

Stormwater Pond Recommendations

The borings encountered primarily poorly draining silty sand and slightly clayey silty sand soils. The groundwater table was at 17 feet below existing grade at the time of drilling and perched groundwater was encountered at 8 feet below grade. Soil conditions at the boring locations were very poor for a sand chimney design, and the existing pond bottom is likely placed in or near the slightly clayey silty sand soils encountered at 5-9 feet below grade. The slightly clayey silty sand soils are particularly poorly draining due to their clay content and would effectively perch water in the pond. Minor outflow may be occurring in the upper 4-5 feet where the silty sand soils were loose, but those soils are quite unlikely to fully drain the pond in any reasonable time period. In order to function as a dry pond, we recommend that an underdrain or side drain be installed if a suitable outfall exists.

We hope this letter provides sufficient information for your current requirements. If you have any questions or comments, please feel free to give us a call.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.

Terry D. Niemann
Project Manager

David L. Liechty, PE
Project Engineer
Florida Reg. #64774

DAVID LAMAR LIECHTY LICENSE No. 64774 STATE OF FLORIDA PROFESSIONAL ENGINEER

This document has been digitally signed by David L. Liechty, PE on 8/1/2019. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

Attachments

BORING LOCATION PLAN



STANDARD PENETRATION TEST BORING

ALL BORING LOCATIONS ARE APPROXIMATE

Project #: 19-313	**Scale: NTS**
Date: 08/01/2019	**Checked By: TDN**
Project: Cedar Brook Estates Pond	
Location: Escambia County, Florida	

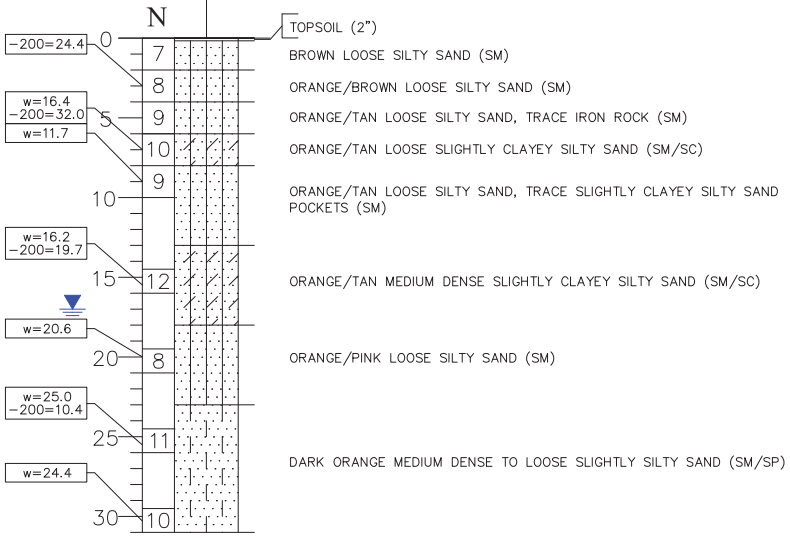
Geotechnical Engineering
Drilling Services
Materials Testing

Figure #2

BORING LOGS

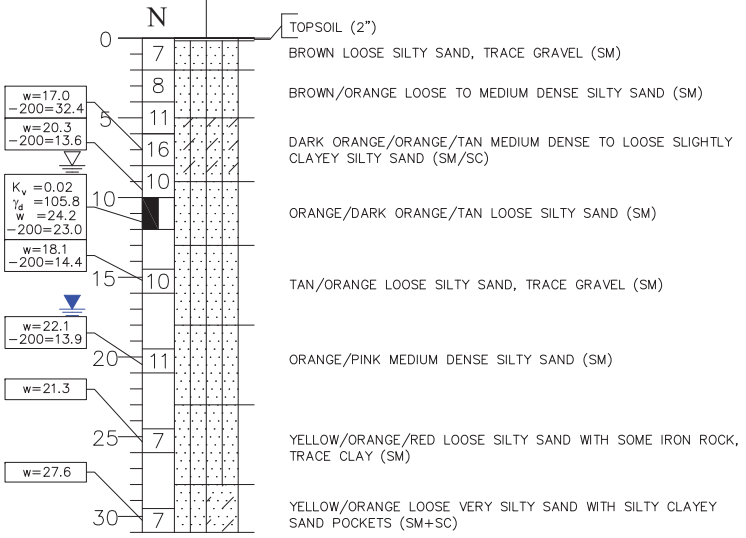
B-1

07-03-19

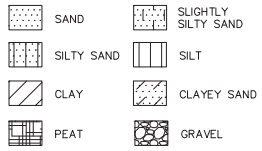


B-2

07-03-19



LEGEND



GRANULAR MATERIALS

SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-4	VERY LOOSE
5-10	LOOSE
11-30	MEDIUM DENSE
31-50	DENSE
GREATER THAN 50	VERY DENSE

SILTS AND CLAY

SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-2	VERY SOFT
3-4	SOFT
5-8	MEDIUM STIFF
9-16	STIFF
17-32	VERY STIFF
GREATER THAN 32	HARD

SYMBOLS:

GNE= GROUNDWATER NOT ENCOUNTERED AT TIME OF DRILLING
N = STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT
▼= ENCOUNTERED GROUNDWATER LEVEL
▽= ENCOUNTERED PERCHED WATER LEVEL
50/7"= NUMBER OF BLOWS REQUIRED (50) TO ADVANCE SPLIT SPOON SAMPLER A SPECIFIC DISTANCE (2) INCHES
HW= SPLIT SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER
HA= HAND AUGER
▮= SHELBY TUBE SAMPLE
W= NATURAL MOISTURE CONTENT (%)
-200= FINES PASSING #200 SIEVE (%)
O.C.= ORGANIC CONTENT (%)
LL= ATTERBERG LIMITS (%)
LL=LIQUID LIMIT, PL=PLASTIC LIMIT
LI= LIQUIDITY INDEX
c≈ APPROXIMATE COHESION VALUE (PSF) BASED ON POCKET PENETROMETER READINGS
K_v= SATURATED VERTICAL HYDRAULIC CONDUCTIVITY (FT/DAY)
γ_d= DRY UNIT WEIGHT (PCF)
γ_m= ESTIMATED MOIST UNIT WEIGHT (PCF)
γ_b = ESTIMATED BOUYANT UNIT WEIGHT (PCF)
ϕ= ESTIMATED ANGLE OF INTERNAL FRICTION (DEGREES)

NOTES:

1) SPT BORINGS PERFORMED IN GENERAL ACCORDANCE WITH ASTM D1586
2) SUBSURFACE CONDITIONS ARE AT BORING LOCATIONS AND ACTUAL CONDITIONS BETWEEN BORINGS MAY VARY
3) ALL CLASSIFICATIONS ARE BASED ON VISUAL EXAMINATION UNLESS ACCOMPANIED BY LABORATORY TEST RESULTS
4) BOUNDARIES BETWEEN SOIL LAYERS SHOULD BE CONSIDERED APPROXIMATE AS THE ACTUAL TRANSITION MAY BE GRADUAL
5) DEPTH OF BORING IS BELOW EXISTING GRADE AT TIME OF DRILLING
6) ELEVATIONS ESTIMATED FROM PROVIDED TOPOGRAPHIC SURVEY

Project #: 19-313 **Scale: NTS**

Date: 08/01/2019 **Checked By: VB**

Project: Cedar Brook Estates Pond

Location: Escambia County, Florida

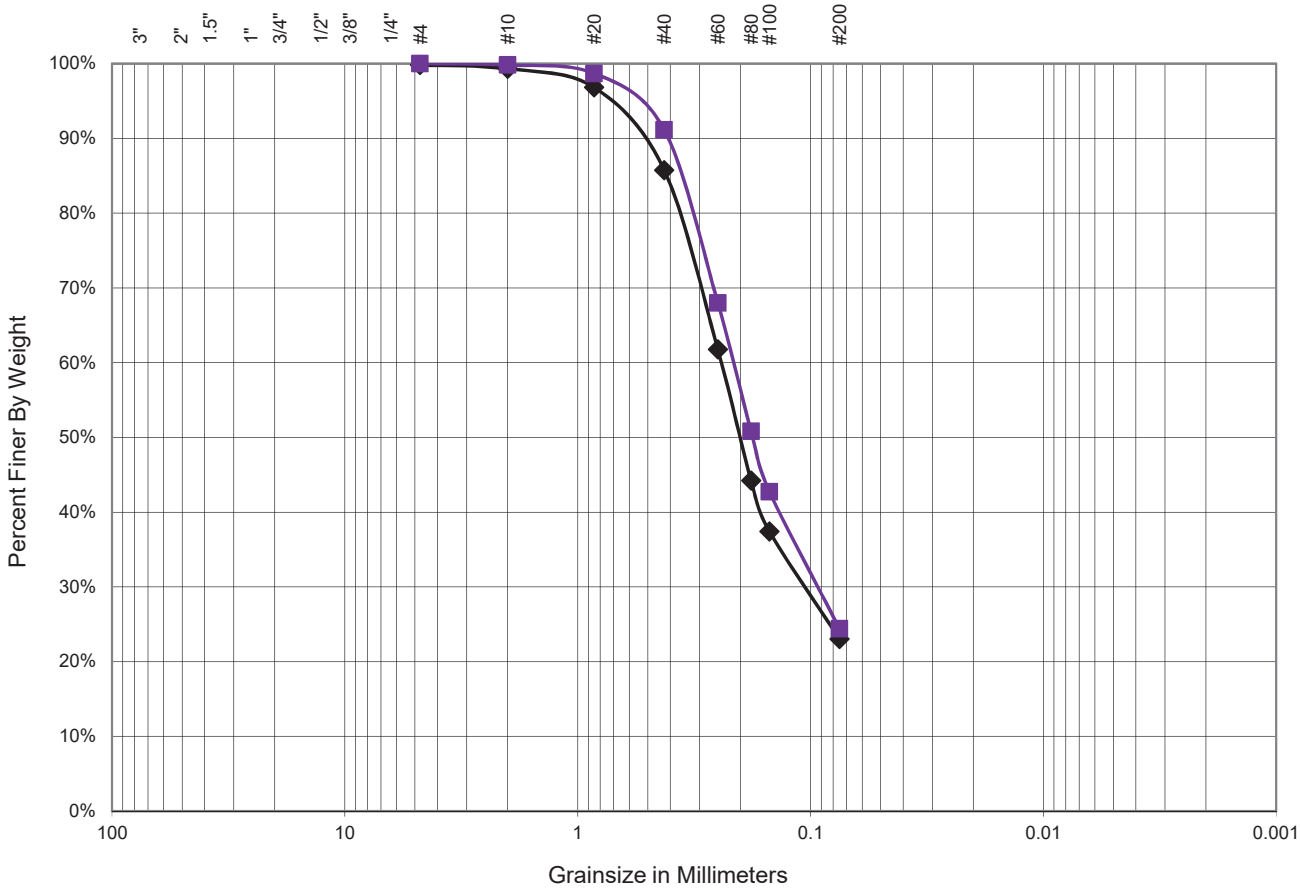
Geotechnical Engineering
Drilling Services
Materials Testing

Client: Escambia County Engineering Department
Project: Cedar Brook Estates Pond
Location: Escambia County, FL

Grainsize Analysis - ASTM C136/AASHTO T27

Figure #: 3
Project #: 19-313
Date: 7/19/2019
Engineer: VB

Sample #	Depth (ft)	Soil Description
◆ B-2-UD	10 - 12	Orange Clayey Silty Sand
■ B-1-2	2 - 3.5	Brown/Tan Silty Sand



GRAVEL		SAND			SILT OR CLAY
COARSE	FINE	COARSE	MEDIUM	FINE	

JMA
Engineering Services, Inc.
• Civil Engineering • Planning •

September 16, 2019 (Rev. 9-26-19)

Mr. Grant Dams, Project Manager
Public Works Bureau, Engineering Division
3363 West Park Place
Pensacola, Florida 32505

RE: Klondike Road at Cedarbrook Estates Pond Improvement Project
JMA Project No. 2019.KRCBPOND.00

Dear Mr. Dams:

JMA Engineering Services, Inc. (JMA) is please to submit our proposal to provide professional engineering and permitting services to rehabilitate the Cedarbrook Estates pond to reduce flooding and provide a pond to County standards for future maintenance. As we understand it, the County requests a strong set of construction plans with permits and documents for bidding. Geotechnical services were done by Larry M. Jacobs & Associates, Inc., with the County providing the surveying work on the project. Our proposed scope of work is as follows:

Task 1: Surveying Coordination:

- We will coordinate with County Surveyor for the surveying on the project.
- Once the survey is received, we will walk the site to review all surveying is complete.

Task 2: Design, Plan Preparation & Permitting:

- We will prepare a Conceptual Plan for the proposed retention pond based on the received geotechnical data. Due to the soil conditions from the geotechnical report a sand underdrain system will be design, and a suitable outfall established.
- Provide 30%, 90% and 100% final plans for the proposed pond improvements.
- Prepare, submit and obtain an ERP Permit for the final design of the project. Permit fees for the project to the Water Management District are included in Task 5 – Project Allowances.
- Plans should be reproducible to 1:40 scale (11"x17") and 1:20 scale (24" X 36") sheets size plans.
- Pond design will be at a 100-year event, while piping will be designed at a 25-year event storm.
- Utility Coordination and Plans-in-hand walk through with Utility companies at final phase submittals. Agencies include ESP, Gulf Power, ECUA, Bellsouth, and Escambia County.

2726 Wallace Lake Road • Pace, FL • 32571
PHONE 850.995.7323 • e-MAIL jerry@mcguire-assoc.com

Task 3: Pricing Agreement or Bidding:

- Submit cost estimates via pricing agreement (various percentage designs for 30% and 90%). Final Pricing Agreement or Bid tab Sheet at 100%).
- Prepare all bid documents through bidding process.
- Attend pre-bid meeting with Engineering and Purchasing Departments.
- Respond to all Request for Information and issue any necessary addendums.
- Tabulate bids or pricing agreement totals.
- Provide Bid tab for either bidding the project or using the County Pricing Agreement

Task 4: Project Allowances:

- Attend various meetings with County Staff, residents, etc.
- Provide Water Management District fees for permit applications.
- Consultant will be available on an as-needed basis during construction to address issues with design or any unforeseen construction issues. and as needed to monitor construction and prepare as-built drawings. The County will inspect all construction Improvements. All limited inspections services provided by the consultant shall be established through this allowance.
- Consultant will prepare as-built certification based upon contractor mark-ups & post construction meetings and inspections.
- Provide as-built plans at the project end. We assume the County surveying will provide the information for the as-builts drawings.

Compensation for these services shall be as follows:

Task 1: Task 1: Surveying Coordination:		
Task 1 Total Costs		$ 1,036.65
Task 2: Design, Plan Preparation & Permitting		
Task 2 Total Costs		$ 23,818.51
Task 3: Pricing Agreement or Bidding		
Task 3 Total Costs		$ 1,887.65
Task 4: Project Allowances		
Task 4 Total Costs		$ 3,257.19
	TOTAL	**$ 30,000.00**

Deliverables for the project shall be the following:

1. Pdf files of design, permitting and drawings (ADA Compliant)
2. AutoCAD files of the drawings developed for the project.
3. Other copies as deemed needed by the County Staff. (ADA Compliant)

Any additional services required of our firm that are not specifically listed in this proposal are to be negotiated at the time they are needed. Thank you for the opportunity to submit this proposal to provide engineering and surveying services.

Sincerely:

JMA ENGINEERING SERVICES, INC.

Jerry W. McGuire, P.E.
President
Attachments

2726 Wallace Lake Road • Pace, FL • 32571
PHONE 850.995.7323 • e-MAIL jerry@mcguire-assoc.com

KLONDIKE ROAD AT CEDARBROOK ESTATES POND
For Escambia County
May 12, 2019

DESCRIPTION	PRIN $185.64	P.M. $173.25	P.E. $139.42	D.E. $81.32	PSM $76.90	Survey Crew $732.72	CADD $85.70	INSP $67.67	CLERICAL $62.52	FEE
TASK 1 - SURVEYING COORDINATION SERVICES										
Coordination with County Surveying Department	0.5	0.5								$179.45
Assist with Easement Acquisition as needed	1.0	2.0								$532.14
Walk Survey in Field	1.0		1.0							$325.06
TASK 1 - SURVEYING SERVICES TOTAL =	**2.5**	**2.5**	**1.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**$1,036.65**
TASK 2 Design, Plan Preparartion & Permitting										
PART 3A - CONCEPTUAL DESIGN										
Survey Data Conversion to AutoCAD Drwgs			1.0	2.0			8.0			$987.66
Develop 100-Year Storm Basin Size for Pond	1.5	1.5	2.5				6.0		1.5	$1,494.87
Develop Initial Pipe Calculations	1.0	1.5	2.5				5.0		1.5	$1,316.35
Submit & Meet with County Staff on Conceptual Design	1.5									$278.46
TASK 2A TOTALS =	**4.0**	**3.0**	**6.0**	**2.0**	**0.0**	**0.0**	**19.0**	**0.0**	**3.0**	**$4,077.33**
PART 2B - 30% PLAN DEVELOPMENT										
Project Coordination Meetings With Client	4.0									$742.56
Prepare 30% Design Plans for review/comment	5.0	6.0	12.0	0.5			38.0			$6,938.00
Send 30% Plans to FDOT & WMD for comment	2.0									$371.28
Submit 30% plans to Escambia County for review/comment	2.0								2.0	$496.32
Plans-in-hand Site Meeting	2.0									$371.28
TASK 2B TOTALS =	**15.0**	**6.0**	**12.0**	**0.5**	**0.0**	**0.0**	**38.0**	**0.0**	**2.0**	**$8,919.44**
PART 2C - 90% PLAN DEVELOPMENT & Permitting										
Project Coordination Meetings With Client	2.0									$371.28
Prepare 90% Design Plans	1.0	2.0	12.0				32.0			$4,947.58
Send 90% Plans to FDOT & WMD	1.0									$185.64
Submit 90% plans to Escambia County	1.5									$278.46
Prepare 90% Cost Estimate	2.0	2.0							2.5	$874.08
Plans-in-hand Site Meeting	2.0	2.0								$717.78
TASK 2C TOTALS =	**9.5**	**6.0**	**12.0**	**0.0**	**0.0**	**0.0**	**32.0**	**0.0**	**2.5**	**$7,374.82**
PART 2D - 100% FINAL CONSTRUCTION PLAN DEVELOPMENT										
Project Coordination Meetings With Client	1.0									$185.64
Finalize Construction 100% Plans	4.5	1.0					8.5		2.5	$1,893.38
Send Final 100% Plans to Utility Companies	2.0		2.0							$650.12
QA/QC Review	2.0	2.0								$717.78
TASK 2D TOTALS =	**9.5**	**3.0**	**2.0**	**0.0**	**0.0**	**0.0**	**8.5**	**0.0**	**2.5**	**$3,446.92**
TASK 2 - DESIGN, PLAN PREPARATION AND PERMITTING =	**38.0**	**18.0**	**32.0**	**2.5**	**0.0**	**0.0**	**97.5**	**0.0**	**10.0**	**$23,818.51**
TASK 3 - pricing agreement or bid documents										
Prepare Engineer's Certified Construction Cost	1.0	1.5	1.0							$584.94
Attend Pre-Bid Meeting/Address Addendums as needed	1.0	1.0								$358.89
Respond to Requests for Information & Issue Clarifications	1.0	1.5								$445.52
Provide Tabular Quantities on Pricing Agreement	1.0	1.0	1.0							$498.31
TASK 3 BIDDING TOTALS =	4.0	5.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	$1,887.65
TASK 4 - Allowances										
PROJECT ALLOWANCES										
Permitting Allowance Fee										$1,489.37
Attend Meetings with County Staff, residents, etc.	2.0									$371.28
Prepare As-Built drawings & certification based on contractor as-builts	1.0						2.0			$357.04
As needed inspection services		6.0								$1,039.50
TASK 4 - CONSTRUCTION ADMIN & INSPECTOINS TOTAL =	**3.0**	**6.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2.0**	**0.0**	**0.0**	**$3,257.19**
TASK 1 + TASK 2+ TASK 3 + TASK 4 =	**47.5**	**31.5**	**35.0**	**2.5**	**0.0**	**0.0**	**99.5**	**0.0**	**10.0**	**$30,000.00**

Calculations verified by R Lambert 10-29-19

JMA
Engineering Services, Inc.

• Civil Engineering • Planning •

Proposed Work Schedule – Calendar Days
Klondike Road at Cedarbrook Estates Pond

	Projected Date	Actual Date
Scope Meeting	9/25/2019	9/25/2019
Notice to Proceed	10/1/ 2019	
Task 1 - Surveying Coordination Services		
Survey to Consultant	9/25/2019	
Consultant Review/CAD Coord.	9/27/2019	
Task 2 - Engineering/Permitting Services		
Schematic Design		
Surv. Dwg. To Eng. Dwg.	10/01 – 10/15/2019	
Coordinate with Utilities/FDOT	10/15 – 10/22/2019	
County Review and Comments	10/15 – 10/292019	
30% Design		
30% Design Drawings/Cost Est.	11/01 – 11/15/2019	
Coordinate with Utilities/FDOT	11/15 – 11/29/2019	
County Review and Comments	11/15 – 11/29/2019	
100% Design		
Address County Comments	12/02 – 12/15/2019	
100% Design Drawings/Specs	12/17/2019	
QA/QC Meeting with County	01/04/2019	
Task 3 – Pricing/Bid Documents		
Certified Cost/Tabular Cost	12/17 – 12/13/2019	
Bids to County for Review	12/4/2019	
Task 4 – Project Allowances	**As needed**	
Construction Time	**180 Days**	
TOTAL PROJECT CALENDAR DAYS	**300 days**	
Construction Administration	**As needed**	
As-Builts/Certifications	**7 days**	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17264 **County Administrator's Report 10. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Renewal of Agreement for EMS Collection Services
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the First of Two Possible Renewals for EMS Collection Services - John Dosh, Interim Public Safety Department Director, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the first of two possible one-year renewals between Escambia County and Affiliated Creditors, Inc., per the terms and conditions of PD 17-18.028, EMS Collection Services, in the amount of $50,000 annually, retroactive to May 3, 2019.

[Funding: Fund 408, Emergency Medical Services, Cost Center 330603, Object Code 53401]

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

- Email from Vendor approving the renewal.
- Original Recommendation to the Board and Award
- Original Agreement

BACKGROUND:

The Board awarded the Agreement for PD 17-18.028, EMS Collection Services, to Affiliated Creditors, Inc., on April 5, 2018. This is the first 12-month renewal of two possible renewals.

BUDGETARY IMPACT:

Funding: Fund 408, Emergency Medical Services, Cost Center 330603, Object Code 53401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will notify the vendor of the Renewal of Agreement.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17262 **County Administrator's Report 10. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Contract Award for Construction Engineering Inspections (C.E.I.) for Bob Sikes Bridge Rehabilitation Project
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Construction, Engineering, Inspection Services for Bob Sikes Bridge Rehabilitation Project - Paul Nobles, Purchasing Manager, Office of Purchasing

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 19-20.003, Construction, Engineering, Inspection (CEI) Services for Bob Sikes Bridge Rehabilitation Project, for a lump sum amount of $402,145.

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

Agreement with Exhibits

[Funding: Fund 108, Tourist Development Fund, Cost Center 360101, Object Code 56301]

BACKGROUND:

The Bob Sikes Bridge Rehabilitation Project involves the West Bridge (480123) and East Bridge (480139), conveying vehicle and foot traffic over the Santa Rosa Sound between the City of Gulf Breeze in Santa Rosa County, and Pensacola Beach in Escambia County, Florida. The total project length is 1620 lineal feet (0.19 miles). The rehabilitation improvements consist of concrete repairs, cleaning and coating, joint replacement, fender improvements, fender cleaning and coating, bulkhead and rip-rap repairs, and installation of cathodic protection on

fender piles and structures. Rehabilitation is expected to extend the life of the bridges 12 years, per design criteria, to 2036.

Southern Road & Bridge, LLC, was awarded approval to proceed with rehabilitation of the bridge by the Board on December 5, 2019. Construction Engineering and Inspection (CEI) services are required for contract administration, inspection, monitoring, materials sampling and testing for the construction project within the scope of services.

The Board approved the use of Tourist Development Funds (TDT) funds at the November 7, 2019, BCC Meeting to be used toward the necessary repairs to the Bob Sikes Toll Bridge on Pensacola Beach in conjunction with other identified funding sources needed to complete the project. The TDT Committee approved using these funds at thir regular meeting on December 10, 2019.

Requests for Letters of Interest, PD 19-20.003, Construction, Engineering, Inspection (CEI) for the Bob Sikes Bridge Rehabilitation, were publicly noticed on October 16, 2019, to 56 known firms. Responses were received from three firms on November 6, 2019.

The Selection/Negotiation Committee ranked in the following order:

1. Mott MacDonald Florida, LLC;
2. HDR Construction Control Corporation; and
3. DRMP, Inc.

Mott MacDonald Florida, LLC, provided their initial fee proposal on December 10, 2019. The first negotiation meeting was held on December 10, 2019, and the Final and Best Offer was established with a lump sum fee of $402,145.

BUDGETARY IMPACT:

Fund 108, Tourist Development Fund, Cost Center 360101, Object Code 56301

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchase and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects and Purchase Order.

Attachments

Solicitation
Register of Proposers
Discussion Meeting Notice
Notice of Ranking

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR LETTERS OF INTEREST

CONSTRUCTION ENGINEERING INSPECTIONS (C.E.I.) FOR BOB SIKES BRIDGE REHABILITATION PROJECT SPECIFICATION NUMBER PD 19-20.003

LETTERS OF INTEREST WILL BE RECEIVED UNTIL: 11:59 P.M., CST, NOVEMBER 6, 2019
Office of Purchasing, Room 11.101
Matt Langley Bell III Building
213 Palafox Place, Pensacola, FL 32502

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert D. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:

Lawrence A. Gordon
Purchasing Specialist
Tel: (850) 595-4987
Email: LAGordon@myescambia.com

Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY FLORIDA
REQUEST FOR LETTERS OF INTEREST
PROPOSER'S CHECKLIST
BOB SIKES BRIDGE REHABILITATION PROJECT
SPECIFICATION PD 19-20.003

HOW TO SUBMIT YOUR PROPOSAL:

Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before date and hour for specified for receipt. Late bids will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of Government Forms Software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: **http://submittals.myescambia.com/**

- GSA Standard Form 330 (Must be submitted in the order listed below);
  - Part II (**update if already submitted**)
  - Part I

The following documents are to be made into PDF's and uploaded:

- Letter of Interest
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State of Florida (information can be obtained at http://www.sunbiz.org/search.html)

Note: While the following forms are attached to this solicitation, they are provided as an example only. Use the forms listed on http://submittals.myescambia.com/, **General Information/Sample Forms/Required Items** as they are PDF forms.

- Certification Regarding E-Verify System
- Truth in Negotiation Certification
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Program Certification
- Information Sheet for Transactions and Conveyances Corporate Identification

The Following Submittals Are Required Upon Notice of Award:

- Certificate of Insurance

How to Submit a "No Proposal"

If you do not wish to propose at this time, please forward a sealed envelope to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding. This will ensure your company's active status in our vendor list.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.
DO NOT RETURN WITH YOUR BID

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- Contract Plans
- Technical Special Provision for Cathodic Protection System
- Technical Special Provisions for Compliance with Federal Endangered Species Act and Other Wildlife Regulations
- Environmental Permitting Summary

CONSTRUCTION, ENGINEERING, INSPECTION AND PROJECT MANAGEMENT FOR THE BOB SIKES BRIDGE REHABILITATION PROJECT

Solicitation Identification Number PD 19-20.003

I. INFORMATION PACKAGE:

SCOPE OF SERVICES SUMMARY:

The Scope of Work for this project is to provide construction, engineering, inspection and project management services for the bridge replacement portion for the following portion of the project: Bob Sikes Bridge Rehabilitation Project. This document gives the Consultant the same responsibility as Escambia County when administering this County construction project contracts. The administration of the bridge installation in the Bob Sikes Bridge Rehabilitation Project will be conducted by the Consultant in full cooperation with Escambia County. Escambia County will have the final word in regard to challenges of Consultant authority by the Contractor or decisions made by the Consultant regarding the work. The goal of Escambia County and the Consultant shall be to administer the contract in a highly professional manner, conducive to a cooperative relationship between the Consultant, Contractors, and Escambia County, and to complete the work on budget and on time with minimum inconvenience and maximum safety for the public.

Note: The improvements under the rehabilitation project consist of concrete repairs, bearing cleaning and coating, joint replacement, fender repairs, fender cleaning and coating, bulkhead and riprap repairs, and installation of cathodic protection on fender piles and dolphins of Bridge Nos. 480123 & 480139 carrying CR 399 over Santa Rosa Sound, located in Escambia County, FL.

The responsibilities of the Consultant on this project are, but not limited to:

1. Pollution and Erosion Control Conferences: Prepare for and conduct the Pollution and Erosion Control Conference. Address and resolve all issues that arise at the meetings with appropriate offices, agencies, and divisions. Prepare and distribute detailed minutes of the meeting. The Escambia County Project Coordinator (manager) will schedule the meeting and provide the time/place to the inspection personnel.

2. Attend Bi-Weekly Meetings: Prepare the agenda, attend, and conduct a meeting every other week (or as needed) with Escambia County personnel, Contractor, Subcontractors, Utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events, the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting. Distribute written minutes to the appropriate agencies. The Escambia County project manager will provide an updated construction schedule to inspection personnel for the project.

3. Project Administration: Provide project administration and coordinate with the assigned Project Coordinator. Prepare for, cooperate with, and assist auditors who may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Monitor Contractor's hours worked and materials on the project and verify all pay requests for accuracy. Prior to starting work, submit to Project Coordinator a listing of personnel assigned to the project for review and approval. In addition, provide a list of persons with emergency phone numbers to the Project Coordinator and be available at any time in the case of an emergency on the project. The Consultant shall also obtain from the Contractor

a list of personnel that will be responsible for any occurrence that may arise on the project, for the life of the project.

4. Provide Bridge Construction Inspection: Provide effective and qualified supervision of all construction services being conducted by Prime Contractor and Subcontractors. All field technicians must be certified as required by the Escambia County Technical Specifications and Project Specific Specifications for the types of work to be performed including training certifications/records as applicable. In accordance with the construction Plans of the bridge portion of the project, deck and column, concrete restoration repair techniques and monitoring requirements are established by the County Consulting Engineer (Project Engineer).

    - Review Contractor's MOT plan provide comments to the Project Engineer and to the PM within five (5) working days of the Contractor's submittal.
    - Review Contractor's Marine Traffic Control (MTC) measures provide comments to the Project Engineer and to the Project Coordinator within five (5) working days of the Contractor's submittal.
    - Review Contractor's Endangers Species Act (ESA) Protection measures provide comments to the Project Engineer and to the Project Coordinator within five (5) working days of the Contractor's submittal.
    - Provide information and recommendations to the EOR for additional or alternate repairs to bridge structure not included in Contract Plans that are discovered during the course of construction, as needed, during the Contractors work on the bridge.

5. Conduct Field Surveys (if needed): Verify surveying services to obtain original, final, as well as, progress estimate quantities for payment of all earthwork pay items to the Contractor. Be prepared to justify quantities in case of discrepancies between the Contractors and Project Coordinator. Upon request, check construction layout when deemed necessary by the Project Coordinator.

6. Supplemental Agreements/Construction Changes: Notify the Project Coordinator of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices, with advice from the Project Coordinator, for additional pay items with the Contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the Project Coordinator.

7. Quality Assurance, Testing for Acceptance, and Training (as applicable): Consultant will be required to perform all Verification Testing of Contractor materials and methods. A Quality Assurance plan shall be provided by the Contractor as required in the Technical Special Provision for Concrete Restoration in T401-3.3 Quality Control - quality control/quality assurance (QC/QA) plan. Provide monitoring of that QA plan. Copies of all certifications shall be filed in the project records for review by Escambia County at any time. Any temporary waivers of certification or licensing will be reviewed by Escambia County for the final decision. Provide certification training to Consultant personnel for all necessary field-testing and inspection. Monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard forms provided by Escambia County and distribute as required. Monitor documentation of testing by the Contractor. Field test verification by the Consultant includes, but is not limited to, all asphalt related testing to include asphalt plant inspection and all concrete related testing for acceptance by Escambia County, nuclear density testing of earthwork, base stone, asphalt, structural backfill as defined in the Escambia County Technical Specifications and Escambia County's sampling and testing schedule.

Monitor concrete restoration cylinder testing pursuant QC/QA plan. (Note: All tests normally performed by Escambia County personnel will be performed by the Consultant.) Also, Consultant's responsibilities include, the random checking of application rates, dimensions and bearings to assure conformance to the Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on forms supplied by Escambia County and will receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted to Escambia County will also be reviewed for completeness and conformance to Escambia County's standard form of submission. A Final Materials and Tests Certification will be submitted to Project Coordinator with the Final Records.

8. Progress Payments: The Consultant will document and assemble accurate quantities for Monthly Progress Payments to the Prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The Project Coordinator must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the Project Coordinator for review and payment. Payments for stockpiled material may be made as defined in the Escambia County Technical Specifications and approved by the Project Coordinator. Copies of approved Subcontractors shall be on file prior to the first Progress Payment.

9. Revisions to the Contract Plans: Any revisions to the Contract Plans or cross sections will be submitted to the Project Coordinator for review and processing.

10. Distribution of Correspondence: Submit to the Project Coordinator a copy of all correspondence between the Consultant, Contractor, Subcontractors, or others concerning matters related to the project. Maintain an electronic file of all correspondence for submission with the project Final Records.

11. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for the bridge deck, bearing plate, beams, pedestal, column, footing, fender and dolphin repairs, and associated items that are being incorporated into the bridge portion of the project, including but not limited to crack and spall repairs, bearing paint, beam repair, concrete and steel-bar column and footing repair, joint installation, and cathodic protection installation. Observe, measure and record all quantities for payment. Record field measurements in project records for review by Escambia County or auditors. The records will be recorded on a standard form (field book) supplied or defined and approved by Escambia County and/or on field inspection forms to be submitted to Escambia County. Check traffic control daily, and additionally as required or requested. Notify the Contractor of deficiencies or problems immediately. Document weekly (or as often as required) project traffic control on forms supplied by or approved by Escambia County and distribute as required. Inspect daily pollution control items and Endangered Species Act protection items for conformance to the Plans as well as effectiveness in the field. Notify the Contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions from the Contractor or Escambia County. Prepare an accurate daily diary, signed by the inspector, consisting of, but not limited to:

- A record of the contractors on the project
- Their personnel (number and classification)

- Equipment (number and type or size) arriving to or leaving the project, idle and anchored equipment
- Location and work performed by each Contractor or Subcontractor
- Orders given to the Contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc., tides, wave height and other marine weather items etc.
- Days charged, with explanation if not charged
- Any other details that may be important later in the project life to verify the work performed:

    - Detailed notes of work locations and days onsite.
    - A digital video of the site/areas where work is to be performed prior to construction.
    - Photo documentation of work areas before, during, and after construction.
    - Backup for material hauled away from the site, including type of materials, size of the load, and final disposal site location.
    - Documentation of load tickets and material purchase.
    - Field Measurements to verify quantities of work both before and after work is performed. Major discrepancies shall be coordinated with the County/Engineer prior to work being performed.
    - Any other documentation which provides a way for the Consultant to verify the quantities of work performed.

12. Reports: There are numerous reports, documents, etc., that shall be generated in the process of Contract Administration. Submit a formatted report (Escambia County standard format) of selected project records to Project Coordinator after project completion. Any questions regarding the requirements shall be forwarded to the Project Coordinator for clarification.

13. Final Records: Submit a final estimate (electronic format) for the project at this time. Coordinate Consultant hours after project completion with the Project Coordinator for approval.

14. Project Claims: Prepare documentation and assist in the defense of Escambia County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

15. Utilities: Utilities are located in the project area. The Consultant shall ensure that the Contractor follows Sunshine One protocol before digging.

16. Plan Review: Review submitted shop drawings from the design engineers prior to construction for completion, comments, concerns and observations.

17. Citizen Interface: Consultant will provide collection of on-site complaints and citizen contact and will coordinate with the Project Coordinator and the County's Consulting Engineer who is the primary point of contact for citizen comments, inquiries and complaints through their Public Involvement Plan for this construction project.

18. OTHER SERVICES:

Upon written request, the Consultant will perform additional services for the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement but may be required by the County to supplement the Consultant services under this Agreement.

- Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- Provide bridge inspection services in addition to those provided for in this Agreement including marine inspection services for the projects ESA Protection Plan
- Provide services determined necessary for the successful completion and closure of the Bridge Rehabilitation Project.

Project manager's preference:

Note: The County seeks that CEI contracts not exceed 7% of the estimated construction cost, although this is not a requirement. Fees will be negotiated. The consultant shall pare the proposal estimated upon full time onsite inspections. Inspectors must have the ability to operate in a marine environment. Inspectors must be CTQP certified. MOT certification and Cathodic Protection System inspection certification is also required. The contract shall be "Not to Exceed" based upon hourly rates.

Construction Estimate: ≤ $4,297,269.00

Desired Timelines: Construction should be completed within 330 days of the Notice to Proceed.

GSA Codes

Anticipated Disciplines (Function Codes SF 330) for this project

	Code	Description
Primary	12	Civil Engineer
	15	Construction Inspector
Secondary	02	Administrative
	07	Biologist
	17	Corrosion Engineer
	18	Cost Engineer/Estimator
	38	Land Surveyor
	48	Project Manager
	57	Structural EngineerB02

Anticipated Experience Categories (Profile Codes SF 330) for this project

	Code	Description
Primary	B02	Bridges
	T02	Testing and Inspection Services
Secondary	C08	Codes; Standards; Ordinances
	C07	Coastal Engineering
	C15	Construction Management
	C16	Construction Surveying
	C17	Corrosion Control; Cathodic Protection; Electrolysis
	E13	Environmental Testing and Analysis
	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
	H07	Highways; Streets; Airfields Paving; Parking Lots
	H13	Hydrographic Surveying
	R06	Rehabilitation (Buildings; Structures; Facilities)
	S09	Structural Design; Special Structures
	T03	Traffic and Transportation Engineering

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

A. Government Forms Software®: http://submittals.myescambia.com/

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short-listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

The following policy will apply to all methods of source selection:

B. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal

(b) Termination of contracts; or

(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

C. Identification of Sub-Consultants/Changes After the Fact

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those sub-consultants identified in the initial written submittal at any time during the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of sub-consultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

D. Florida Executive Order 11-116 COMPLIANCE

III. FIRMS' EVALUATIONS AND SELECTION

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

Criteria	Points Available
Experience with bridge construction CEI services and the reporting criteria to go with them. Must submit at least three projects for demonstration with cost of contracts which have been completed.	50
Availability of FDOT-certified personnel to perform the following work: a. Cathodic Protection Inspection b. Cathodic Protection Inspection c. Concrete Inspection (Bridges) d. Grouting Technician e. Advanced MOT Certified f. Endangered Species Act Monitoring Personnel certifications must be attached.	40
Firm's ability to respond in a timely and acceptable manner to circumstances that may arise involving the project.	10

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

IV. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**October 16, 2019**
Letters of Interest due date	**11:59 PM CST November 6, 2019**
Short-Listing Meeting	**November 13, 2019**
Discussions, Ranking Meeting	**9:00 AM CST November 21, 2019**
Written Scope due to Committee for Review	**November 29, 2019**
Fee Proposal due to Committee for Review	**December 6, 2019**
1st Negotiations with First Ranked Firms	**10:00 AM CST December 12, 2019**
2nd Negotiations with First Ranked Firms	**9:00 AM CST December 17, 2019**
Recommendation to Board of County Commissioners	**January 16, 2020**

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **March 1, 2018.**

V. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at http://submittals.myescambia.com/

Required items are described below (**The following forms must be submitted electronically in the order listed below**):

1. **Update Standard Form (SF) 330 – Part II (GFS format)**
   For those firms that have already provided an SF 330 Part II update as required

   Note: The wording on the form can't be changed, but include information as though the listing reads as follows:

   1.1. ~~ANNUAL AVERAGE~~ PROFESSIONAL SERVICES REVENUES INVOICED AND PAID BY ~~OF~~ FIRM FOR LAST 3 YEARS

1.1. a. ~~Federal~~ Escambia County Florida Board of County Commissioners
1.1. b. ~~Non-Federal~~ Non-Escambia County Florida Board of County Commissioners

2. Standard Form (SF) 330 – Part I (GFS format)

Generated by GovernmentForms.software®, includes:

- Standard Form (SF) 330 - Part I, Section A-C
- Standard Form (SF) 330 - Part I, Section D
  - For each individual shown on the organizational chart list the following:
    - Name
    - Position relative to the project
    - Firm
    - Position in the firm
- Standard Form (SF) 330 - Part I, Section E
  Page Limit: 20 pages/resumes
- Standard Form (SF) 330 - Part I, Section F
  Page Limit: 10 pages/projects
- Standard Form (SF) 330 - Part I, Section G
  Page Limit: 1 page
- Standard Form (SF) 330 - Part I, Section H
  - The firm should provide three (3) examples of projects for government entities/municipalities indicating experience in the following:
    - Past Performance:
      - Provide at least three (3) samples showing performance records for the past five (5) years. Records should indicate:
        - Performance record
        - Background Experience
        - Technical Expertise
  - Current Work
    - Proposers shall list all currently active contracts or task orders with the following:
      - Escambia County, Florida,
      - Other Government Entities,
      - Private, and provide the following relative information
        - Contract or Task Order name
        - Current status
        - Costs
          - Original cost, to include any change orders
          - Remaining balance
  - Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
  - Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
  - Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years

Proposers shall include any additional information to represent your firm for consideration

3. **Letter of Interest (PDF format)**
   Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total Letter of Interest length shall not exceed 20 pages).

   Documents
   The following forms are PDF's to be uploaded
   - Letter of Interest
   - Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
   - Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)
     Note: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.
   - Certification Regarding E-Verify System
   - Truth in Negotiation Certification
   - Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
   - Drug-Free Workplace Form
   - Information Sheet for Transactions and Conveyances Corporate Identification

No additional information is to be included in the Letter of Interest.

Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:
Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

_____
Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over $60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

_____
Name of Consultant

By: _____
Authorized Signature

_____
Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____

(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is; therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):
_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company:
_____

E-mail:
_____

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above whom will sign on behalf of the company:

END

Verified by: _____ Date: _____

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
ESCAMBIA COUNTY

AND

_____

SAMPLE

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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SAMPLE

AGREEMENT

THIS AGREEMENT is made and entered into this ___th day of _____, 201_, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and_, a for-profit corporation authorized to transact business in the State of Florida, whose address is_, (City), (State) (Zip), and whose Federal tax identification number is XX-XXXXXXX (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: _____ professional services pursuant is the Consultant selected to perform to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever t term "Contract Administrator" is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The ent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for____.

SAMPLE

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) XX-XX in the amount of _____($_____) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD XX-XX.XXX, _____, and as represented in the Consultant's Letter of Interest response to PD XX-XX.XXX, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

SAMPLE

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, he Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in
(b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

SAMPLE

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described Section 5.3, is to be paid as follows: A lump sum amount of _____($_____). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

SAMPLE

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United Postal Service deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

_____

_____

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

_____ _____

_____ County Administrator

_____ P.O. Box 1591

_____ Pensacola, Florida 32597-1591

Pensacola, Florida _____

SAMPLE

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate,

SAMPLE

more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

SAMPLE

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records d accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to t is Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

SAMPLE

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator 221
Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid agreed to pay any person, company, corporation, individual, or firm, other a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 COMPLIANCE WITH LAWS: The Consultant agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to the Local Agency Program Federal-Aid Terms for Professional Services Contracts, attached hereto as Exhibit D.

9.6 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.7 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

SAMPLE

9.8 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, a any other indemnification of County by Consultant provided for wit in the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.9 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced

SAMPLE

above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Emily D. Weddington, Purchasing Specialist, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days' notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall addressed.

9.11 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SAMPLE

9.12 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.13 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.14 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable the Consultant, the Consultant agrees to abide with such statutes.

9.15 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of e Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.16 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.17 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.18 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

SAMPLE

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.19 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.20 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.22 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.23 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.24 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and_____, signing by and through its President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
County Administrator

Witness

Date: _____
BCC Approved: _____

Witness

CONSULTANT:
_____, a _____

_____

Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By:_____
(Name), (Title)

By:_____
_____Secretary

Date:_____

SAMPLE

Exhibit A

Scope of Work

SAMPLE

Exhibit B

Schedule

SAMPLE

Exhibit C

Fee Schedule

Select Search PD 19-20-003 **Tagged** <all>

Subject: **Public Notice PD 19-20.003**
Date: **20191016 @ 09:07**

	Firm ID	Firm Name	POC	Email
1	262747111	Aerostar SES LLC	Shawna Newman	snewman@aerostar.net
2	911641772-01	AMEC Environment & Infrastruct	Richard Brown	richard.j.brown@amec.com
3	911641772-02	AMEC Environment & Infrastruct	Mike Phelps, PE Vicki Busseno	mike.phelps@amec.com vicki.busseno@amec.com
4	911641772-03	AMEC Environment & Infrastruct	Carl Christmann, PE Vicki Busseno	carl.christmann@amec.com vicki.busseno@amec.com
5	043682340-01	American Consulting Engineers	Jeffrey Novotny, PE, AICP Leahann Powell, PE	jnovotny@acp-fl.com lpowell@acp-fl.com
6	043682340-03	American Consulting Engineers	Jeff Novotny, PE, AICP Janet Valentine	jnovotny@ace-fla.com jvalentine@ace-fla.com
7	043682340-02	American Consulting Engineers	John Kilgore, PE Janet Valentine	jkilgore@ace-fla.com jvalentine@ace-fla.com
8	043682340-04	American Consulting Engineers	Chris O'Reilly, PE Janet Valentine	coreilly@ace-fla.com jvalentine@ace-fla.com
9	043682340	American Consulting Engineers	Brian Mirson, PE, AICP Leahann Powell, PE	bmirson@acp-fl.com lpowell@acp-fl.com
10	651167239	American Consulting Engineers	Tracy Boutwell Kari Tharpe Aimee Larson	tboutwell@acp-fl.com ktharpe@acp-fl.com alarson@acp-fl.com
11	592984496	Ardaman & Asociates, Inc.	Marty Milburg Phil Schlossnagle Whitney Stevens, P.E.	mmillburg@ardaman.com pschlossnagle@ardaman.com wstevens@ardaman.com
12	620525827-01	Barge, Waggoner, Sumner and Ca	Paula E. Harris, CPSM	paula.harris@bwsc.net
13	620525827-02	Barge, Waggoner, Sumner and Ca	Paula E. Harris, CPSM	paula.harris@bwsc.net
14	620525827	Barge, Waggoner, Sumner and Ca	Paula E. Harris, CPSM	paula.harris@bwsc.net
15	590857184	Baskerville-Donovan, Inc.	Jim Waite Gina Alford-Dickerson Mike Langston, PE	jwaite@baskervilledonovan.com gdickerson@baskervilledonovan.com mlangston@baskervilledonovan.com
16	631029077	Bhate Geosciences Corp	Tony Thomason David Johnson	tthomason@bhate-geo.com djohnson@bhate-geo.com
17	231498326	Buchart Horn, Inc.	Brian S. Funkhouser, PE Charles L. Kinney, Jr., PG	bfunkhouser@bucharthorn.com ckinney@bucharthorn.com
18	061689244	Bureau Veritas North America,	Van Tran	van.tran@us.bureauveritas.com
19	130746510-01	Dewberry Engineers Inc.	David Tillar Brigette Welton Cliff Wilson	DTillar@Dewberry.com BWelton@dewberry.com CWilson@dewberry.com
20	130746510-04	Dewberry Engineers Inc.	Kevin E. Knudsen, PE	kknudsen@dewberry.com
21	080869094	Dewberry Engineers Inc.	Jason Estes, PE	jestes@dewberry.com
22	591791174	DRMP, Inc.	Erica Jernigan, PE Lisa Greene Mark Puckett	ejernigan@drmp.com lgreene@drmp.com mpuckett@drmp.com
23	001020003-01	Enlightened Software, Inc.	Bill Cooke Theresa Sidwell	enlightened@cfl.rr.com tsidwell@enlightenedsoftware.com

24	001020003	Enlightened Software, Inc.	Bill Cooke Theresa Sidwell	enlightened@cfl.rr.com tsidwell@enlightenedsoftware.com	<Already sent>
25	592135118	Fabre Engineering, Inc. d/b/a	Debra J. Channell Frank J. Fabre, P.E., P.S.M. Cecil Jernigan, P.E.	debrachannell@fabreinc.com frank.fabre@fabreinc.com cjernigan@fabreinc.com	
26	742426512	Fugro Consultants, Inc.	Mitchell L. Smith Jennifer Stephens	msmith@fugro.com jstephens@fugro.com	
27	592905088	Geci & Associates Engineers, I	Steve Geci	stevegeci@geciengineering.com	
28	592355134-05	Geosyntec Consultants	Jill Johnson, P.G. Nandra Weeks, P.E.	jjohnson@geosyntec.com nweeks@geosyntec.com	
29	592975164	GLE Associates, Inc.	Craig Gardei, AIA, LEED AP, Director	cgardei@gleassociates.com	
30	630906620	Goodwyn, Mills and Cawood, Inc	Lee Walters Ashley Morris	Lee.Walters@gmcnetwork.com Ashley.Morris@gmcnetwork.com	
31	112537074	Greenman-Pedersen, Inc.	Scott M Deitche Sandra M. Bucklew, PE Robert Rupert, PE	sdeitche@gpinet.com sbucklew@gpinet.com rrupert@gpinet.com	
32	620794126	Gresham Smith	Tyler Strickland, P.E., JD Amanda Sapala	tyler.strickland@greshamsmith.com amanda.sapala@greshamsmith.com	
33	591723343	H2Engineering, Inc.	Matt Scaringe, P.E.	mscaringe@h2engineering.com	
34	470741232	HDR CCC	Bryan Estock Marc Silva Mari Bonbrest	bryan.estock@hdrinc.com marc.silva@hdrinc.com mari.bonbrest@hdrinc.com	
35	470680568-01	HDR Engineering, Inc	Carol Worsham, Vice President Mark Roberts,PE Amanda Goetz	Carol.Worsham@hdrinc.com Mark.Roberts@hdrinc.com Amanda.Goetz@hdrinc.com	
36	470680568	HDR Engineering, Inc.	John Wimberly, P.E. Allen Vinson, PE Angie Hill	john.wimberly@hdrinc.com allen.vinson@hdrinc.com angie.hill@hdrinc.com	
37	941730361	ICF Jones & Stokes, Inc.	James Harmon Kimberly Davis Elizabeth Diller	Epcrm@icf.com Kimberly.Davis@icf.com Elizabeth.Diller@icf.com	
38	474769416	Icon Construction Services, LL	Bob Worley, P.E. Bob Worley, P.E.	bob.worley@iconcs.us worley25@cox.net	
39	593221706-01	Infrastructure Engineers, Inc.	Ronald Weidler, Jr., PE	rweidler@go-iei.com	
40	593221706-02	Infrastructure Engineers, Inc.	Frank Hickson, PE Christopher Howard, PE	fhickson@go-iei.com choward@go-iei.com	
41	593221706	Infrastructure Engineers, Inc.	David Orr, CBI	dorr@go-iei.com	
42	593221706-03	Infrastructure Engineers, Inc.	Gregory Peschong, PE	gpeschong@go-iei.com	
43	592855441	jehle-halstead, inc.	D. Patrick Jehle, Jr., P.E.	pjehle@jehle-halstead.com	
44	264635662	JMA Engineering Services, Inc.	Jerry W. McGuire	jerry@mcguire-assoc.com	
45	560885615-04	Kimley-Horn and Associates, In	Debra Preble	debra.preble@kimlley-horn.com	
46	560885615-00	Kimley-Horn and Associates, In	Brian Smalkoski, PTP Richard Barr, AICP Karen Waterman, AICP	brian.smalkoski@kimley-horn.com richard.barr@kimley-horn.com karen.waterman@kimley-horn.com	
47	591677145	Kisinger Campo & Associates, C	Paul Foley, PE Patrick Mulhearn	pfoley@kisingercampo.com pmulhearn@kisingercampo.com	

48	680146861	MACTEC Engineering and Consult	Richard J. Brown	rjbrown@mactec.com
49	680146861-04	MACTEC Engineering and Consult	Mark C. Diblin	mcdiblin@mactec.com
50	592827930-00	Mehta And Associates, Inc.	Vipin Mehta Radha Mehta David Presson	vmehta@mehtaeng.com radhamehta@mehtaeng.com dpresson@mehtaeng.com
51	951951343-01	Moffatt & Nichol	Jonathan P. Hird, PE	jhird@moffattnichol.com
52	591294824	Mott MacDonald Florida, LLC	David Skipper Lauren Gund Steven White	david.skipper@mottmac.com lauren.gund@mottmac.com steven.white@mottmac.com
53	640671634	Neel-Schaffer, Inc.	Shane Bergin, PE, PTOE	shane.bergin@neel-schaffer.com
54	592241856	Nobles Consulting Group, Inc.	Eric B. Stuart Allen K. Nobles Tamara R. Gray	eric@ncginc.com allen@ncginc.com tamara@ncginc.com
55	593086122	Nodarse & Associates, Inc.	John Kimberly, P.E. Lui Damiani Melissa Chandler	johnk@nodarse.com luid@nodarse.com melissac@nodarse.com
56	593030012	Peterson Engineering, Inc.	Gregory D. Peterson Erin Miller Jill Smith	Peterson@petersoneng.com Miller@petersoneng.com JSmith@petersoneng.com
57	593089125	Preble-Rish, Inc.	Joe A. Rector, Jr., P.S.	rectorj@preble-rish.com
58	370962090-01	Professional Service Industrie	Paul Passe Michael Thomas Amy Guisinger	paul.passe@psiusa.com michael.thomas2@psiusa.com amy.guisinger@psiusa.com
59	370962090	Professional Service Industrie	M. Keith Wasdin Gabe Camposagrado, PE	keith.wasdin@psisua.com gabe.camposagrado@psiusa.com
60	592986466	Reynolds, Smith and Hills, Inc	Tanya Kristoff	tanya.kristoff@rsandh.com
61	451909667	Scalar Consulting Group Inc.	Paul B. Looney Aniruddha Gotmare Jay Winter	plooney@scalarinc.net agotmare@scalarinc.net jwinter@scalarinc.net
62	721105441	Sigma Consulting Group, Inc.	Jason Lashley Robbie Lear Miles Williams	jlashley@sigmacg.com rlear@sigmacg.com mwilliams@sigmacg.com
63	630710398-02	Southern Earth Sciences, Inc.	W. Trey Wilson Mark Wilson, P.E. Lewis Copeland, P.E.	twilson@soearth.com mwilson@soearth.com lcopeland@soearth.com
64	630710398	Southern Earth Sciences, Inc.	Brian Bloomfield, PE	bbloomfield@soearth.com
65	112167170-07	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
66	112167170-08	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
67	112167170-10	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
68	112167170-04	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
69	112167170-02	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
70	112167170-05	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
71	112167170-12	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com

72	112167170	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
73	112167170-06	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
74	720627831	T. Baker Smith, LLC	Kevin S. Beyer, P.E.	kevin.beyer@tbsmith.com
75	941598707	T.Y. Lin International	J. Dean Collins, PE	dean.collins@tylin.com
76	592850478-00	Taylor Engineering, Inc.	James N. Marino, P.E, D.CE Jamie Gregory	jmarino@taylorengineering.com marketing@taylorengineering.com
77	421249917-00	Terracon Consultants, Inc	Richard Brown	Richard.Brown@terracon.com
78	421249917	Terracon Consultants, Inc.	Richard J. Brown Brigitte D. Moten	richard.brown@terracon.com brigitte.moten@terracon.com
79	593198247	The WIT Group, Inc.	John M. Hudson, EI Robert E. Ratcliff, PE Antonio J. Burton, PE	mhudson@thewitgroup.com admin@thewitgroup.com tburton@thewitgroup.com
80	452015453	Thompson Consulting Services,	Jon Hoyle Nate Counsell	jhoyle@thompsoncs.net ncounsell@thompsoncs.net
81	630389605	Thompson Engineering, Inc.	Jake Gibbs, P.E. Mike Manning	jgibbs@thompsonengineering.com mmanning@thompsonengineering.com
82	593154723-01	Tierra, Inc.	Mitchell L. Smith	msmith@tierraeng.com
83	593154723	Tierra, Inc.	Henri V. Jean, P.E. Larry P. Moore, P.E.	hjean@tierraeng.com lmoore@tierraeng.com
84	520847751	Torti Gallas and Partners, Inc	Robert S. Goodill, AICP Laurie Milligan Henry Harrell	rgoodill@tortigallas.com lmilligan@tortigallas.com hharrell@tortigallas.com
85	430839725	TranSystems	Andrew W. Nicol	awnicol@transystems.com
86	591117804	Universal Engineering Sciences	James McConnell – PE Roger Matthews	jmcconnell@universalenginering.com rmatthews@universalengineering.c
87	042931679	Vanasse Hangen Brustlin, Inc.	Fabricio Ponce, PE	FPonce@vhb.com
88	630247014-50	Volkert & Associates, Inc.	Steve Commander	scommander@volkert.com
89	630247014	Volkert, Inc.	Michael Warnke, PE, ENV SP David Webber, PE	mike.warnke@Volkert.com david.webber@Volkert.com
90	630877611	Volkert, Inc. 5a. Wholly-Owned	Clayton L. Hare, Jr.,PE	Clay.Hare@volkert.com
91	911641772	Wood Environment & Infrastruct	Webb Jackdson Stephen Hanks	webb.jackson@woodplc.com stephen.hanks@woodplc.com
92	911641772-05	Wood Environment & Infrastruct	Mark Diblin, PG	mark.diblin@woodplc.com

Messages sent: **92**

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

November 21, 2019

NOTICE TO FIRMS
SELECTION COMMITTEE MEETING

Description: PD 19-20.003
Date & Time: December 3, 2019, beginning at 2:00 PM, CST
Purpose: Discussion Meeting Between Short-Listed Firms and Selection Committee

This meeting is for discussion with the Selection Committee only. No time is provided for marketing presentations by the firms. Firms are asked to respond to the questions provided below within twenty (20) minutes. This will be followed by up to ten (10) minutes of questions from the Selection Committee and ad hoc responses by the firm. The total Discussion session will be no more than thirty (30) minutes. If handouts are being provided, please email a copy to Lagordon@myescambia.com for recordkeeping.

PLEASE BE PREPARED TO ANSWER THE FOLLOWING QUESTIONS

1)Given the sensitive timeline for construction (superstructure repairs) that will impact traffic during the approved hours and period, what complications to the work schedule should be anticipated with the proposed MOT, and what type of tracking and management tools would you use to monitor and advise on schedule progress? 40 points

2)What level of pre-inspections and preparation do you envision required for the bridge jacking operations? 20 points

3)Do you see any potential pitfalls in the deck crack repair, bearing plate painting and beam repair during bridge Jacking operations from required nighttime hours? If so, how would you help monitor and avoid them? 10 points

4)Explain how you will control personnel time/costs and keep the CEI on budget during substructure column and footer repair if the contractor runs into problems such as unexpected conditions, extended weather delays/Hurricanes, and other unforeseen conditions? 30 points

Schedule:

Mott MacDonald	2:00 PM – 2:30 PM CST
Break	2:30 PM – 2:40 PM CST
DRMP Inc.	2:40 AM – 3:10 AM CST
Break	3:10 AM – 3:20 AM CST
HDR	3:20 AM - 3:50 AM CST
Break	3:50 AM – 4:00 PM CST
Ranking Meeting	4:00 – Until Complete

Location:
COC
3363 W. Fairfield Drive
Pensacola, FL 32505

Room 115

Contact: Lawrence A. Gordon, Purchasing Specialist
850-595-4987 Lagordon@myescambia.com Noticed via email 11/18/2019 LAG

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 5, 2019

PUBLIC NOTICE

SELECTION REVIEW COMMITTEE MEETING

DESCRIPTION: **PD 19-20.003 Bob Sikes Bridge Rehabilitation Project**

MEETING HELD: **December 3, 2019 at 2:00 PM CST in the Central Office Complex Conference Room 115**

RESULTS: **The Selections Committee Ranked the Short-Listed Proposers as follows:**

1) **Mott MacDonald, LLC**
2) **HDR, CC**
3) **DRMP, Inc.**

CONTACT:
Lawrence A. Gordon
Purchasing Specialist
Lagordon@myescambia.com
850-595-4987

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17261 **County Administrator's Report 10. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Board Approval of First of Two Possible Renewals for Re-Solicit Special Magistrate
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Board Award for First of Two Possible Renewal Periods for PD 17-18.077 Re-Solicit Special Magistrate - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding PD 17-18.077, Re-Solicit Special Magistrate:

A. Approve the first one-year renewal, per the Agreement for PD 17-18.077, Re-Solicit Special Magistrate, for each of the following firms:

1. John B. Trawick, P.L.L.C;
2. Farrar Law Firm, P.A.; and
3. Robert O. Beasley, P.A.;

B. Approve the first one-year renewal based on the fees from the original Agreement:

1. Special Magistrate, in the amount of $155 per hour; and
2. Paralegal in the amount of $75 per hour; and

C. Authorize the Department(s), in conjunction with the Office of Purchasing, to issue Purchase Orders as required.

[Funding: Fund 103, Code Enforcement Fund; Cost Center 220110, Environmental Code Enforcement; Object Code 53101, Professional Services]

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE

COVER:

1. Original Solicitation
2. Original Agreements
3. Board Action

BACKGROUND:

Request for Proposals, PD 17-18.077, Re-Solicit Special Magistrate was publicly noticed on June 4, 2018, to eight known firms. Responses were received June 14, 2018, from three firms. The Proposal Review Committee met on June 19, 2018, to review the proposals. Proposals were accepted from all three firms. The representatives of John B. Trawick, P.L.L.C., Farrar Law Firm, P.A., and Robert O. Beasley, P.A. agreed to the same hourly rates and are recommended by the Proposal Review Committee for award of the Agreement.

This is the first one-year renewal request out of a possible two.

BUDGETARY IMPACT:

[Funding: Fund 103, Code Enforcement Fund; Cost Center 220110, Environmental Code Enforcement; Object Code 53101, Professional Services]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Section 46-44.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17251 **County Administrator's Report 10. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Amendment of Agreement for Video Visitation Services
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Amendment of Agreement for Video Visitation Services - William R. Powell, Director of Corrections through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign an Amendment of Agreement between Escambia County and Global Tel*Link (GTL), concerning PD 17-18.022, Video Visitation Services, amending the Agreement approved by the Board on May 3, 2018, as follows:

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

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

2. The Agreement is amended to reflect that the Contractor will provide software support and maintenance for video visitation services provided pursuant to this Agreement at no cost for the remainder of the term. Accordingly, Section 4 of the Agreement relating to Compensation/Method of Payment is hereby deleted in its entirety, and Paragraph C of Exhibit B is amended to reflect that software support and maintenance will be provided at no cost.

3. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. The effective date of this Amendment shall be on the date last executed by the parties.

5. Section 11, Notices of the Agreement is revised as follows for Contractor notices:

To: Global Tel*Link Corporation
Attn: Legal Department
3120 Fairview Park Drive
Suite 300
Falls Church, VA 22042

6. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

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

- Original Agreement with Exhibits

Reduction in budget expense for the following:
[Fund 111, Detention/Jail Commissary; Cost Center 290406, Detention/Jail Commissary; Object Code 54601, Repair and Maintenance Services]

BACKGROUND:

On May 3, 2018, the Board awarded a three-year term Agreement to Global Tel*Link (GTL) for repair and maintenance services, per the terms and conditions of PD 17-18.022, Video Visitation Services, in the amount of $28,731 annually.

On November 7, 2019, the Board awarded a three-year term Agreement to GTL for Inmate Telephone Services for the Escambia County Jail, per the terms and conditions of PD 18-19.075, Inmate Telephone Services for Escambia County Jail. The negotiated terms included a full-time member of GTL staff to maintain and support telephone services, as well as video visitation services, therefore eliminating the expense of the repair and maintence of the video visitation kiosks.

BUDGETARY IMPACT:

Reduction in budget expense for the following:
Fund 111, Detention/Jail Commissary; Cost Center 290406, Detention/Jail Commissary; Object Code 54601, Repair and Maintenance Services

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment of Agreement prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL, 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Amendment of Agreement. The Escambia County Corrections Department will be the Contract Administrator.

Attachments

Amendment of Agreement Unsigned

AMENDMENT OF AGREEMENT RELATING TO VIDEO VISITATION SERVICES FOR ESCAMBIA COUNTY CORRECTIONS (P.D. 17-18.022)

THIS AMENDMENT OF AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, FL 32502, and Global Tel *Link Corporation (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 63-1071001, whose principal address is 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042.

WITNESSETH:

WHEREAS, the County and Contractor previously entered into an Agreement for video visitation services for Escambia County Corrections; and

WHEREAS, the Contractor has agreed to waive the annual software support and maintenance fees associated with the video visitation service; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

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

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

2. The Agreement is amended to reflect that the Contractor will provide software support and maintenance for video visitation services provided pursuant to this Agreement at no cost for the remainder of the term. Accordingly, Section 4 of the Agreement relating to Compensation/Method of Payment is hereby deleted in its entirety, and Paragraph C of Exhibit B is amended to reflect that software support and maintenance will be provided at no cost.

3. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. The effective date of this Amendment shall be on the date last executed by the parties.

5. Section 11, Notices of the Agreement is revised as follows for Contractor notices:

To: Global Tel*Link Corporation
Attn: Legal Department
3120 Fairview Park Drive
Suite 300
Falls Church, VA 22042

6. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Witness: _____

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 11-06-2019

CONTRACTOR:
GLOBAL TEL *LINK CORPORATION

By: _____
Jonathan Walker, Executive Vice President, Business Development

_____
Corporate Secretary

Date: _____

[SEAL]

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17250 **County Administrator's Report 10. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Contract Award for Corrections Copiers
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Copiers for Escambia County Corrections Department - William R. Powell, Director of Corrections through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the County Administrator to sign the Lease Agreement with Copy Products Company d/b/a CPC Office Technologies, per PD 18-19.101, Copiers for Escambia County Corrections Department for copiers, supplies and maintenance for a period of 60 months, at a monthly amount of $1,870.72 for the lease of the units, and estimated $1,686.50 monthly for the cost of supplies and maintenance, for a total estimated monthly cost of $3,557.22, and 60-month estimated cost of $213,433.20.

Specification PD 18-19.101, Copiers for Escambia County Corrections Department was posted on Vendor Registry beginning on August 23, 2019, and was issued to 50 Registrants representing 29 Firms. The solicitation was viewed by 31 firms and downloaded by 23. Bid responses were received from six firms, two of which were deemed non-responsive - one for not providing an original signature on their submission and one for not providing the required Bid Bond with their response. Of the four responsive firms, Copy Products Company d/b/a CPC Office Technologies was determined to be the lowest responsive bidder.

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

- Bid from Copy Products Company d/b/a CPC Office Technologies
- Bid Tab Under Review
- Bid Tab Recommendation to Award
- Recommendation to Award Determination Checklist

- Bid Distribution List
- Bid Analytics
- Agreement

[Funding: Fund 001, General Fund; Cost Center 290401, Detention; Object Code 54401, Rentals & Leases - $1,870.72
Fund 001, General Fund; Cost Center 290401, Detention; Object Code 55201, Operating Supplies - $1,686.50 estimated
Estimated monthly total - $3,557.22
Estimated 60-month total: $213,433.20]

BACKGROUND:

Specification PD 18-19.101, Copiers for Escambia County Corrections Department was posted on Vendor Registry beginning on August 23, 2019 and was issued to 50 Registrants representing 29 Firms. The solicitation was viewed by 31 firms and downloaded by 23. Bid responses were received from six firms, two of which were deemed non-responsive - one for not providing an original signature on their submission and one for not providing the required Bid Bond with their response. Of the four responsive firms, Copy Products Company d/b/a CPC Office Technologies was determined to be the lowest responsive bidder.

BUDGETARY IMPACT:

Fund 001, General Fund; Cost Center 290401, Detention; Object Code 54401, Rentals & Leases - $1,870.72
Fund 001, General Fund; Cost Center 290401, Detention; Object Code 55201, Operating Supplies - $1,686.50 estimated
Estimated Monthly Total - $3,557.22
Estimated 60-month total: $213,433.20

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement was prepared by Copy Products Company d/b/a CPC Office Technologies, and Senior Assistant County Attorney Kristin Hual.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement and the Purchase Order. The Corrections Department will be the Contact Administrator for this Agreement.

Attachments

Original Solicitation

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BID

COPIERS FOR ESCAMBIA COUNTY CORRECTIONS DEPARTMENT
SPECIFICATION NUMBER PD 18-19.101

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, September 16, 2019
Office of Purchasing, Room 11.101
Matt Langley Bell, III Building
213 Palafox Place, Pensacola, FL 32502

There will be no Pre-Solicitation Conference for this solicitation

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert D. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to Vendors of the local Vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any Vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a Vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount

between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to Vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A Vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any Vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and

recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
COPIERS FOR ESCAMBIA COUNTY CORRECTIONS DEPARTMENT
SPECIFICATION PD 18-19.101

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

COPIERS FOR ESCAMBIA COUNTY CORRECTIONS DEPARTMENT
PD 18-19.101

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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Drug-Free Workplace Form **	6
Information Sheet for Transactions and Conveyances Corporate Identification **	7
List of General Terms and Conditions (Incorporated by Reference)	9
Special Terms and Conditions	11

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Copiers for Escambia County Corrections Department

Solicitation Number PD 18-19.101

Solicitation

MAILING DATE: 08/20/2019
PRE-SOLICITATION CONFERENCE: There will be no Pre-Solicitation Conference for this solicitation.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, September 16, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

***** _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Jail Facility Copiers | **Bid Alternate 1**

The copier totals shown below reflect the sum of all copiers being bid on Exhibit "A" using the terms indicated. Lease pricing shall be shown as a monthly price with maintenance included to cover the average usage shown per unit.	**The power filter totals shown below reflect the sum of all power filters utilized on the copiers shown on Exhibit "A" using the leasing terms indicated below.**
36-Month Lease Total $_____	**Power Filters 36-Month Lease $**_____
Bid Form Continues on Following Page	

48-Month Lease Total $_____	**Power Filters 36-Month Lease $_____**
60-Month Lease Total $_____	**Power Filters 36-Month Lease $_____**
Purchase Price $_____	**Power Filters Purchase Price $_____**
Monthly Page Allowance for 235,000 Black-and-White Copies $_____	**Monthly Page Allowance for 7,500 Color Copies $_____**
Overage Cost per Page for Black-and-White Copies $_____	**Overage Cost per Page for Color Copies $_____**

- Bid Form End -

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of One Thousand Dollars ($1,000.00).

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, 2nd Floor, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.101, "Copiers for Escambia County Corrections Department", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the Bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Project Narrative

The intent of this Invitation to Bid is to seek competitive bids from qualified, experienced bidders for the provision and maintenance of Thirty-Five (35) Copiers for the Escambia County Corrections Department.

Exhibit "A" shows the average monthly usage for both black-and-white and color copies, the specifications for each model to be bid, and the quantity of each model to be bid.

The model being bid by the firm shall be clearly detailed on each individual page of Exhibit "A" where indicated. The purchase price of a single unit with all optional features selected by the County shall be displayed where indicated, as well as the monthly price for each of the leasing options available: Thirty-Six (36) months, Forty-Eight (48) months, and Sixty (60) months.

The firm shall complete the Bid Form by stating where indicated the total purchase price of all units with all optional features selected by the County, as well as the total monthly price for each of the leasing options available: Thirty-Six (36) months, Forty-Eight (48) months, and Sixty (60) months.

The firm shall provide on the Bid Form a single monthly price for maintenance service and all supplies necessary to keep all units in good working condition. This price shall be based on the total average monthly usage for all units of 235,000 black-and-white copies per month and 7,500 color copies per month. There shall be no single-unit pricing for maintenance service and supplies. Additionally, the firm shall provide a single cost per page for pages-per-month overages for black-and-white copies, as well as a single cost per page for pages-per-month overages for color copies. Overage charges per unit shall not be accepted by the County.

Bid Alternate 1

Each firm shall provide the total purchase price as well as the lease prices for the proper power filters for all units bid by the firm in Exhibit "A". Where indicated on the Bid Form, firms are asked to provide a single total purchase price for all power filters required, as

well as the total monthly price of power filters for each of the leasing options available: Thirty-Six (36) months, Forty-Eight (48) months, and Sixty (60) months.

This Bid Alternate 1 may or may not be utilized by the County.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount One Thousand Dollars ($1,000.00).

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. Last day for questions will be September 10, 2019 at 5:00 p.m. CDT.

5. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope with Original signatures in indelible ink signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror’s Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. Pre-Solicitation Conference

There will be no Pre-Solicitation Conference for this solicitation.

7. F.O.B. Point

The F.O.B. point shall be **installed** at the location(s) specified herein.

8. Delivery

Delivery time is of the essence in the award of this Solicitation. Delivery shall be no later than November 1, 2019, with installation of units to be on November 1, 2019.

Offers submitted which fail to meet this requirement shall be cause for rejection.

Failure of the awarded Vendor to meet this delivery requirement shall result in default and immediate termination of the purchase order or contract.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

If said Vendor shall neglect, fail or refuse to furnish and deliver the equipment within the time herein specified, then said Vendor does hereby agree, as part of consideration for the awarding of this contract to pay Escambia County the sum extended by the County to contract for rental commodities or equipment approved by the Office of Purchasing for the period from the required scheduled commencement date until delivery of the commodities or equipment covered in the Solicitation is completed.

The Vendor shall, within seven (7) calendar days from the beginning of such delay, notify the Purchasing Manager, Office of Purchasing in writing of the cause(s) of the delay.

If the Vendor shall be delayed in the delivery of the commodities or equipment by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of god or neglect of any other contractor, the period herein above specified for the completion of delivery shall be extended by such time as shall be approved by the Office of Purchasing.

9. Safety Regulations

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

10. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

11. Information and Descriptive Literature

Offerors shall furnish all information requested and in the space provided on the Bid form, if any. Furthermore, each Offeror shall submit with their offer descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

12. Equipment/Service

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded Vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded Vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful Offeror. At the time of solicitation opening, the Offeror shall

be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The Offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the Bid form.

13. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded Vendor prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded Vendor. It will be the responsibility of the awarded Vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

It is the responsibility of the awarded vendor to coordinate installation with both the Contract Administrator and Escambia County Information Technology Department. The Contract Administrator for the Corrections Department will provide the necessary contact information to the awarded firm.

14. Warranty

The awarded Vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship during the contract period that results from this solicitation.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded Vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

15. Debris

Awarded Vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

16. Emergency Services

The contract resulting from this solicitation shall cover repair services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the Vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

17. Contract Term/Renewal/Termination

A. The contract may be canceled by the awarded Vendor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded Vendor shall be paid for services performed through the date of termination.

18. Evaluation of Options

The County shall evaluate offers for award purposes by adding the total price. However, the evaluation of options will not obligate the County to exercise the option(s).

19. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

20. Price Adjustment

The contract resulting from this Solicitation may include provisions for Twelve (12) month, price adjustments. Written request for price adjustment may be made every Twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

21. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

22. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

23. Award

Award shall be made on an "all-or-none total" basis.

24. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

25. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

26. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

27. Additional Quantities

For a period not exceeding Twelve (12) months from the day of solicitation opening, the right is reserved to purchase any amount of additional items at the prices offered in this Solicitation. If additional quantities are not acceptable, the Bid form shall be noted "offer is for specified quantity only."

Non-Contract Insurance Requirements

28. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered

excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be

allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   213 Palafox Place, 2nd Floor
   Pensacola, FL 3259

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

29. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

ESTIMATED UTILIZATION

Quote Page	Proposed Location	Multi-Function	Fax?	B/W	Color	Avg. Monthly Usage
1	Main Jail Blue 6	N	N	X		1,500
1	Main Jail Blue 4	N	N	X		1,500
1	Main Jail Blue 2	N	N	X		2,000
1	Main Jail Green 2	N	N	X		1,500
1	Main Jail Green 3	N	N	X		1,500
1	Main Jail Special Housing 2	N	N	X		1,500
1	Main Jail Orange 2	N	N	X		1,500
1	Main Jail Orange 4	N	N	X		1,500
1	Main Jail Red 2	N	N	X		1,500
1	Main Jail Red 3	N	N	X		1,500
1	Main Jail Blue 7	N	N	X		1,500
2	Classification Desk in ACR	Y	N	X		690
1	Release/Check Printer	N	N	X		648
1	Infirmary Officer Station Room 238B	N	N	X		3,565
1	ACR Property Room 104	N	N	X		4,127
3	Infirmary , Medical Nurse Station	Y	Y	X		1,909
4	Combining 26B Outpatient & Medical Psychiatrist (currently 4886 and 4887)	Y	N	X		39,340
1	Medical Admin Assistant Office	N	N	X		229
7	Printing Room 123	N	N	X		7,254
2	Inmate Property Room-Storage Room (behind laundry)	Y	N	X		1,471
2	Laundry	Y	N	X		754
2	Medical Innate (Room 124)	Y	N	X		3,760
2	Video Visitation	Y	N	X		1,495
8	Main Jail Front Lobby	Y	Y	X		4,801
8	Main Jail Central Control	Y	Y	X		4,174
9	Transportation	Y	Y	X		17,932
8	Records	Y	Y	X		7,972
5	Main Jail Mental Health/ 3rd Floor	Y	Y	X		5,098
2	Main Jail Chaplain's Office	Y	N	X		1,565
6	Booking (this will be replaced with 2 units)	Y	Y	X		61,777
10	Administration Room 111	Y	Y	X		2,765
					X	500
10	Main Jail Administration	Y	Y	X		5,258
					X	2,529
10	Main Jail Medical Records	Y	Y	X		13,808
					X	494
10	Main Jail Supervisors	Y	Y	X		4,344
					X	1,542

Request for Quotes: MULTIFUNCTION SYSTEM or PRINTING ONLY **Minimum PPM** 50
Accomodating Paper Size Up To: 8.5"X14" or 11"X17" **Total Units Requested:** 15
All Pricing Should Be Provided On A Per Unit Basis

Proposed Copier Brand and Model	
36-Month (3-Year) Monthly Lease Cost	
48-Month (4-Year) Monthly Lease Cost	
60-Month (5-Year) Monthly Lease Cost	

Unit Purchase Price $

Description of Required Features	Included in Lease?		Addt'l Cost	Comments
	YES	NO	(if any)	
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in Comments)		X		
Auto Duplex	X			
Paper Trays Included (list paper capacity in Comments)				
Additional Paper Trays, if not included (list capacity in Comments)		X		
Bypass Tray (list capacity in Comments)	X			
Sheet/Stapler Finihser (minimum 500-sheet)		X		
Other Finisher Option (list in Comments)		X		
Image Enlargement/Reduction		X		
Supported Paper Sizes (list in Comments)				
Supported Paper Types (ex: labels and envelopes)				
Cabinet Stand				
User Codes (list maximum in Comments)				
Network Printing	X			
Fax Capability		X		
Scanning Capability				
Hole Punch Capability		X		
Stapling Capability		X		
Staples Included?		NA		
Toner Included?				
Istallation and Training Included?				
Comments)				
Total of Options				
Cost per Copy- B/W				
Cost per Copy-Color				
Company Name				
Representative Name				
Representative Phone Number(s)				
Date Quote Submitted				

Copies Included In Package (If Priced In This Manner)

Cost Per Month:	
B/W Copies Included:	
Color Copies Included	

Cost Per Copy-Overage B/W Copies	
Cost Per Copy-Overage Color Copies	

Request for Quotes: MULTIFUNCTION SYSTEM or PRINTING ONLY **Minimum PPM** 45
Accomodating Paper Size Up To: 8.5"X14" or 11"X17" **Total Units Requested:** 6
All Pricing Should Be Provided On A Per Unit Basis

Proposed Copier Brand and Model	
36-Month (3-Year) Monthly Lease Cost	
48-Month (4-Year) Monthly Lease Cost	
60-Month (5-Year) Monthly Lease Cost	

Unit Purchase Price $

Description of Required Features	Included in Lease?		Addt'l Cost	Comments
	YES	NO	(if any)	
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in Comments)				
Auto Duplex				
Paper Trays Included (list paper capacity in Comments)				
Additional Paper Trays, if not included (list capacity in Comments)		X		
Bypass Tray (list capacity in Comments)	X			
Sheet/Stapler Finihser (minimum 500-sheet)		X		
Other Finisher Option (list in Comments)		X		
Image Enlargement/Reduction				
Supported Paper Sizes (list in Comments)				
Supported Paper Types (ex: labels and envelopes)				
Cabinet Stand		X		
User Codes (list maximum in Comments)				
Network Printing	X			
Fax Capability		X		
Scanning Capability				
Hole Punch Capability		X		
Stapling Capability		X		
Staples Included?		NA		
Toner Included?				
Istallation and Training Included?				
Comments)				
Total of Options				
Cost per Copy- B/W				
Cost per Copy-Color				
Company Name				
Representative Name				
Representative Phone Number(s)				
Date Quote Submitted				

Copies Included In Package (If Priced In This Manner)

Cost Per Month:	
B/W Copies Included:	
Color Copies Included	

Cost Per Copy-Overage B/W Copies	
Cost Per Copy-Overage Color Copies	

Escambia County Jail-2935 North L Street, Pensacola, FL 32501 (850) 595-3114

Request for Quotes: MULTIFUNCTION SYSTEM or PRINTING ONLY **Minimum PPM** 45

Accomodating Paper Size Up To: 8.5"X14" or 11"X17" **Total Units Requested:** 1

All Pricing Should Be Provided On A Per Unit Basis

Proposed Copier Brand and Model	
36-Month (3-Year) Monthly Lease Cost	
48-Month (4-Year) Monthly Lease Cost	
60-Month (5-Year) Monthly Lease Cost	

Unit Purchase Price $

Description of Required Features	Included in Lease?		Addt'l Cost	Comments
	YES	NO	(if any)	
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in Comments)				
Auto Duplex				
Paper Trays Included (list paper capacity in Comments)				
Additional Paper Trays, if not included (list capacity in Comments)		X		
Bypass Tray (list capacity in Comments)	X			
Sheet/Stapler Finihser (minimum 500-sheet)		X		
Other Finisher Option (list in Comments)		X		
Image Enlargement/Reduction				
Supported Paper Sizes (list in Comments)				
Supported Paper Types (ex: labels and envelopes)				
Cabinet Stand		X		
User Codes (list maximum in Comments)				
Network Printing	X			
Fax Capability	X			
Scanning Capability				
Hole Punch Capability		X		
Stapling Capability		X		
Staples Included?		NA		
Toner Included?				
Istallation and Training Included?				
Comments)				
Total of Options				
Cost per Copy- B/W				
Cost per Copy-Color				
Company Name				
Representative Name				
Representative Phone Number(s)				
Date Quote Submitted				

Copies Included In Package (If Priced In This Manner)

Cost Per Month:	
B/W Copies Included:	
Color Copies Included	

Cost Per Copy-Overage B/W Copies	
Cost Per Copy-Overage Color Copies	

Request for Quotes: MULTIFUNCTION SYSTEM ~~or PRINTING ONLY~~ **Minimum PPM** 65
Accomodating Paper Size Up To: 8.5"X14" or 11"X17" **Total Units Requested:** 1
All Pricing Should Be Provided On A Per Unit Basis

Proposed Copier Brand and Model	
36-Month (3-Year) Monthly Lease Cost	
48-Month (4-Year) Monthly Lease Cost	
60-Month (5-Year) Monthly Lease Cost	

Unit Purchase Price $

Description of Required Features	Included in Lease?		Addt'l Cost	Comments
	YES	NO	(if any)	
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in Comments)				
Auto Duplex				
Paper Trays Included (list paper capacity in Comments)				
Additional Paper Trays, if not included (list capacity in Comments)		X		
Bypass Tray (list capacity in Comments)	X			
Sheet/Stapler Finihser (minimum 500-sheet)				
Other Finisher Option (list in Comments)	X			Minimum 1,000 page finisher
Image Enlargement/Reduction				
Supported Paper Sizes (list in Comments)				
Supported Paper Types (ex: labels and envelopes)				
Cabinet Stand		X		
User Codes (list maximum in Comments)				
Network Printing	X			
Fax Capability		X		
Scanning Capability				
Hole Punch Capability		X		
Stapling Capability		X		
Staples Included?		NA		
Toner Included?				
Istallation and Training Included?				
Comments)				
Total of Options				
Cost per Copy- B/W				
Cost per Copy-Color				
Company Name				
Representative Name				
Representative Phone Number(s)				
Date Quote Submitted				

Copies Included In Package (If Priced In This Manner)

Cost Per Month:	
B/W Copies Included:	
Color Copies Included	

Cost Per Copy-Overage B/W Copies	
Cost Per Copy-Overage Color Copies	

Request for Quotes: MULTIFUNCTION SYSTEM ~~or PRINTING ONLY~~ **Minimum PPM** 65

Accomodating Paper Size Up To: 8.5"X14" or 11"X17" **Total Units Requested:** 1

All Pricing Should Be Provided On A Per Unit Basis

Proposed Copier Brand and Model	
36-Month (3-Year) Monthly Lease Cost	
48-Month (4-Year) Monthly Lease Cost	
60-Month (5-Year) Monthly Lease Cost	

Unit Purchase Price $

Description of Required Features	Included in Lease?		Addt'l Cost	Comments
	YES	NO	(if any)	
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in Comments)				
Auto Duplex				
Paper Trays Included (list paper capacity in Comments)				
Additional Paper Trays, if not included (list capacity in Comments)		X		
Bypass Tray (list capacity in Comments)	X			
Sheet/Stapler Finihser (minimum 500-sheet)				
Other Finisher Option (list in Comments)	X			Minimum 1,000 page finisher
Image Enlargement/Reduction				
Supported Paper Sizes (list in Comments)				
Supported Paper Types (ex: labels and envelopes)				
Cabinet Stand		X		
User Codes (list maximum in Comments)				
Network Printing	X			
Fax Capability	X			
Scanning Capability				
Hole Punch Capability		X		
Stapling Capability		X		
Staples Included?		NA		
Toner Included?				
Istallation and Training Included?				
Comments)				
Total of Options				
Cost per Copy- B/W				
Cost per Copy-Color				
Company Name				
Representative Name				
Representative Phone Number(s)				
Date Quote Submitted				

Copies Included In Package (If Priced In This Manner)

Cost Per Month:	
B/W Copies Included:	
Color Copies Included	

Cost Per Copy-Overage B/W Copies	
Cost Per Copy-Overage Color Copies	

Request for Quotes: MULTIFUNCTION SYSTEM ~~or PRINTING ONLY~~ **Minimum PPM** 65

Accomodating Paper Size Up To: 8.5"X14" or 11"X17" **Total Units Requested:** 2

All Pricing Should Be Provided On A Per Unit Basis

Proposed Copier Brand and Model	
36-Month (3-Year) Monthly Lease Cost	
48-Month (4-Year) Monthly Lease Cost	
60-Month (5-Year) Monthly Lease Cost	

Unit Purchase Price $

Description of Required Features	Included in Lease?		Addt'l Cost	Comments
	YES	NO	(if any)	
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in Comments)				
Auto Duplex				
Paper Trays Included (list paper capacity in Comments)				
Additional Paper Trays, if not included (list capacity in Comments)		X		
Bypass Tray (list capacity in Comments)	X			
Sheet/Stapler Finihser (minimum 500-sheet)				
Other Finisher Option (list in Comments)	X			Minimum 3,000 page finisher
Image Enlargement/Reduction				
Supported Paper Sizes (list in Comments)				
Supported Paper Types (ex: labels and envelopes)				
Cabinet Stand		X		
User Codes (list maximum in Comments)				
Network Printing	X			
Fax Capability	X			
Scanning Capability				
Hole Punch Capability		X		
Stapling Capability	X			
Staples Included?				
Toner Included?				
Istallation and Training Included?				
Comments)				
Total of Options				
Cost per Copy- B/W				
Cost per Copy-Color				
Company Name				
Representative Name				
Representative Phone Number(s)				
Date Quote Submitted				

Copies Included In Package (If Priced In This Manner)

Cost Per Month:	
B/W Copies Included:	
Color Copies Included	

Cost Per Copy-Overage B/W Copies	
Cost Per Copy-Overage Color Copies	

Escambia County Jail-2935 North L Street, Pensacola, FL 32501 (850) 595-3114

Request for Quotes: MULTIFUNCTION SYSTEM or ~~PRINTING ONLY~~ **Minimum PPM** 70

Accomodating Paper Size Up To: 8.5"X14" or 11"X17" **Total Units Requested:** 1

All Pricing Should Be Provided On A Per Unit Basis

Proposed Copier Brand and Model	
36-Month (3-Year) Monthly Lease Cost	
48-Month (4-Year) Monthly Lease Cost	
60-Month (5-Year) Monthly Lease Cost	

Unit Purchase Price $

Description of Required Features	Included in Lease?		Addt'l Cost	Comments
	YES	NO	(if any)	
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in Comments)				
Auto Duplex				
Paper Trays Included (list paper capacity in Comments)				
Additional Paper Trays, if not included (list capacity in Comments)		X		
Bypass Tray (list capacity in Comments)	X			
Sheet/Stapler Finihser (minimum 500-sheet)				
Other Finisher Option (list in Comments)		X		
Image Enlargement/Reduction				
Supported Paper Sizes (list in Comments)				
Supported Paper Types (ex: labels and envelopes)				
Cabinet Stand		X		
User Codes (list maximum in Comments)				
Network Printing	X			
Fax Capability		X		
Scanning Capability				
Hole Punch Capability		X		
Stapling Capability		X		
Staples Included?		NA		
Toner Included?				
Istallation and Training Included?				
Comments)				
Total of Options				
Cost per Copy- B/W				
Cost per Copy-Color				
Company Name				
Representative Name				
Representative Phone Number(s)				
Date Quote Submitted				

Copies Included In Package (If Priced In This Manner)

Cost Per Month:	
B/W Copies Included:	
Color Copies Included	

Cost Per Copy-Overage B/W Copies	
Cost Per Copy-Overage Color Copies	

Request for Quotes: MULTIFUNCTION SYSTEM or PRINTING ONLY **Minimum PPM** 50
Accomodating Paper Size Up To: 8.5"X14" or 11"X17" **Total Units Requested:** 3
All Pricing Should Be Provided On A Per Unit Basis

Proposed Copier Brand and Model	
36-Month (3-Year) Monthly Lease Cost	
48-Month (4-Year) Monthly Lease Cost	
60-Month (5-Year) Monthly Lease Cost	

Unit Purchase Price $

Description of Required Features	Included in Lease?		Addt'l Cost	Comments
	YES	NO	(if any)	
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in Comments)				
Auto Duplex				
Paper Trays Included (list paper capacity in Comments)				
Additional Paper Trays, if not included (list capacity in Comments)		X		
Bypass Tray (list capacity in Comments)	X			
Sheet/Stapler Finihser (minimum 500-sheet)				
Other Finisher Option (list in Comments)		X		
Image Enlargement/Reduction				
Supported Paper Sizes (list in Comments)				
Supported Paper Types (ex: labels and envelopes)				
Cabinet Stand		X		
User Codes (list maximum in Comments)				
Network Printing	X			
Fax Capability	X			
Scanning Capability				
Hole Punch Capability		X		
Stapling Capability		X		
Staples Included?		NA		
Toner Included?				
Istallation and Training Included?				
Comments)				
Total of Options				
Cost per Copy- B/W				
Cost per Copy-Color				
Company Name				
Representative Name				
Representative Phone Number(s)				
Date Quote Submitted				

Copies Included In Package (If Priced In This Manner)

Cost Per Month:	
B/W Copies Included:	
Color Copies Included	

Cost Per Copy-Overage B/W Copies	
Cost Per Copy-Overage Color Copies	

Request for Quotes: MULTIFUNCTION SYSTEM or PRINTING ONLY **Minimum PPM** 60
Accomodating Paper Size Up To: 8.5"X14" or 11"X17" **Total Units Requested:** 1
All Pricing Should Be Provided On A Per Unit Basis

Proposed Copier Brand and Model	
36-Month (3-Year) Monthly Lease Cost	
48-Month (4-Year) Monthly Lease Cost	
60-Month (5-Year) Monthly Lease Cost	

Unit Purchase Price $

Description of Required Features	Included in Lease?		Addt'l Cost	Comments
	YES	NO	(if any)	
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in Comments)				
Auto Duplex				
Paper Trays Included (list paper capacity in Comments)				
Additional Paper Trays, if not included (list capacity in Comments)		X		
Bypass Tray (list capacity in Comments)	X			
Sheet/Stapler Finihser (minimum 500-sheet)				
Other Finisher Option (list in Comments)		X		1,000 sheet finisher minimum
Image Enlargement/Reduction				
Supported Paper Sizes (list in Comments)				
Supported Paper Types (ex: labels and envelopes)				
Cabinet Stand		X		
User Codes (list maximum in Comments)				
Network Printing	X			
Fax Capability	X			
Scanning Capability				
Hole Punch Capability		X		
Stapling Capability		X		
Staples Included?		NA		
Toner Included?				
Istallation and Training Included?				
Comments)				
Total of Options				
Cost per Copy- B/W				
Cost per Copy-Color				
Company Name				
Representative Name				
Representative Phone Number(s)				
Date Quote Submitted				

Copies Included In Package (If Priced In This Manner)

Cost Per Month:	
B/W Copies Included:	
Color Copies Included	

Cost Per Copy-Overage B/W Copies	
Cost Per Copy-Overage Color Copies	

Escambia County Jail-2935 North L Street, Pensacola, FL 32501 (850) 595-3114

Request for Quotes: MULTIFUNCTION SYSTEM or PRINTING ONLY **Minimum PPM** 50
Accomodating Paper Size Up To: 8.5"X14" or 11"X17" **Total Units Requested:** 4
All Pricing Should Be Provided On A Per Unit Basis

Proposed Copier Brand and Model	
36-Month (3-Year) Monthly Lease Cost	
48-Month (4-Year) Monthly Lease Cost	
60-Month (5-Year) Monthly Lease Cost	

Unit Purchase Price $

Description of Required Features	Included in Lease?		Addt'l Cost	Comments
	YES	NO	(if any)	
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in Comments)				
Auto Duplex				
Paper Trays Included (list paper capacity in Comments)				
Additional Paper Trays, if not included (list capacity in Comments)		X		
Bypass Tray (list capacity in Comments)	X			
Sheet/Stapler Finihser (minimum 500-sheet)				
Other Finisher Option (list in Comments)		X		
Image Enlargement/Reduction				
Supported Paper Sizes (list in Comments)				
Supported Paper Types (ex: labels and envelopes)				
Cabinet Stand		X		
User Codes (list maximum in Comments)				
Network Printing	X			
Fax Capability	X			
Scanning Capability				
Hole Punch Capability		X		
Stapling Capability		X		
Staples Included?		NA		
Toner Included?				
Istallation and Training Included?				
Comments)				THIS UNIT MUST PRINT COLOR
Total of Options				
Cost per Copy- B/W				
Cost per Copy-Color				
Company Name				
Representative Name				
Representative Phone Number(s)				
Date Quote Submitted				

Copies Included In Package (If Priced In This Manner)

Cost Per Month:	
B/W Copies Included:	
Color Copies Included	

Cost Per Copy-Overage B/W Copies	
Cost Per Copy-Overage Color Copies	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17231 **County Administrator's Report 10. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Contract Award for A&E Services for MC Blanchard Judicial Building Main Entrance Modifications
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for A&E Services for the M.C. Blanchard Judicial Building Entrance Modifications - Robert Dye, Interim Facilities Management Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board ratify the revised Agreement, to correct a scriveners error in Paragraph 1.2, from Sigma Consulting Group, Inc., to TOWNES + architects, P.A., and approve and authorize the County Administrator to sign the Agreement between Escambia County and Townes + architects, P.A., per the terms and conditions of PD 18-19.050, A&E Services for M.C. Blanchard Judicial Building Main Entrance Modifications, in the amount of $48,875.

[Funding: Fund 353, LOST IV, Cost Center 410147, Object Code 56201, Project No. 19JS0759]

BACKGROUND:

On Jury selection day and high docket court days, the main entrance is congested with the public trying to enter the M.C. Blanchard Judicial building and going through the security screening process. During inclement weather, there are very few options for the public to take shelter.

Court Administration at the MC Blanchard Judicial Building requested funds for the renovation of the public entrance of the facility in order to help keep the public out of the weather while they await entry through Security portals.

The Board approved $400,000 for these modifications in the 2018/2019 budget (LOST IV).

Requests for Letters of Interest, PD 18-19.050, A&E Services for M.C. Blanchard Judicial Building Main Entrance Modification were publicly noticed on May 20, 2019, to 181 known firms. Responses were received from two firms on June 4, 2019.

The Selection/Negotiation Committee ranked in the following order on July 3, 2019:

TOWNES + architects, P.A.; and
Sam Marshall Architects

The first negotiation meeting was held on July 30, 2019. Final and Best Offers were established on August 13, 2019, establishing the fee at a lump sum of $48,875.

BUDGETARY IMPACT:

Funding: Fund 353, LOST IV; Cost Center 410147, Object Code 56201, Project No. 19JS0759

LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement is the Standard Form G Consulting Services for Stand Alone Projects.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Contract and Purchase Order.

Attachments

Revised Agreement with Exhibits
Original Board Action, 10/17/19

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

TOWNES + architects, P.A.

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of October, 2019, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and TOWNES + architects, P.A., a for-profit professional association authorized to transact business in the State of Florida, whose address is 2421 North 12th Avenue, Pensacola, FL 32503, and whose Federal tax identification number is 202753803 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: Townes + Architects, P. A is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean George Bush, Division Manager, Facilities Management. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for A&E Services for M.C. Blanchard Judicial.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 18-19 in the amount of Forty-Eight Thousand, Eight Hundred Seventy-Five ($48,875.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 18-19.050, A&E Services for M.C. Blanchard Judicial, and as represented in the Consultant's Letter of Interest response to PD 18-19.050, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $310,000.00.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of One Hundred Fifty-nine Thousand, Five Hundred Ninety-five ($48,875.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

TOWNES + architects, P.A.
Attn: Benjamin M. Townes
2421 North 12th Avenue
Pensacola, FL 32503

(d) Invoices to the County shall be sent to:

Escambia County
Facilities Management
George Bush, Division Manager
100 East Blount Street
Pensacola FL 32501

Notices to the County shall be sent to:

Janice Gilley
County Administrator
P. O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such

ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are

exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced

above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Joe Pillitary, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and TOWNES + architects, P.A., signing by and through its President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

_____
Witness

By: _____
Janice P. Gilley, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:
TOWNES + architects, P.A., a Florida Professional association authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Date: _____

Exhibit "A" & "C"

TOWNES + architects, P.A.

Architects □ □ □ Planners
2421 North 12th Ave. Pensacola, Florida 32503

August 18, 2019

Board of County Commissioners
Escambia County, Florida
Office of Purchasing
213 Palafox Place
P.O. Box 1591
Pensacola, Florida 32591-1591

Attention: Buzz Roggenbuck – Purchasing Specialist

RE: M C Blanchard Judicial Building Main Entrance Modifications
Solicitation Number PD 18-19.50

Mr. Roggenbuck:

We are pleased to present this proposal to provide Basic Architectural / Engineering Services for the addition of canopies at the main entrance to the MC Blanchard Building. Generally, the work will be in accordance with the Information Package, Scope of Services provided in the Request for Letters of Interest. Attached are two preliminary conceptual sketches that illustrate what may be able be accomplished given the budget available.

This proposal assumes the work is all exterior and does not have interior conditioned spaces. The new canopy will be over existing paved and impervious areas. It is assumed the disturbed site area will be below the "de-minimis" threshold, therefore civil engineering should not be required.

We propose a lump sum fixed fee of $48,875.00, based upon the following schedule:

BASIC ARCHITECTURAL AND MEP ENGINEERING SERVICES:

Schematic Design:	$ 5,675.00
Design Development	$ 7,095.00
90% Construction Documents	$ 8,930.00
Final Construction Documents	$ 1,000.00
Bidding Assistance:	$ 1,420.00
Contract Administration:	$ 4,255.00
SUBTOTAL – BASIC SERVICES:	$28,375.00

Telephone: (850) 433-0203 Email:ben@townesplus.com
AA-26001051

ANTICIPATED ADDITIONAL SERVICES AND EXPENSES BEYOND BASIC SERVICES

Presentation to Architectural Review Board	$ 5,500.00
Field Measurements and Existing Conditions Drawings Preparation:	$ 1,500.00
Reimbursables:	$ 1,000.00
SUB-TOTAL – ADDITIONAL SERVICES:	$ 8,000.00

ALLOWANCES

Geotechnical Foundation Report and Recommendations:	$ 3,500.00
Conceptual Presentation to Architectural Review Board	$ 3,000.00
Follow Up Presentation to Architectural Review Board (each)	$ 2,000.00
Architectural Rendering	$ 4,000.00
SUBTOTAL ALLOWANCES	$12,500.00

GRAND TOTAL:	$48,875.00

You agree to furnish to me for our use the following information:

1. Hazardous and Regulated Materials survey of existing building.
2. Existing condition drawings and/or original contract drawings to the extent that they exist.
3. Topographic and boundary survey, if required

Work that will be specifically excluded as part of a proposal includes the following:

1. Remediation of mold, mildew, asbestos, lead and any other hazardous or regulated material.
2. Extensive construction administration or management of the Project.
3. Detailed cost estimates or budget control.
4. Destructive and non-destructive testing and investigations.
5. Civil Engineering.
6. Security Systems Design including Alarm Systems / Video Camera / Access Control Systems, etc.

These six items can be provided as additional service or reimbursable expense to the base fee. See attached "ATTACHMENT A" for hourly rates.

We assume that the development of the design will be within the parameters of applicable regulatory codes. Preparation and co-ordination of any necessary variance requests will be an additional service.

Reimbursable expenses other costs not allowed as Direct Expenses per the Standard Agreement. The proposal includes two signed and sealed copies of the construction

documents. All reimbursable expenses will be billed at the rate of 1.10 times the expense incurred for administrative overhead.

Thank you for this opportunity to be of service to you and Escambia County. We are ready to start this project immediately.

Sincerely,

Ben Townes

Exhibit "A" & "C"

TOWNES + architects, P.A.

Architects □ □ □ Planners

2421 North 12th Ave. Pensacola, Florida 32503

ATTACHMENT "A"

	BASE RATE	O/H @ 168%	PROFIT 12%	FCCM @ 1.5%	MAX RATE ALLOWED
Principal	$75.00	$126.00	$9.00	$1.12	$211.12
Project Architect	$60.00	$100.80	$7.20	$ .90	$168.90
Interior Designer	$55.00	$ 92.40	$6.60	$ .83	$154.83
Technician	$30.00	$ 50.40	$3.60	$ .45	$ 84.45
Administrative	$20.00	$ 33.60	$2.40	$ .30	$ 56.30

Telephone: (850) 433-0203 email:ben@townesplus.com

AA-26001051

Exhibit "B"

TOWNES + architects, P.A.

Architects □ □ □ Planners
2421 North 12th Ave. Pensacola, Florida 32503

MC BLANCHARD BUILDING - ENTRANCE CANOPY
PRELIMINARY PROJECT DEVELOPMENT SCHEDULE

ACTIVITY	DURATION	END DATE
• Kick Off Meeting		September 19, 2019
• Programming / Site Visits	2 Weeks	
• Client Review and Approval	1 Week	October 10, 2019
• Schematic Design	4 Weeks	
• Client Review and Approval	1 Week	November 14, 2019
• ARB Submittal deadline		November 27, 2019
• ARB Meeting		December 19, 2019
• Design Development	4 Weeks	
• Client Review and Approval	1 Week	January 23, 2020
• ARB Submittal deadline		January 30, 2020
• ARB Meeting		February 20, 2020
• 90% Construction Documents	6 Weeks	
• Client Review and Approval	1 Week	April 9, 2020
• Final Construction Documents Submit for Plan Review	2 Weeks	
• Client Review and Approval	1 Week	April 30, 2020
• Bidding	4 Weeks	May 28, 2020
• Contract Negotiations Board Approval	8 Weeks	July 23, 2020
• Construction to Sub. Completion	16 Weeks	November 12, 2020
• Final Completion	4 Weeks	December 10, 2020

NOTE: This preliminary schedule is dependent upon regulatory and Architectural Review Board decisions and approvals. Therefore, it is subject to adjustment.

Telephone: (850) 433-0203 email:ben@townesplus.com
AA-26001051

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

38. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County and Sigma Consulting Group, Inc., per the terms and conditions of PD 18-19.056, Design Services for Drainage Analysis, Pond Siting and Design for the Pensacola High School/Spring Street Retention Ponds, in the amount of $159,595.

    [Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project 17EN3963]

Motion: Move the balance of the Budget/Finance Consent Agenda **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 46, with the exception of Items 2, 11, 24, 25, 29, 30, 32, and 41, which were held for separate votes.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

39. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County and Townes + Architects, P.A., per the terms and conditions of PD 18-19.050, A&E Services for M.C. Blanchard Judicial Building Main Entrance Modifications in the amount of $48,875.

    [Funding: Fund 353, LOST IV, Cost Center 410147, Object Code 56201, Project No. 19JS0759]

Motion: Move the balance of the Budget/Finance Consent Agenda **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 46, with the exception of Items 2, 11, 24, 25, 29, 30, 32, and 41, which were held for separate votes.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17224 **County Administrator's Report 10. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Contract Award for PD 18-19.087 Annual Generator Preventative Service Contract
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for the Annual Preventative Generator Maintenance Service Contract - Robert Dye, Interim Facilities Management Director through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Coastal Generators, Inc., per the terms and conditions of PD 18-19.087, Annual Generator Preventative Maintenance Service Contract, in the amount of $43,350, for Fiscal Year 2019-2020.

An Invitation to Bid for PD 18-19.087, Annual Generator Preventative Maintenance Service Contract, was publicly noticed to 224 registrants, representing 68 firms via Vendor Registry on July 17, 2019. The solicitation was viewed by 32 firms and downloaded by 24 firms.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:
Agreement with Exhibits
Costal Generator, Inc. Bid Response
Recommendation to Award Determination Checklist
Public Notice of Recommended Award

[Funding: Fund 001, General Fund; Cost Center 310203; Object Code 54601]

BACKGROUND:

This Contract will provide Annual Preventative Maintenance on 51 County-owned emergency generators, ranging from 5kw to 2000kw, located at buildings throughout Escambia County. The Contractor will perform annual on-site preventative maintenance, as well as monthly operational checks, including start-up/run of generators and troubleshooting malfunctions of the generators, transfer switches and associated equipment. These generators are critical equipment and vital for the continuity of operations of Escambia County Departments in the event of power failures, and natural and/or catastrophic events as we provide services to our Citizens and aide in their recovery.

An Invitation to Bid for PD 18-19.087, Annual Generator Preventative Maintenance Service Contract, was publicly noticed to 224 registrants, representing 68 firms via Vendor Registry on July 17, 2019. The solicitation was viewed by 32 firms and downloaded by 24 firms. A non-mandatory Pre-Solicitation conference was held on August 2, 2019, in the Office of Purchasing. Three firms attended. Bids were received from four firms, two firms No-Bid. Coastal Generator was deemed to be the lowest cost and most capable to perform the statement of work.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund; Cost Center 310203; Object Code 54601

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Kristin Hual, Senior Assistant County Attorney

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement as well as the Purchase Order.

Attachments

Original Solicitation
Addendum #1
Addendum #2

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

RESOLICIT ANNUAL PREVENTATIVE MAINTENANCE SERVICE FOR ESCAMBIA COUNTY FACILITIES MANAGEMENT STATIONARY AND PORTABLE EMERGENCY GENERATORS PD 18-19.087

BIDS WILL BE RECEIVED UNTIL 2:00 PM CST, AUGUST 16, 2019

A NON-MANDATOREY PRE-SOLICITATION CONFERENCE WILL BE HELD AT 10:00 AM CST, AUGUST 2, 2019, RM 11.407

Office of Purchasing, Room 11.101
213 S. Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners
Lumon May, Chairman
Steven Berry, Vice Chairman
Robert Bender
Jeff Bergosh
Douglas Underhill

From:
Paul R. Nobles
Purchasing Manager

Procurement Assistance:
Buzz Roggenbuck
Senior Purchasing Coordinator
Office of Purchasing,
2nd Floor, Matt Langley Bell, III Building
213 S. Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Email: Abroggenbuck@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price

submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent (7%) of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests

for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…"
See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST

RE-SOLICIT ANNUAL PREVENTATIVE MAINTENANCE SERVICE FOR ESCAMBIA COUNTY FACILITIES MANAGEMENT STATIONARY AND PORTABLE EMERGENCY GENERATORS PD 18-19.087

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Offer/Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

RE-SOLICIT ANNUAL PREVENTATIVE MAINTENANCE SERVICE FOR ESCAMBIA COUNTY FACILITIES MANAGEMENT STATIONARY AND PORTABLE EMERGENCY GENERATORS PD 18-19.087

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Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

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Sworn Statement Pursuant to Section (287.133) (3)(a), Florida Statutes, on Entity Crimes **	5
Drug Free Workplace Form **	7
Information Sheet for Transactions and Conveyances Corporation Identification **	11
List of General Terms and Conditions (Incorporated by Reference)	13
Special Terms and Conditions	15
Scope of Work	23 to 30

SIGN AND RETURN THIS FORM WITH YOUR BIDS

OFFER/BID FORM
Submit Offers to:

ESCAMBIA COUNTY FLORIDA

PAUL NOBLES
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 S. Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

Invitation to Bid
Annual Preventative Maintenance Services for Escambia County Facilities Management Stationary and Portable Emergency Generators
Solicitation Number PD 18-19.087

SOLICITATION

MAILING DATE: July 17, 2019
PRE-SOLICITATION CONFERENCE: August 2, 2019 10:00 AM CST Office of Purchasing Conference Rm. 11.407
OFFERS WILL BE RECEIVED UNTIL: August 16, 2019 2:00 PM CST and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:
_____

TERMS OF PAYMENT:
_____

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (_____) _____
TOLL FREE NO.: (_____) _____
FAX NO.: (_____) _____

REASON FOR NO OFFER:
_____

$1,000 BID BOND ATTACHED
$_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

***Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.**

Bid Total: Base Bid: Year 1_____
Year 2 _____
Year 3 _____
Option 1: Year 1_____
Year 2 _____
Year 3 _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number_____

Occupational License No._____

Type of Contractor's License, Certification and/or Registration_____

Expiration Date: _____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox___

Will your company accept Escambia County Purchasing Cards? Yes_____No_____.

Will your company accept Escambia County Direct Payment Vouchers? Yes_____No_____.

County Permits/Fees required for this project:

Permit	Cost
_____	
_____	
_____	
_____	

Bidder: _____

By: _____

Signature: _____
Title: _____
Address: _____
_____

Person to contact concerning this bid:
_____
Phone/Toll Free/Fax #_____
_____
E-Mail Address: _____
Home Page Address: _____

Person to contact for emergency service:
_____
Phone/Cell/Pager #: _____
_____

Person to contact for disaster service:
_____
Home Address: _____
_____
Home Phone/Cell/Pager #: _____
_____

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1. _____

2. _____

3. _____

4. _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is
_____
_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:
_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

(signature)

Sworn to an subscribed before me this_____ day of _____, 19_____

Personally known _____

OR produced identification_____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

_____

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo non contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for
Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____
Vice President:_____ Treasurer:_____
Director:_____ Director:_____
Other:_____ Other:_____

Name of Corporation (As used in Florida):
_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box:_____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____
Telephone Number: _____ Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by:_____ Date:_____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer and Award Form and Bid Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com/our-services/purchasing
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
   - 5.01 **Taxes**
   - 5.02 **Discounts**
   - 5.03 **Mistakes**
   - 5.04 **Condition and Packaging**
   - 5.05 **Safety Standards**
   - 5.06 **Invoicing and Payment**
   - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
   - 9.01 **County Procedure on Acceptance of Gifts**
   - 9.02 **Contractors Required to Disclose any Gift Giving**
   - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://dos.myflorida.com/sunbiz/search
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.087 RE-SOLICIT ANNUAL PREVENTATIVE MAINTENANCE SERVICE FOR ESCAMBIA COUNTY FACILITIES MANAGEMENT STATIONARY AND PORTABLE EMERGENCY GENERATORS", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

2. **Procurement Questions**

Questions shall be directed to Buzz Roggenbuck, Senior Purchasing Coordinator, Phone: (850) 595-4878, email: abroggenbuck@myescambia.com .

3. **Bid Forms**

This Solicitation contains a Offer/Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. **Compliance with Occupational Safety and Health**
Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of

delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was complied and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

5. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

7. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

8. **Protection of Property/Security**

The awarded vendor shall take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees and the general public. The vendor shall properly secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

9. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

10. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

11. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of three (3) years. The contract may be renewed with two (2) additional twelve (12) month renewal options. An additional six (6) months extension may also be unilaterally exercised at the County's discretion. Any changes in the terms and conditions shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract, and approved by the Board of County Commissioners.

13. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

14. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

15. **Award**

Award shall be made on an "all-or-none total" basis.

16. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement; offerors are encouraged to review these requirements with their insurance agents before submitting offers. It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offerors insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Buzz Roggenbuck, Senior Purchasing Coordinator
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

18. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County; provided, however, that the Contactor shall have no obligation to save harmless, indemnify or defend the County for personal injury, death, or property damage that is solely the result of the County's wrongful or negligent conduct.

County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

BASE BID
SCOPE OF WORK (REVISED)
ANNUAL PREVENTATIVE MAINTENANCE SERVICE FOR
ESCAMBIA COUNTY FACILITIES MANAGEMENT
STATIONARY AND PORTABLE EMERGENCY GENERATORS

Escambia County Facilities Management (ECFM) is seeking a Generator Maintenance Company to Perform Annual Preventative Maintenance on fifty-one (51) county owned emergency generators ranging from 5kw to 2000kw located at buildings all through Escambia County (See Appendix A for List of Equipment). The intent of this contract is for the Contractor to perform Annual on-site preventative maintenance as well as Monthly Operational checks and start up/run of generators and troubleshoot malfunctions with the generators, transfer switches and associated equipment.

These generators backup mission critical equipment and systems vital for maintaining the Safety of Escambia County Citizens and its Employees and the operation of county functions. It will be essential for the contractor to have the ability to respond with Emergency Service 24/7/365 with a response time of two (2) hours or less. This is especially true before, during and after any emergency conditions including but not limited to Hurricanes, Floods and other such natural or catastrophic events. Duties for each generator, transfer switch and associated equipment shall include:

- Annual replacement of oil and filters with Contractor suppling the oil and the filters.
- Annual replacement of fuel and air filters with Contractor suppling the filters.
- Triennial replacement of batteries with Contractor suppling the batteries.
- Triennial replacement of antifreeze with Contractor suppling the antifreeze.
- Triennial replacement of hoses and belts with Contractor suppling the hoses and belts.
- All parts, repairs and / or fluid changes must be done with parts and fluids that meet or exceeds the manufacturer's specifications and requirements. Any substitution of these parts, fluids, or the changing of any factory settings must be approved by the ECFM representative.
- Contractor is responsible for proper transport and disposal of used fluids, filters, batteries, belts and hoses in accordance with local, state and federal regulations.
- Monthly inspection of site, genset, block heater, battery charger, transfer switch and associated equipment for any leaks, vibrations, loose belts and other malfunctions.
- Monthly check of fluid levels with top off of fluids (oil, water, battery) as necessary.
- Monthly check of fuel levels and notify County Fuel Division if level is low.

- Monthly Test run of Generator and Transfer Switch operation (bi-monthly for the small portables).
- Monthly Detailed report of findings and recommendations to be submitted to ECFM.
- Detailed Records, to include but not limited to, hour meter reading, voltage, amperage and frequency readings, water temperature and oil pressure readings and other checks and records as needed shall be kept for each generator and submitted to ECFM on a Monthly basis.
- A Prior Approved Set Rate of Charge will be established for Emergency Trouble Calls and Repairs.
- Written Documentation Shall be Required for All Work Performed.

Unfinished Maintenance or Repairs

If the Contractor has a unit down for maintenance or repair and is unable to have it operational prior to leaving the site, the Contractor Shall notify ECFM prior to leaving the site and if necessary, arrangements will need to be made to furnish and connect a portable backup unit to cover the needs of the facility being served by the downed unit.

On Call/Emergency Response Service

The Contractor Shall provide ECFM with Contact information that allows ECFM to reach a Contact Person (Not an answering machine) on a 24/7/365 basis. In the event of a generator failure or malfunction, the Contractor shall provide on call repair services within two (2) hours of receiving the call. Call backs for on-call repairs for the same problem within a twenty-four (24) hour period shall be at the Contractor's expense.

Unscheduled Repairs

A repair is defined as a deficiency which is identified during regular preventive maintenance that is not the result of normal wear and tear and is not because of any improper performance by the Contractor or failure to perform preventative maintenance. Contractor Shall prepare and submit to ECFM a written not-to-exceed estimate to perform any major repairs. Repairs shall be made only with the written authorization of the ECFM representative. The ECFM representative may obtain additional repair cost estimates and authorize major repair work to be done by another contractor when it is determined to be in the best interest of the county.

Length of Proposed Contract

Contract will be for a period of three years with option to renew for two one-year renewals. Contractor shall provide cost per year (year 1, year 2, year 3) in their proposed cost.

DETAILED SUBMITTAL REQUIREMENTS

Proposal Format

Each proposer is required to submit the proposal to Escambia County**.** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the ECFM and Escambia County Purchasing Department. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only.

The proposal shall be organized as follows:

- **Cover Letter**
- **Company Information**
- **Proposed Cost for Preventative Maintenance Services**
- **Proposed Cost for On Call/Emergency Response Service**
- **References**
- **Proposal Submission Form**

Omissions and incomplete answers will be deemed unresponsive. Please initial any corrections.

Cover Letter

A summary including the name, address, email address, and any other pertinent information about the company. The summary should not exceed two (2) pages.

Company Information

Include a description of the companies' background
Organizational structure
Length of time in business
Assets available to meet service requirements
Number of qualified generator service technicians with their individual qualifications
Number of qualified office staff to properly handle the detailed records and written documentation
Detailed experience in providing the type of services solicited herein

Proposed Cost for Preventative Maintenance Services

Provide detailed cost for providing the Preventative Maintenance for all fifty one (51) generators listed. This quantity is subject to change with the possibility of generators being removed or added throughout

the contract period. The cost for any changes will be adjusted accordingly with the approval of the Contractor and ECFM.

Proposed detailed cost shall be per year (year 1, year 2, year 3) for the three-year duration.

Proposed Cost for On Call/Emergency Response Service
Provide detailed cost for providing an unscheduled / on call emergency response.

References
List three (3) references for similar services currently provided by your company.
Provide reference company name, address, contact name, email address and telephone numbers.
Provide length of service provided for each reference.

Proposal Submission Form
Provide signed form with name of company, company representative(s), address, email address and phone numbers.

APPENDIX "A"
List of generators with their Manufacturer Name, Model/Serial Numbers, KW sizes, Fuel Type, Building Name and Location Address.

Award Procedures
The award for the contract shall be made in the best interest of the county.

OPTION 1
SCOPE OF WORK (REVISED – TO PROVIDE LABOR ONLY)
ANNUAL PREVENTATIVE MAINTENANCE SERVICE FOR
ESCAMBIA COUNTY FACILITIES MANAGEMENT
STATIONARY AND PORTABLE EMERGENCY GENERATORS

Escambia County Facilities Management (ECFM) is seeking a Generator Maintenance Company to Perform Annual Preventative Maintenance on fifty-one (51) county owned emergency generators ranging from 5kw to 2000kw located at buildings all through Escambia County (See Appendix A for List of Equipment). The intent of this contract is for the Contractor to perform Annual on-site preventative maintenance as well as Monthly Operational checks and start up/run of generators and troubleshoot malfunctions with the generators, transfer switches and associated equipment.

These generators backup mission critical equipment and systems vital for maintaining the Safety of Escambia County Citizens and its Employees and the operation of county functions. It will be essential for the contractor to have the ability to respond with Emergency Service 24/7/365 with a response time of two (2) hours or less. This is especially true before, during and after any emergency conditions including but not limited to Hurricanes, Floods and other such natural or catastrophic events. Duties for each generator, transfer switch and associated equipment shall include:

- Annual replacement of oil and filters with ECFM suppling the oil and the filters.
- Annual replacement of fuel and air filters with ECFM suppling the filters.
- Triennial replacement of batteries with ECFM suppling the batteries.
- Triennial replacement of antifreeze with ECFM suppling the antifreeze.
- Triennial replacement of hoses and belts with ECFM suppling the hoses and belts.
- Contractor shall provide at least two (2) week notice to ECFM to acquire necessary materials for each site.
- All repairs and work must meet or exceed the manufacturer's specifications and requirements. Any substitution or the changing of any factory settings must be approved by the ECFM representative.
- Contractor is responsible for proper transport and disposal of used fluids, filters, batteries, belts and hoses in accordance with local, state and federal regulations.
- Monthly inspection of site, genset, block heater, battery charger, transfer switch and associated equipment for any leaks, vibrations, loose belts and other malfunctions.
- Monthly check of fluid levels with top off of fluids (oil, water, battery) as necessary.
- Monthly check of fuel levels and notify County Fuel Division or ECFM if level is low.

- Monthly Test run of Generator and Transfer Switch operation (bi-monthly for the small portables).
- Monthly Detailed report of findings and recommendations to be submitted to ECFM.
- Detailed Records, to include but not limited to, hour meter reading, voltage, amperage and frequency readings, water temperature and oil pressure readings and other checks and records as needed shall be kept for each generator and submitted to ECFM on a Monthly basis.
- A Prior Approved Set Rate of Charge will be established for Emergency Trouble Calls and Repairs.
- Written Documentation Shall be Required for All Work Performed.

Unfinished Maintenance or Repairs

If the Contractor has a unit down for maintenance or repair and is unable to have it operational prior to leaving the site, the Contractor Shall notify ECFM prior to leaving the site and if necessary, arrangements will need to be made to furnish and connect a portable backup unit to cover the needs of the facility being served by the downed unit.

On Call/Emergency Response Service

The Contractor Shall provide ECFM with Contact information that allows ECFM to reach a Contact Person (Not an answering machine) on a 24/7/365 basis. In the event of a generator failure or malfunction, the Contractor shall provide on call repair services within two (2) hours of receiving the call. Call backs for on-call repairs for the same problem within a twenty-four (24) hour period shall be at the Contractor's expense.

Unscheduled Repairs

A repair is defined as a deficiency which is identified during regular preventive maintenance that is not the result of normal wear and tear and is not because of any improper performance by the Contractor or failure to perform preventative maintenance. Contractor Shall prepare and submit to ECFM a written not-to-exceed estimate to perform any major repairs. Repairs shall be made only with the written authorization of the ECFM representative. The ECFM representative may obtain additional repair cost estimates and authorize major repair work to be done by another contractor when it is determined to be in the best interest of the county.

Length of Proposed Contract

Contract will be for a period of three years with option to renew for two one-year renewals. Contractor shall provide cost per year (year 1, year 2, year 3) in their proposed cost.

DETAILED SUBMITTAL REQUIREMENTS

Proposal Format

Each proposer is required to submit the proposal to Escambia County**.** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the ECFM and Escambia County Purchasing Department. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only.

The proposal shall be organized as follows:

- **Cover Letter**
- **Company Information**
- **Proposed Cost for Preventative Maintenance Services**
- **Proposed Cost for On Call/Emergency Response Service**
- **References**
- **Proposal Submission Form**

Omissions and incomplete answers will be deemed unresponsive. Please initial any corrections.

Cover Letter

A summary including the name, address, email address, and any other pertinent information about the company. The summary should not exceed two (2) pages.

Company Information

Include a description of the companies' background
Organizational structure
Length of time in business
Assets available to meet service requirements
Number of qualified generator service technicians with their individual qualifications
Number of qualified office staff to properly handle the detailed records and written documentation
Detailed experience in providing the type of services solicited herein

Proposed Cost for Preventative Maintenance Services

Provide detailed cost for providing the Preventative Maintenance for all fifty one (51) generators listed. This quantity is subject to change with the possibility of generators being removed or added throughout

the contract period. The cost for any changes will be adjusted accordingly with the approval of the Contractor and ECFM.

Proposed detailed cost shall be per year (year 1, year 2, year 3) for the three-year duration.

Proposed Cost for On Call/Emergency Response Service

Provide detailed cost for providing an unscheduled / on call emergency response.

References

List three (3) references for similar services currently provided by your company.
Provide reference company name, address, contact name, email address and telephone numbers.
Provide length of service provided for each reference.

Proposal Submission Form

Provide signed form with name of company, company representative(s), address, email address and phone numbers.

APPENDIX "A"

List of generators with their Manufacturer Name, Model/Serial Numbers, KW sizes, Fuel Type, Building Name and Location Address.

Award Procedures

The award for the contract shall be made in the best interest of the county.

APPENDIX "A" - ANNUAL PREVENTATIVE MAINTENANCE SERVICE CONTRACT - LIST OF ESCAMBIA COUNTY FACILITIES MANAGEMENT GENERATORS

#	Gen ID #	Bldg ID #	Manufacturer	KW	Fuel	Model #	Serial #	Building Location	Building Address
1	GEN-003	B179	KOHLER	40	D	40ROZJ81 Skid	352145	FACILITIES MANAGEMENT	100 E. BLOUNT ST.
2	GEN-006	B37	KOHLER	50	D	5OROZ	392799	ROAD OPS - ADMIN	601 HWY 297A
3	GEN-007	B40	KOHLER	80	D	80R0ZJ	39205001	ROAD OPS - ADMIN-II-TRAFFIC-SFTY	601 HWY 297A
4	GEN-008	B44	KOHLER	10	D	10ROZC1	475093	ROAD OPS - FUEL-ISLAND	601 HWY 297A
5	GEN-009	B32	KOHLER	230	D	230R0ZD	390939	ROAD PRISON - BARRACKS	601 HWY 297A
6	GEN-018	B69	MARATHON ELECTRIC	600	D	680FDR8064AB 5152W	KA 94202	JAIL MAIN (ALSO FEEDS JJC EMER PANEL)	2935 N. "L" ST.
7	GEN-020	B4	ONAN	30	D	300DL6-15R724848C	J830679818	**SHERIFF** - BIG LAGOON	12950 GULF BEACH HWY.
8	GEN-023	B104	CATIPILLAR	130	D	3306 SR-4	45BH1419	NORTH CAMP GARAGE	4901 CAMP ROAD, CENTURY
9	GEN-031	B42	ONAN	200	D	200.OD45 DYG	A780297967	ROAD OPS - GARAGE	601 HWY 297A
10	GEN-037	B179	DAYTON	5.5	G	1N166 Skid	1607018	FACILITIES MANAGEMENT	100 E. BLOUNT ST.
11	GEN-038	B179	WINPOWER	4	G	4000BP Skid	MO-9468-16	FACILITIES MANAGEMENT	100 E. BLOUNT ST.
12	GEN-039	B179	DAYTON	5	G	3W737A Skid	2543852	FACILITIES MANAGEMENT	100 E. BLOUNT ST.
13	GEN-040	B179	DAYTON	5	G	3W737A Skid	2543926	FACILITIES MANAGEMENT	100 E. BLOUNT ST.
14	GEN-042	B129/B75	KOHLER	30	D	30R0Z 281	205980	CBDF HOLDING POND	1191 W. LEONARD ST.
15	GEN-043	B179	KOHLER	150	D	150ROZJ 71 Trailer	375442	FACILITIES MANAGEMENT	100 E. BLOUNT ST.
16	GEN-052	B161	GENERAC	25	D	97A 02586 S	2034888	SOLID WASTE - FUEL BLDG	13009 BEULAH RD.
17	GEN-055	B179	DAYTON	7	G	3W793C Skid	8349157	FACILITIES MANAGEMENT	100 E. BLOUNT ST.
18	GEN-057	B61	KOHLER	60	D	60RE0ZJ-13	721570	CENTURY CH / **SHERIFFS** SS	7500 N. CENTURY BLVD., CENTURY
19	GEN-059	B79	ONAN	450	D	450DFEC	C980706075	JUDICIAL CENTER	190 W. GOVERNMENTAL CENTER
20	GEN-060	B229	KATOLITE	350	D	D350FPV4	LM236172 (66096)	WORK RELEASE	1211 W. FAIRFIELD DR.
21	GEN-061	B220	KOHLER	135	D	135 ROZJ	746764	ROAD PRISON - ADMIN	601 HWY 297A
22	GEN-063	B179	BRIGGS AND STRATTON	6.5	G	PRO6500 Wheeled	1010561526	FACILITIES MANAGEMENT	100 E. BLOUNT ST.
23	GEN-066	B179	INGERSOLL	59	D	G75 Trailer	7505007645	FACILITIES MANAGEMENT	100 E. BLOUNT ST.
24	GEN-067	B242	KOHLER	80	D	80REOZJB (487)	2056230	ERNIE LEE MAGAHA OFFICE BLDG	221 PALAFOX PLACE
25	GEN-068	B208	ONAN	70	D	70-OKR-10R/19937	L770287032	GOVT-CMPLX-I-EQUIP-MAINT (FDOT)	1651 E. NINE MILE RD.
26	GEN-069	B179	INGERSOLL	66	D	G80A Trailer	370386UDQB51	FACILITIES MANAGEMENT	100 E. BLOUNT ST.
27	GEN-070	B179	INGERSOLL	66	D	G80A Trailer	370387UDQB51	FACILITIES MANAGEMENT	100 E. BLOUNT ST.
28	GEN-072	B1132	KOHLER	15	D	15ROY	731881	EQUESTRIAN CONCESSION/ARENA	7750 MOBILE HWY.
29	GEN-073	B128	CATIPILLAR	80	D	D80-4	CAT00C44CN4E01108	TOLL PLAZA	401 PENSACOLA BEACH BLVD.
30	GEN-075	B27	KATOLITE	230	D	D230FJJ4T3 57885	1454300507	SOLID WASTE - OPERATIONS	13009 BEULAH RD.

31	GEN-076	B204	KOHLER	20	D	20RE0ZJB	2165200	GOVT-COMPLEX-I-FUEL (FDOT)	1651 E. NINE MILE RD.
32	GEN-077	B179	BRIGGS AND STRATTON	8	G	30247 Wheeled	1013497496	FACILITIES MANAGEMENT	100 E. BLOUNT ST.
33	GEN-078	B322	KOHLER	2000	D	2000ROZD4	698483	CENTRAL ENERGY PLANT	3103 N. "H" ST.
34	GEN-079	B79	KOHLER	15	NG	15RYG	2182610	JUDICIAL CENTER (COOLING TOWER)	190 W. GOVERNMENTAL CENTER
35	GEN-080	B258	MASPOWER	200	D	TMJB250 LA 4	MR30567	ELMB GARAGE AND TAX COLLECTOR	213 S. PALAFOX ST.
36	GEN-083	B46	ONAN, CUMMINS	80	D	175DGFB	J930523729	ANIMAL SHELTER	200 W. FAIRFIELD DR.
37	GEN-084	B130	GENERAC	10	NG	58330	5804638	COUNTY OFFICE BUILDING	2251 N. PALAFOX ST.
38	GEN-085	B295	CATIPILLAR	1000	D	SR-4B-GD	G5D00739	CENTRAL OFFICE COMPLEX	3363 W. PARK PLACE
39	GEN-086	B113	CATIPILLAR	1000	D	SR-4B	2GM00626	**SHERIFF** ADMINISTRATION	1700 W. LEONARD ST.
40	GEN-087	B179	KOHLER	20	LP	20R762 Trailer	380489 PA-185085-62N	FACILITIES MANAGEMENT	100 E. BLOUNT ST.
41	GEN-088	B307	BRIGGS AND STRATTON	2.5	NG	040301A	1020447600	WEST FL PUBLIC LIBRARY - MAIN	200 W. GREGORY ST.
42	GEN-089	B315	GENERAC	20	NG	15046050100	7833458	PALAFOX TRANSFER STATION	2906 N. PALAFOX ST.
43	GEN-090	B179	KOHLER	80	NG	80RZG	2096490	FACILITIES MANAGEMENT	100 E. BLOUNT ST.
44	GEN-091	B45	TAYLOR POWER	350	D	TD350	25640	**SHERIFF** VIDEO VISITATION	1190 W. LEONARD ST.
45	GEN-260	B260	MASPOWER	135	D	TMJB250MBA	MR23963	MOSQUITO CONTROL - OFFICE/LAB	601 HWY 297A
46	GEN-262	B302	KOHLER	80	D	80RZG	2098701	MOLINO TAX COLLECTOR	6440 N HIGHWAY 95A
47	GEN-265	B303	TAYLOR POWER	100	D	TD100 363PSL1617	MX-172377-0112	**SHERIFF** WARRINGTON PRECINCT	30 N. NAVY BLVD.
48	GEN-266	B121	GENERAC	48	NG	QTO4842ANAN	5364470	**SHERIFF** - HOOD DRIVE	97 HOOD DR.
49	GEN-267	B119	KOHLER	300	D	300ROZD 81	380 922	**SHERIFF** SPECIAL INVESTIGATIONS	1600 W. LEONARD ST.
50	GEN-268	B272	TAYLOR POWER	80	G	TD80 362CSL1604	646998	ESCAMBIA COUNTY **SHERIFF** GARAGE	1301 N. "H" ST.
51	GEN-269	B102	INGERSOLL	59	D	G75	R504849CJD	LSC MAINTENANCE SHOP	1350 W. LEONARD ST.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

August 2, 2019

To: All Known Prospective Bidders

Addendum Number 1:

RE: Addition of revised list of County Owned Generators
PD 18-19.087
Deletion of Requirement for Payment and Performance Bonds

All:

This notice is to provide for Acknowledgement of Addendum 1.

A revised list of County owned generators with dates of current battery replacements is provided.

The requirement for a Performance and Payment Bond is deleted.

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

August 6, 2019

To: All Known Prospective Bidders

Addendum Number 2:

RE: Addition of "Corrected" revised list of County Owned Generators
PD 18-19.087

All:

This notice is to provide for Acknowledgement of Addendum 2.

A corrected, revised list of County owned generators with dates of current battery replacements is provided.

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 2:

SIGNED: _____

COMPANY: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17223 **County Administrator's Report 10. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Contract Award for PD 18-19.105 Century and Molino Library Modifications
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Century and Molino Library Modifications - Robert Dye, Interim Facilities Management Director through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and A. E. New, Jr., Inc., per the terms and conditions of PD 18-19.105, Century and Molino Library Modifications in the amount of $190.000.

An Invitation to Bid for PD 18-19.105, Century and Molino Library Modifications, was publicly noticed to 301 registrants, representing 107 firms via Vendor Registry on September 16, 2019. The solicitation was viewed by 50 firms and downloaded by 34 firms.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:
Bid Tab Notice of Award
Bid from A. E. New, Jr., Inc.
Recommendation to Award Checklist

[Funding: Fund 113, Library Fund; Cost Center 11051; Object Code 56201]

BACKGROUND:

The Century Branch Library has proposed expansion of the Children's Area by reducing onsite storage, addition of outside amenities (benches, bike rack, tables, etc.), improvements to the public service desk for increased accessibility, and an emergency exit with ramp from the staff workspace. This renovation includes new carpet and paint throughout the facility.

The Molino Branch Library has proposed accessibility improvements that include power assisted door openers, public service desk modification, and the addition of sound dampening panels to improve acoustics.

An Invitation to Bid for PD 18-19.105, Century and Molino Library Modifications, was publicly noticed to 301 registrants, representing 50 firms via Vendor Registry on September 16, 2019. The solicitation was viewed by 50 firms and downloaded by 34 firms. A non-mandatory Pre-Solicitation conference was held on September 23, 2019. No firms attended. Bids were received from three Firms: A. E. New, Jr., was deemed to be the lowest cost and most capable firm to perform the Statement of Work.

BUDGETARY IMPACT:

Funding: Fund 113 Library Fund; Cost Center 11051; Object Code 56201

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, FORM A: Construction- A/E Designed

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement as well as the Purchase Order.

Attachments

Agreement
Original Solicitation
Addendum #1
Addendum #2

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

A. E. NEW, JR., INC.

FOR

PD 18-19.105, CENTURY AND MOLINO LIBRARY MODIFICATIONS

FORM A: Construction- A/E Designed

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM A

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND A. E. NEW, JR., INC. FOR ARCHITECT/ENGINEER DESIGNED CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA**,** ("County"), hereby contracts with A. E. New, Jr., Inc. (“Contractor”), a Florida corporation for profit, to perform all work ("Work") in connection with Century And Molino Library Modifications ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS.

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK.

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

One hundred ninety thousand dollars

190,000.00

SECTION 4. BONDS.

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. Per §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours' notice prior to beginning the Work. The Work shall be substantially completed within **One hundred twenty** (**120**) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **Thirty (30)** calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **one hundred fifty** (**150**) calendar days (herein "Contract Time").

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$150.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the County's Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items

will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Owner Direct Purchases- FORM OF0205 (if applicable)
Exhibit H:	Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows: **[Description/Sheet No./Date]**
Exhibit I:	Technical Specifications **[Description/Date]**
Exhibit J:	Supplemental Terms and Conditions
Exhibit K:	Federal Documents (if applicable)
Exhibit L:	Solicitation Documents Index

SECTION 7. NOTICES.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Facilities Management
100 East Blount
Pensacola, FL 32501
Attention: John Townsend, Construction Manager

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

A. E. New, Jr., Inc.
460 Van Pelt Lane
Pensacola, FL 32505
Will Errington, Vice President

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and A. E. New, Jr., Inc. signing by and through its Vice President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____
County Administrator

Witness: _____

Date: _____

BCC Approved: _____

CONTRACTOR:
A. E. New, Jr., Inc., a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: Vice President

Date: _____

(Corporate Seal)

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to Architect/Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Architect/Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Architect", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Architect or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County and the Architect/Engineer, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Architect/Engineer, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E**.

4.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to County and the Architect/Engineer a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit four (4) original copies of each of its Applications for Payment to the Architect/Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Architect/Engineer shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment by the Architect/Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused by the Architect/Engineer, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision to the property owner within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's and Architect/Engineer's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 5. PAYMENTS WITHHELD.

5.1. The Architect/Engineer or County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Architect/Engineer or County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County and Architect/Engineer in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and

notarized copy of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Architect/Engineer or County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Architect's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed

substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site; and

8.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County or Architect/Engineer pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract

Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County and Architect/Engineer within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Architect/Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County and Architect/Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Architect/Engineer and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to Architect/Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its

proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) calendar days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the

insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.

13.9 Duty To Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County and Architect/Engineer in writing. Compliance with the above laws shall include

but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the abovenamed laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS.

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

Section 16. ASSIGNMENT

16.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES.

17.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT.

18.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or Architect/Engineer or as provided for in the approved Progress Schedule; or (4) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

18.2 County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3 If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Architect/Engineer and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to

be paid to the Contractor or County, as the case may be, shall be certified by the Architect/Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) calendar days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions

thereof are ready for the Architect's substantial completion inspection. From the Architect's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work has been deemed substantially complete by the County.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, (4) a published copy of the Notice of Completion as provided for in this section and (5) all required close out document as provided in the contract documents. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 22. WARRANTY

22.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 23. TESTS AND INSPECTIONS

23.1. County, Architect/Engineer, their respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Architect/Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Architect/Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Architect/Engineer and County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Architect/Engineer, such work must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Architect/Engineer, such Work must, if requested by Architect/Engineer, be uncovered for Architect/Engineer's observation and be replaced at Contractor's sole expense.

23.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

23.5. Neither observations by the Architect/Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with

the Contract Documents.

23.6. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County or Architect/Engineer, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County or Architect/Engineer, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County or Architect/Engineer considers it necessary or advisable that covered Work be observed by Architect/Engineer or inspected or tested by others, Contractor, at County's or Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Architect/Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County or Architect/Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County or Architect/Engineer to stop the Work shall not give rise to any duty on the part of County or Architect/Engineer to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County or

Architect/Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Architect/Engineer or County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County or Architect/Engineer, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County or Architect/Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Architect/Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjacent to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 29. SAFETY

29.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2 The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.3 The Contractor shall designate a responsible representative at the Project site whose duty shall

be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS.

30.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Architect/Engineer or County with respect to the Project, when directed to do so by County or Architect/Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Architect/Engineer.

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____,

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____
(Business Address)

_____
(Authorized Signature)

_____
Witness

_____
(Printed Name)

OR

_____
Witness

_____
As Attorney In Fact (Attach Power)

_____
_____
_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

_____
Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____

Witness

(Business Address)

_____

(Authorized Signature)

_____

Witness

_____

(Printed Name)

OR

_____

_____

As Attorney In Fact (Attach Power)

_____

_____

_____

Witnesses

_____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Buzz Roggenbuck, Sr. Purchasing Coordinator
   Office of Purchasing, Room 11.101
   Pensacola, FL 32502
   Fax (850) 595-4806
   E-mail: abroggenbuck@myescambia.com
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed

necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work

areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the

project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager ~~or~~ and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA)
)
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By:_____
Its:_____ President

_____
Witness

Date:_____

_____
Witness

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any:_____

EXHIBIT E

FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.
□ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-

fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Architect

By: _____

Owner

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

CENTURY AND MOLINO LIBRARY LIBRARY MODIFICATIONS
SPECIFICATION NUMBER PD 18-19.105

BIDS WILL BE RECEIVED UNTIL 2:00 PM, CDT, OCTOBER 1, 2019
Office of Purchasing,
Matt Langley Bell, III Building Room 11.101
213 Palafox Place, Pensacola, FL 32502

A Non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 3:00 PM CDT, September 23, 2019

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry,Vice Chairman
Robert R. Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Buzz Roggenbuck
Senior Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4878
E-Mail: Abroggenbuck@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and

responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
CENTURY AND MOLINO LIBRARY MODIFICATIONS
SPECIFICATION NUMBER PD 18-19.105

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

CENTURY AND MOLINO LIBRARY MODIFICATIONS
SPECIFICATION NUMBER PD 18-19.105

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Buzz Roggenbuck
Senior Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4878

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

CENTURY AND MOLINO LIBRARY MODIFICATIONS

Solicitation Number PD 18-19.105

Solicitation

MAILING DATE: 9/16/2019
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 3:00 PM CDT, September 23, 2019.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, October 1, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer
_____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

Bid Bond Attached:
$_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder's offer shall result in the bid being rejected as non-responsive.***

Bid Form

Century Library Base Bid---------- $_____

Molino Library Base Bid ----------$_____

Combined Lump Sum Base Bid of ----------$_____

SCOPE OF WORK

Molino Library

Modification of existing ramp at the north side of the building to be ADA compliant. Installation of ADA power door openers at north and south end of building. Create two ADA compliant parking spaces in exist parking lot adjacent to the north ramp. Include all ADA signage, stripping and warning pads as required. Modification of staff Circulation desk casework for ADA access.

Century Library

Minor interior renovation to reconfigure rooms with new floor finish. An exterior door will be added for new exterior access for employees. Exterior modifications include sidewalk addition and concrete areas for misc. items.

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be Substantially completed within **One hundred twenty (120)** from the Commencement Date. The Bidder agrees to fully complete all work included above within **Thirty (30) consecutive calendar days** from the date of Substantial Completion. **Liquidated damages of $150 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

213 South Palafox Place, 2nd Floor • Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),

FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.105, "Century and Molino Library Modifications", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the outside of the air-bill, envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Drawings

Project drawings are included in Exhibit I.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the Solicitation and Offer Form acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. Performance and Payment Bonds

The County **may** require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **100% of the dollar**

value of award on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. Procurement Questions

Questions shall be directed to Buzz Roggenbuck, Senior Purchasing Coordinator, at Abroggenbuck@myescambia.com . Last day for questions will be September 25, 2019 at 5:00 p.m. CDT.

5. Bid Forms

This Solicitation contains a Solicitation and Offer Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. F.O.B. Point

Not required

7. Liquidated Damages

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of $150.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

8. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

9. Warranty

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in

materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

10. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. Protection of Property/Security

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

13. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the bid form(s) to the best of our knowledge.

14. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

15. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement,

contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Buzz Roggenbuck, Sr. Purchasing Coordinator
   Office of Purchasing, Room 11.101
   Pensacola, FL 32502
   Fax (850) 595-4806
   E-mail: abroggenbuck@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

16. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents
(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at https://www.myescambia.com/our-services/purchasing, must have ADOBE Reader, on the left side, click Uniform Contract Format, scroll down to Forms, then click FORM B: Construction to access the Standard Construction Contract Documents).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B.
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in 120 calendar days
Fully Complete and ready for Final Inspection in 150 calendar days total
*B. Liquidated Damages at $150.00 for each calendar day
Section 6
Section 7 *A. Escambia County Department
221 Palafox Place
Pensacola, FL 32502
Attn: Buzz Roggenbuck
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.four (4) copies of each Application for Payment
*21.1 one (1) year(s) after final completion
B Form of Performance and Payment Bond
C Insurance and Safety Requirements

Exhibit I – Working Drawings

PD 18-19.105 CENTURY_DWGS

PD 18-19.105 MOLINO_DWGS

See separate documents

Board of County Commissioners • Escambia County, Florida
Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 24, 2019

To: All Known Prospective Bidders

Addendum Number 1:

RE: PD 18-19.105, Century and Molino Library Modifications

All:

This notice is to provide for Acknowledgement of Addendum 1.

The following question was received:

Question: "REFERENCE SPECIAL TERMS AND CONDITIONS - 3. PERFORMANCE AND PAYMENT BONDS WHICH STATES "THE COUNTY MAY REQUIRE" P & P BONDS. SINCE BONDS HAVE A DOLLAR VALUE COST IMPACT, WE REQUEST THAT THE COUNTY DECIDE PRIOR TO BID IF P & P BONDS WILL BE REQUIRED.

Response: Yes, Performance and Payment Bonds are required.

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

Board of County Commissioners • Escambia County, Florida
Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 26, 2019

To: All Known Prospective Bidders

Addendum Number 2:

RE: PD 18-19.105, Century and Molino Library Modifications

All:

This notice is to provide for Acknowledgement of Addendum 2.

The Bid Due date has been rescheduled to Tuesday, October 8, 2019, 11:00 am CDT.

This Addendum Number 2 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo-copy for your record.

Sincerely,

Buzz Roggenbuck
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 2:

SIGNED: _____

COMPANY: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17221 **County Administrator's Report 10. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Contract Award for M.C. Blanchard Judicial Building Carpet Replacement
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for PD 18-19.082, M.C. Blanchard Judicial Building Carpet Replacement - Robert Dye, Interim Facilities Management Director through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Carpet Creations of Florida, Inc., per the terms and conditions of PD 18-19.082, M.C. Blanchard Judicial Building Carpet Replacement, in the amount of $ 473,330.

An Invitation to Bid for PD 18-19.082, M.C. Blanchard Judicial Building Carpet Replacement, was publicly noticed to 154 registrants, representing 48 firms via Vendor Registry on August 20, 2019. The solicitation was viewed by 48 firms and downloaded by 25 firms.

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

- Bid Tab Recommended Award
- Bid from Carpet Creations, Inc
- Determination of Award Checklist
- Email from Carpet Creations of Florida, Inc., accepting the low bid

[Funding: Fund 353, LOST IV; Cost Center 410147; Object Code 56201; Project # 19J50839]

BACKGROUND:

An Invitation to Bid for PD 18-19.082, M.C. Blanchard Judicial Building Carpet Replacement, was publicly noticed to 154 registrants, representing 48 firms via Vendor Registry on August 20, 2019. The solicitation was viewed by 48 firms and downloaded by 25 firms.

A Non-Mandatory Pre-Solicitation conference was held on October 7, 2019, and three firms attended. Bid responses were received from four firms on November 12, 2019. Of those responses, one firm submitted a "No Bid" and one firm's bid was deemed non-responsive. Of the two remaining responsive bids, a firm located in Arizona was the low bidder with a price of $473,330.00. Carpet Creations of Florida, Inc., a local firm with an office located in a CRA, submitted a bid which was within the 5% threshold as defined County Ordinance Sec. 46-110 – Local Preference in Bidding. Carpet Creations of Florida, Inc. agreed to provide the product and service at the lowest bid price of $473,333.00 and, per the County Ordinance noted above, Carpet Creations of Florida, Inc. has been determined to be the lowest responsive local bidder.

BUDGETARY IMPACT:

Funding: Fund 353, LOST IV; Cost Center 410147; Object Code 56201; Project # 19J50839.

LEGAL CONSIDERATIONS/SIGN-OFF:

Standard Form C Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement as well as the Purchase Order.

Attachments

Agreement
Original Solicitation
Addendum #1
Addendum #2
Addendum #3

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

CARPET CREATIONS OF FLORIDA, INC.

FOR

PD 18-19.082, M.C. Blanchard Judicial Building Carpet Replacement

FORM A: Construction- A/E Designed

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM A

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Exhibit G/Owner Direct Purchases- FORM OF0205 (if applicable)

Exhibit H/Working Drawings / Plans prepared by Engineer and Identified as Follows:

PD 18-19.082 Plans and Specifications Carpet Replacement M.C. Blanchard

Exhibit I/ PD 18-19.082 Plans and Specifications Carpet Replacement M.C. Blanchard

Exhibit J/Supplemental Terms and Conditions

Exhibit K/Federal Documents (if applicable)

Exhibit L/Solicitation Documents Index

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND CARPET CREATIONS OF FLORIDA, INC. OR ENGINEER DESIGNED CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA**,** ("County"), hereby contracts with CARPET CREATIONS OF FLORIDA, INC. (“Contractor”), a Florida corporation for profit, to perform all work ("Work") in connection with PD 18-19.082 Escambia M.C. BLANCHARD JUDICIAL BUILDING CARPET REPLACEMENT ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS.

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK.

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Lump Sum Base Bid $473,330.00

SECTION 4. BONDS.

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. Per §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours' notice prior to beginning the Work. The Work shall be substantially completed within sixty (60) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within fifteen (15) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling seventy five (75) calendar days (herein "Contract Time").

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$ 150.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Engineer certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the County's Engineer shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items

will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Owner Direct Purchases- FORM OF0205 (if applicable)
Exhibit H:	Working Drawings / Plans prepared by Engineer and Identified as Follows: PD 18-19.082 Plans and Specifications County Carpet replacement for MC Blanchard Judicial Building
Exhibit I:	Technical Specifications PD 18-19.082 Plans and Specifications Carpet Replacement M.C. Blanchard
Exhibit J:	Supplemental Terms and Conditions
Exhibit K:	Federal Documents (if applicable)
Exhibit L :	Sollicitation Documents Index

SECTION 7. NOTICES.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Escambia County Facilities Management
100 East Blount Street
Pensacola, FL 32501
Attn: George Bush

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Carpet Creations Of Florida, Inc.
3305 North S Street
Pensacola, Florida 32505

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the

records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Carpet Creations of Florida, Inc. signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

Witness: _____

By: _____
County Administrator

Date: _____

BCC Approved: _____

CONTRACTOR:
Capet Creations Inc a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Secretary

(Corporate Seal)

By: _____

Its: President

Date: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to Engineer/Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County and the Engineer, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Engineer, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E**.

4.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to County and the Engineer a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit four (4) original copies of each of its Applications for Payment to the Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Engineer shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment by the Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused by the Engineer, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision to the property owner within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Engineer.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's and Engineer's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 5. PAYMENTS WITHHELD.

5.1. The Engineer or County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Engineer or County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County and Engineer in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and

notarized copy of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Engineer or County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Architect's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed

substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site; and

8.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County or Engineer pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract

Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County and Engineer within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County and Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any

portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) calendar days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall

commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.

13.9 Duty To Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County and Engineer in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations

regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the abovenamed laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS.

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

Section 16. ASSIGNMENT

16.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES.

17.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees,

impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT.

18.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or Engineer or as provided for in the approved Progress Schedule; or (4) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

18.2 County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3 If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Engineer and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, shall be certified by the Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all

sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) calendar days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work has been deemed substantially complete by the County.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, (4) a published copy of the Notice of Completion as provided for in this section and (5) all required close out document as provided in the contract documents. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 22. WARRANTY

22.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 23. TESTS AND INSPECTIONS

23.1. County, Engineer, their respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Engineer and County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Engineer, such work must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Engineer, such Work must, if requested by Engineer, be uncovered for Engineer's observation and be replaced at Contractor's sole expense.

23.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

23.5. Neither observations by the Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.6. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County or Engineer, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County or Engineer, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County or Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at County's or Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County or Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County or Engineer to stop the Work shall not give rise to any duty on the part of County or Engineer to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County or Engineer, to correct defective Work or to remove and replace rejected defective Work as required by

Engineer or County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County or Engineer, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization

from County or Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjacent to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 29. SAFETY

29.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2 The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS.

30.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Engineer or County with respect to the Project, when directed to do so by County or Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Engineer.

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____,

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____
As Attorney In Fact (Attach Power)

_____
_____
_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

_____
Witness

_____
Witness

_____
Witness

_____
Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____

Witness

(Business Address)

_____

(Authorized Signature)

_____

Witness

_____

(Printed Name)

OR

_____

_____

As Attorney In Fact (Attach Power)

_____

_____

_____

Witnesses

_____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Buzz Roggenbuck, Senior Purchasing Coordinator
   Office of Purchasing, Rm 11.301
   213 Palafox Place
   Pensacola, FL 32502
   Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

INSTALLATION FLOATER COVERAGE

Installation Floater insurance is to be purchased to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed

necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work

areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the

project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager ~~or~~ and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA)
)
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By:_____
Its:_____ President

_____
Witness

Date:_____

_____
Witness

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any:_____

EXHIBIT E

FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.
□ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-

fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Architect

By: _____

Owner

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

M.C. BLANCHARD JUDICIAL BUILDING CARPET REPLACEMENT
SPECIFICATION NUMBER PD 18-19.082

BIDS WILL BE RECEIVED UNTIL 1:00 PM CDT, October 28, 2019
Office of Purchasing,
Matt Langley Bell III Building Room 11.101
213 Palafox Place, Pensacola, FL 32502

A Non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 1:00 **PM CDT, October 7, 2019**

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Robert Bender
Jeff Bergosh
Douglas Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Buzz Roggenbuck
Senior Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4878
E-Mail: Abroggenbuck@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to Vendors of the local Vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any Vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a Vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to Vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A Vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any Vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective

means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
MC Blanchard Judicial Building Carpet Replacement
SPECIFICATION PD 18-19.082

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).
- Public Records Exemption of Building Plans

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

MC Blanchard Judicial Building Carpet Replacement
PD 18-19.082

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Buzz Roggenbuck
Senior Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4878

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

MC Blanchard Judicial Building Carpet Replacment

Solicitation Number PD 18-19.082

Solicitation

MAILING DATE: 8/20/2019
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 1:00 PM CDT, October 7, 2019.
OFFERS WILL BE RECEIVED UNTIL: 1:00 PM CDT, October 28, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

Bid Bond Attached:
$_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Lump Sum Base Bid of $_____

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be substantially completed within Sixty **(60) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within Fifteen **(15) consecutive calendar days** from the Substantial Completion date, **Liquidated damages of $150.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____, 20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.082, "MC Blanchard Judicial Building Carpet Replacement", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the outside of the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the Bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Project Narrative

The work covered by this solicitation consists of providing all labor, equipment, and materials, and performing all operations necessary for the installation of the electrical work as shown in the drawings (Exhibit H) and technical specifications (Exhibit I)

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form, and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Performance and Payment Bonds

The County **shall** require the successful Offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then

recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful Offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

5. Procurement Questions

Questions shall be directed to Buzz Roggenbuck, Senior Purchasing Coordinator, at Abroggenbuck@myescambia.com . Last day for questions will be October 13, 2019 at 5:00 p.m. CDT.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form, which shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on October 7, 2019 at 1:00 PM CDT.

It is **strongly** encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

8. Liquidated Damages

Should the awarded Vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the Vendor shall pay to the County, as liquidated damages, the sum of $150.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the Vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Vendor.

9. Safety Regulations

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

10. Codes and Regulations

The awarded Vendor shall strictly comply with all federal, state and local building and safety codes.

11. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

12. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded Vendor prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded Vendor. It will be the responsibility of the awarded Vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

13. Warranty

The awarded Vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of fifteen (15) years from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded Vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

14. Measurements

The linear footage noted are only estimates. Offerors will be responsible for their own measurements and shall submit a firm price accordingly.

There will be no adjustments, for increase or decrease, of footage required for the job; therefore, the total offer shall be based on accurate measurements by Offerors during inspection. Failure to do so will be at Offeror's risk. Any request for unit price on the Bid form is for information only.

Award shall be based solely on "total offer", with no adjustments made for increased/decreased quantities after award.

15. Drawings

A. New Public Records Exemptions of Building Plans Florida Statutes Chapter 119.07 www.leg.state.fl.us/statutes (To View Full Text of this Chapter)

Florida Statutes Chapter 119.07 has been amended as it relates to the inspection, examination and duplication of certain documents pertaining to County building construction.

Section 119.07(3)(b) provides the following:

1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency as defined in s. 119.011 are exempt from the provisions of subsection (1) and s. 24(a), Art. 1 of the State Constitution.

2. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act.

3. Information made exempt by this paragraph may be disclosed:

    a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;

    b. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or

    c. Upon a showing of good cause before a court of competent jurisdiction.

4. The entities or persons receiving such information shall maintain the exempt status of the information.

Therefore, all CD's and copies of CD's together with any reproductions of any of these documents shall be returned with your bid, together with a signed copy of the acknowledgement and certification letter contained in the bid form section of the solicitation.

B. Drawings "M.C. Blanchard Judicial Building Modified Floorplan," dated 8-5-19 are included in this Solicitation as Exhibit TBD.

16. Debris

Awarded Vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

17. Protection of Property/Security

The awarded Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded Vendor shall provide for removal of all debris from County property.

The awarded Vendor shall at all times guard against damage or loss to property of Escambia County, or of other Vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of

the awarded Offeror or his agent.

The awarded Vendor shall at all times guard against injury to Escambia County employees. The Vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded Vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

18. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the Bid form(s) to the best of our knowledge.

19. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

20. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded Vendor shall be paid for services performed through the date of termination.

21. Licenses, Certifications, Registrations

The Offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Bid submission; and, the Offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

22. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

23. Award

Award shall be made on an "all-or-none total" basis.

24. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

25. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

26. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

27. As Specified/Combined Specifications

As Specified:

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Combined Specifications:

All specifications have been combined into one document and is incorporated as exhibit I dated May 29,2019. As this document has combined 6 documents into one please use your discretion/judgement in addressing the areas that are applicable to this project.

Non-Contract Insurance Requirements

28. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess,

as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be

allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Buzz Roggenbuck, Sr. Purchasing Coordinator
   Office of Purchasing, Room 11.301
   213 S. Palafox Place
   Pensacola, FL 32502
   Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

29. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at https://www.myescambia.com/our-services/purchasing, must have ADOBE Reader, on the left side, click Uniform Contract Format, scroll down to Forms, then click Form A – Architect and Engineer to access the Standard Construction Contract Documents).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B.
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in 60 calendar days
Fully Complete and ready for Final Inspection in 75 total calendar days
*B. Liquidated Damages at $150.00 for each calendar day
Section 6
Section 7 *A. Escambia County Department
221 Palafox Place
Pensacola, FL 32502
Attn: John Townsend
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.4 Four (4) copies of each Application for Payment
*21.1 Two (2) years after final completion
B Form of Performance and Payment Bond
C Insurance and Safety Requirements

Exhibit G

Scope of Services

MC Blanchard Judicial Building Carpet Replacement

Scope of Work

The project is for the replacement of existing carpet and vinyl base in the areas indicated on the contract documents. The work will require the removal of the existing carpet and replacing it with carpet squares. This work will have to be performed after hours and under supervision. The contractor will be required to move furniture and files. The facility will remain occupied so all the area must be operational during business hours. Approximate area of work is 11,550 square yards.

Exhibit H

Working Drawings

Provided under separate document

Exhibit I

Specifications

Provided in separate document

Board of County Commissioners • Escambia County, Florida
Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 7, 2019

To: All Known Prospective Bidders

Addendum Number 1:

RE: PD 18-19.082, MC Blanchard Judicial Building Carpet Replacement

All:

This notice is to provide for Acknowledgement of Addendum 1.

The following information is provided:

1. A site visit walk thru has been scheduled for Wednesday, October 9, 2019 at 9:00 AM CDT. Meet at the rear entrance to the building off Spring street. Please confirm your visit with John Townsend, Facility Management at 850-554-2738

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

Board of County Commissioners • Escambia County, Florida
Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 7, 2019

To: All Known Prospective Bidders

Addendum Number 2:

RE: PD 18-19.082, MC Blanchard Judicial Building Carpet Replacement
Floor Plan Drawings

All:

This notice is to provide for Acknowledgement of Addendum 2.

The following information is provided:

1. Floor Plan drawings for 1st, 2nd, 3rd, 4th, 5th, and 6th Floors and Floor Plan Indicating Areas of Replacement of the MC Blanchard Judicial building are available for pick up at the Office of Purchasing. Contact Buzz Roggenbuck, 850-572-9786. These are pdf to scale drawings; please note the 5th floor drawing is at a different scale. The contractor will need to cross reference these plans with the color plans indicating the areas to be re-carpeted shown in yellow.

This Addendum Number 2 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 2:

SIGNED: _____

COMPANY: _____

Board of County Commissioners • Escambia County, Florida
Paul R. Nobles/Purchasing Manager
Office of Purchasing

November 4, 2019

To: All Known Prospective Bidders

Addendum Number 3:

RE: PD 18-19.082, MC Blanchard Judicial Building Carpet Replacement

All:

This notice is to provide for Acknowledgement of Addendum 3.

The following information is provided:

1. Drawing PD 18-19.082 MC Blanchard Rev Plan Add'l Areas Carpeted & Base
2. Drawing PD 18-19.082 MC Blanchard Rev Vinyl Base
3. Drawing PD 18-19.082 MC Blanchard Stair Nosing Spec
4. The Bid Due date is rescheduled to Tuesday, November 12, 2019, 1:00 PM, CST

This Addendum Number 3 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 3:

SIGNED: _____

COMPANY: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17212 **County Administrator's Report 10. 28.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Contract Award for Elevator Fire Service Upgrade MC Blanchard Judicial Buidling
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Elevator Fire Services Upgrades for the M.C. Blanchard Judicial Building - Robert Dye, Interim Facilities Management Director through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Otis Elevator Company, per the terms and conditions of PD 18-19.077, Escambia County Elevator Fire Services Upgrades for M.C. Blanchard Judicial Building, in the amount of $132,800.

[Funding: Fund 001, General Fund, Cost Center 310204, Object Code 56201]

An Invitation to Bid for PD 18-19.077, Elevator Fire Services Upgrades for M.C. Blanchard Judicial Building, was publicly noticed to 176 registrants, representing 59 firms via Vendor Registry on August 18, 2019. The solicitation was viewed by 33 firms and downloaded by 22 firms.

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

- Bid Tab Under Review
- Bid from Otis Elevator Company
- Recommendation to Award Checklist

BACKGROUND:

An Invitation to Bid for PD 18-19.077, Elevator Fire Services Upgrades for M.C. Blanchard Judicial Building, was publicly noticed to 176 registrants, representing 59 firms via Vendor Registry on August 18, 2019. The solicitation was viewed by 33 firms and downloaded by 22 firms. A non-mandatory Pre-Solicitation conference was held on October 2, 2019. Two firms attended. Bids were received from two firms: Otis Elevator Company and Thyssenkrupp Elevator. Thyssenkrupp did not submit the required Bid Bond and was deemed non-responsive. Otis Elevator Company was deemed to be the lowest cost and most responsible firm to perform the Statement of Work.

BUDGETARY IMPACT:

Fund 001, General Fund, Cost Center 310204, Object Code 56201

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, FORM A: Construction- A/E Designed.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract FORM A: Construction- A/E Designed and Purchase Order.

Attachments

Agreement
Original Solicitation
Addendum #1
Addendum #2
Addendum #3
Addendum #4
Addendum #5
Addendum #6
Addendum #7
Addendum #8

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AND OTIS ELEVATOR COMPANY

FORM A: Construction- A/E Designed

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM A

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Performance Bond 25

Payment Bond 28

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Exhibit G/Owner Direct Purchases- FORM OF0205 (if applicable)

Exhibit H/Working Drawings / Plans prepared by Engineer and Identified as Follows:

PD 18-19.077 EC Elevator Fire Services Mod Dwgs

Exhibit I/Technical Specifications PD 18-19.077 M.C. Blanchard Elevator Modification Specs

Exhibit J/Supplemental Terms and Conditions

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND OTIS ELEVATOR COMPANY FOR ENGINEER DESIGNED CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA**,** ("County"), hereby contracts with Otis Elevator Company (“Contractor”), a New Jersey corporation for profit, to perform all work ("Work") in connection with PD 18-19.077 Escambia County Elevator Fire Services Upgrades for MC Blanchard Judicial Building ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS.

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK.

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Base Bid $ 130,000.00
Alternate #1 Push Button Control $ 2,800.00
Total Project $132,800.00

SECTION 4. BONDS.

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. Per §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours' notice prior to beginning the Work. The Work shall be substantially completed within one hundred twenty (120) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling one hundred fifty (150) calendar days (herein "Contract Time").

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$ 150.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Engineer certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the County's Engineer shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items

will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Owner Direct Purchases- FORM OF0205 (if applicable)
Exhibit H:	Working Drawings / Plans prepared by Engineer/Engineer and Identified as Follows: PD 18-19.077 EC Elevator Fire Services Mod Dwgs
Exhibit I:	Technical Specifications PD 18-19.077 M.C. Blanchard Elevator Modification Specs
Exhibit J:	Supplemental Terms and Conditions
Exhibit K:	Federal Documents (if applicable)
Exhibit L:	Solicitation Documents Index

SECTION 7. NOTICES.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Escambia County Facilities Management
100 East Blount Street
Pensacola, FL 32501
Attn: George Bush

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Otis Elevator Company

5625 Dixie Dr.
Pensacola FL 32505
Attn: Greg Andrews

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public

records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and _____ signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____
County Administrator

Witness: _____

Date: _____

BCC Approved: _____

CONTRACTOR:
OTIS Elevator Company, a New Jersey Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

Date: _____

(Corporate Seal)

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to Engineer/Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Engineer/Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County and the Engineer, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Engineer, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E**.

4.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to County and the Engineer a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit four (4) original copies of each of its Applications for Payment to the Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Engineer shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment by the Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused by the Engineer, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision to the property owner within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Engineer.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's and Engineer's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 5. PAYMENTS WITHHELD.

5.1. The Engineer or County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Engineer or County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County and Engineer in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and

notarized copy of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Engineer or County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Architect's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed

substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site; and

8.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County or Engineer pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract

Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County and Engineer within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County and Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any

portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) calendar days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall

commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.

13.9 Duty To Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County and Engineer in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations

regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the abovenamed laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS.

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

Section 16. ASSIGNMENT

16.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES.

17.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees,

impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT.

18.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or Engineer or as provided for in the approved Progress Schedule; or (4) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

18.2 County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3 If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Engineer and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, shall be certified by the Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all

sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) calendar days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work has been deemed substantially complete by the County.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, (4) a published copy of the Notice of Completion as provided for in this section and (5) all required close out document as provided in the contract documents. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 22. WARRANTY

22.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 23. TESTS AND INSPECTIONS

23.1. County, Engineer, their respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Engineer and County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Engineer, such work must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Engineer, such Work must, if requested by Engineer, be uncovered for Engineer's observation and be replaced at Contractor's sole expense.

23.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

23.5. Neither observations by the Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.6. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County or Engineer, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County or Engineer, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County or Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at County's or Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County or Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County or Engineer to stop the Work shall not give rise to any duty on the part of County or Engineer to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County or Engineer, to correct defective Work or to remove and replace rejected defective Work as required by

Engineer or County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County or Engineer, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization

from County or Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjacent to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 29. SAFETY

29.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2 The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS.

30.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Engineer or County with respect to the Project, when directed to do so by County or Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Engineer.

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____,

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____
By:_____

Name:_____

_____
Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____
As Attorney In Fact (Attach Power)

_____
_____
_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

_____
Witness

_____
Witness

_____
Witness

_____
Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____

Witness

(Business Address)

_____

(Authorized Signature)

_____

Witness

_____

(Printed Name)

OR

_____

_____

As Attorney In Fact (Attach Power)

_____

_____

Witnesses

_____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the

County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability and business auto policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Buzz Roggenbuck, Senior Purchasing Coordinator
Office of Purchasing, Rm 11.301
213 Palafox Place
Pensacola, FL 32502
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed

necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work

areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the

project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager ~~or~~ and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA)
)
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By:_____
Its:_____ President

_____
Witness

Date:_____

_____
Witness

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any:_____

EXHIBIT E

FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.
□ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-

fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Architect

By: _____

Owner

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

ESCAMBIA COUNTY ELEVATOR FIRE SERVICE UPGRADES FOR MC BLANCHARD JUDICIAL BUILDING

SPECIFICATION NUMBER PD 18-19.077, REV A

BIDS WILL BE RECEIVED UNTIL: 3:00 PM CDT, OCTOBER 10, 2019

Office of Purchasing
Matt Langley Bell III Building
Room 11.101
213 Palafox Place
Pensacola, FL 32502

A **Non-Mandatory Pre-Solicitation** Conference will be held on October 1, 2019 11:00 AM CDT in Purchasing Conference Room, 2nd Floor, Matt Langley III Building, 213 S. Palafox Place, Pensacola, FL 32502. All bidders are encouraged to attend.

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert D. Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Buzz Roggenbuck
Senior Purchasing Coordinator
Office of Purchasing,
2nd Floor, Matt Langley Bell, III Building
213 S. Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Email: Abroggenbuck@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

(a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

(b) "Local Business" Defined:

For the purposes of this section, "local Business" shall mean a business which meets all of the following criteria:

(1) Has had a fixed office or distribution point located in and having a street address with Escambia County or Santa Rosa County for at least one year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address.

(2) Holds any business license required by Escambia County or Santa Rosa County; and

(3) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venture submitting an offer in conjunction with other businesses.

(c) **Certification:**

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a nevdor meets the definition of a "local business."

(d) **Preference in purchase of commodities and services by means of competitive bid:**

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five (5) percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five (5) percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four (4) percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

(e) **Notice:**

All bid solicitation documents shall include notice to vendors of the local preference policy.

(f) **Waiver of the application of local preference:**

The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.

(g) **Limitations:**

(1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

(2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.

(3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

(4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

(h) **Penalties:**

(1) Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the county will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

(2) Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

(3) Lack of Good Faith:

The contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the contractor or firm did not act in good faith, all amounts paid to the contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference "for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
ESCAMBIA COUNTY ELEVATOR FIRE SERVICE UPGRADES FOR MC BLANCHARD JUDICIAL BUILDING
SPECIFICATION PD 18-19.077

HOW TO SUBMIT YOUR BID:

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:
- SOLICITATION, OFFER, AND BID FORMS, ALL WITH ORIGINAL SIGNATURES. PHOTOCOPIES OF THESE FORMS WILL NOT BE ACCEPTED.
- BID SURETY (BOND, CHECK, ETC.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID:
- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS."
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, ESCAMBIA COUNTY SUPERVISOR OF ELECTIONS WAREHOUSE MODIFICATION, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:
- CERTIFICATE OF INSURANCE
- PAYMENT AND PERFORMANCE BONDS

THIS FORM IS FOR YOUR CONVENIENCE
TO ASSIST IN FILLING OUT YOUR BID ONLY.

DO NOT RETURN THIS FORM WITH YOUR BID.

ESCAMBIA COUNTY ELEVATOR FIRE SERVICE UPGRADES FOR MC BLANCHARD JUDICIAL BUILDING
PD 18-19.077

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Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND BID FORM

SUBMIT OFFERS TO:
Buzz Roggenbuck
Sr. Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502

Phone No: (850)595-4878 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid
Escambia County Elevator Fire Service Upgrades for MC Blanchard Judicial Building

SOLICITATION NUMBER: PD 18-19.077

SOLICITATION

MAILING DATE: **September 26, 2019**

PRE-BID CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held at Purchasing Conference Room, 2nd Floor, Matt Langley III Building, 213 S. Palafox Place, Pensacola, FL 32502, on October 1, 2019 11:00 AM CDT. All bidders are encouraged to attend.

OFFERS WILL BE RECEIVED UNTIL: 3:00 PM, **CDT, October 10, 2019** and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE_____DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME:_____

ADDRESS:_____

CITY, ST. & ZIP:_____

PHONE NO.: (_____)_____

TOLL FREE NO.: (_____)_____

FAX NO.: (_____)_____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

Bid Form

Elevator Fire Service Upgrades for MC Blanchard Judicial Building

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date:_____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Elevator Fire Service Upgrades for the MC Blanchard Judicial Bldg. and Sheriff's Admin Bldg.** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

QUANTITY	DESCRIPTION	UNIT PRICE

One (1) Judicial Bldg Prisoner Elevator: Fire Service Control Upgrade ___ $_____

Add Alternate #1:
Push button control in addition to key control at M.C. Blanchard Judicial Bldg. $_____

COMPLETE EXHIBIT 'A' FOR HRLY RATES SCHEDULE FOR MAINTENANCE

EXHIBIT "A"
SCHEDULE OF INITIAL BASE HOURLY RATES FOR CONTRACTOR'S PERSONNEL
FOR WARRANTY AND MAINTENANCE WORK OUTSIDE SCOPE

VDA No. 56975	Contractors Hourly Base Cost including Fringe Benefits	Overhead and Profit Percentage	Straight Time Rate Hourly Selling Price	Premium Time Rate	*Time and one-half Rate Hourly Selling Price	**Double Time Rate Hourly Selling Price
Manager						
Supervisor						
Maintenance Mechanic						
Repair Mechanic						
Modernization Mechanic						
Helper						
Engineer						
Technician, Troubleshooter						
Foreman						
Other						

*Hours and Days of the Week that the Rate applies: _____

**Hours and Days of the Week that the Rate applies: _____

BID FORM

(Elevator Fire Service Upgrades for MC Blanchard Judicial Building)
Specification Number PD 18-19.077

County (other) Permits/Fees required for this project:

Permit	Cost
Elevator	$200.00 X 2 Elevators = $400.00
Fire (if reqd)	(Include in Bid)
Electrical (if reqd)	(Include in Bid)
Other (if reqd)	(Include in Bid)
Escambia County BID (Fire) =	$200.00
City of Pensacola Bldg Inspections: =	$900.00

Person to contact for disaster service:
_____
Home Address:_____
_____
Home Phone/Cell #:_____
_____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of _____ (5.0 %) of bid.
(FIVE PERCENT)

The project requirement is for the work to be substantially complete **no later than February 15, 2020** or within **one hundred twenty (120)** calendar days from the Commencement Date. Final Completion to be fully complete within **one hundred fifty (150) consecutive calendar days** from the date of Notice to Proceed. Liquidated damages of $ 150.00 each day will be assessed for each day that completion of the project is delayed. **IF THE ABOVE SCHEDULE CANNOT BE ACCOMPLISHED, STATE SUCH IN YOUR BID AND PROVIDE YOUR MOST AGGRESSIVE SCHEDULE TO COMPLETE THE WORK.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number_____

Occupational License No._____

Florida DBPR Contractor's License, Certification and/or Registration No._____

Type of Contractor's License, Certification and/or Registration_____

Expiration Date:_____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox___

County Permits/Fees required for this project:

Permit	Cost

Will your company accept Escambia County Purchasing Cards? Yes_____No_____.

Will your company accept Escambia County Direct Payment Vouchers? Yes_____No_____

Bidder:_____

By:_____

Title:_____

Address:_____

_____

Person to contact concerning this bid:

_____

Phone_____

Fax_____

E-Mail Address:_____

Person to contact for emergency service:

_____

Phone_____

Cell_____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of (5%) of bid.

The project requirement is for the work to be substantially complete **no later than February 15, 2020** or within **one hundred twenty (120)** calendar days from the Commencement Date. Final Completion to be fully complete within **one hundred fifty (150) consecutive calendar days** from the date of Notice to Proceed. Liquidated damages of $150.00 each day will be assessed for each day that completion of the project is delayed. **IF THE ABOVE SCHEDULE CANNOT BE ACCOMPLISHED, STATE SUCH IN YOUR BID AND PROVIDE YOUR MOST AGGRESSIVE SCHEDULE TO COMPLETE THE WORK.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any

affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____
Vice President:_____ Treasurer:_____
Director:_____ Director:_____
Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____

Telephone Number:_____Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

(850) 488-9000Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: https://myescambia.com/our-services/purchasing
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
   - 5.01 **Taxes**
   - 5.02 **Discounts**
   - 5.03 **Mistakes**
   - 5.04 **Condition and Packaging**
   - 5.05 **Safety Standards**
   - 5.06 **Invoicing and Payment**
   - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
   - 9.01 **County Procedure on Acceptance of Gifts**
   - 9.02 **Contractors Required to Disclose any Gift Giving**
   - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
    URL: http://dos.myflorida.com/sunbiz/search/
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.077, "Elevator Fire Service Upgrades for MC Blanchard Judicial Building", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark outside of airbill and envelope or box with "Specification Number" and "Elevator Fire Service Upgrades for MC Blanchard Judicial Building."

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

Performance and Payment Bonds

The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Questions**

Questions may be directed to Buzz Roggenbuck, Senior Purchasing Coordinator. Phone: (850) 595-4878, e-mail: abroggenbuck@myescambia.com
Last day for questions 5:00 p.m. CDT, October 4, 2019.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference**

A **Non-Mandatory Pre-Solicitation Conference** will be held at Purchasing Conference Room, 2nd Floor Matt Langley III Building, 213 S. Palafox Place, Pensacola, FL 32502 on October 1**, 2019 11:00 AM CDT**. All bidders are encouraged to attend.

7. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **$150.00** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final

completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

8. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

9. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

10. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

11. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

12. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

13. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.
All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

14. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

15. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

16. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

17. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

18. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

19. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

21. SCOPE OF WORK

Escambia County Elevator Fire Service Upgrade

Provide all labor, material, permitting, and fees for the comprehensive upgrading of elevator fire service operation to comply with applicable code requirements at the following location. This turn-key project includes but is not limited to the necessary provision, modification or replacement of related building fire alarm systems, elevator control and drive systems, electrical power provisions, elevator signals and fixtures as specified herein for the following elevator equipment:

M.C. Blanchard Judicial Building: One (1) 4000-lb. capacity geared traction passenger elevator.

All work shall be substantially complete within 120 days after Contract Award, full completion within 30 days of Substantial Completion, for a total of 150 days.

Insurance Requirements

22. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance

coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability and business auto policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Paul Nobles CPPO, CPPB, FCN, FCPM, FCCM, Purchasing Manager
Office of Purchasing, Room 11.101
213 S Palafox
Pensacola, FL 32502
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of

insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents
(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at www.co.escambia.fl.us/purchasing, must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in 120 calendar days
Fully Complete and ready for Final Inspection in 150 calendar days
*B. Liquidated Damages at $150.00 for each calendar day
Section 6
Section 7 *A. Facilities Management Department
100 East Blount Street
Pensacola, FL 32501
Attn: George Bush
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.4 **Four (4)** copies of each Application for Payment
*21.1 **One (1)** year(s) after final completion
B Form of Performance and Payment Bond
C Insurance and Safety Requirements

EXHIBIT H

Elevator Fire Service Upgrades for MC Blanchard Judicial Building
SPECIFICATION PD 18-19.077

TECHNICAL SPECIFICATIONS

EC Elevator Modification Specifications Bid Specs

April 12, 2019

96 pages

EXHIBIT I

Elevator Fire Service Upgrades for MC Blanchard Judicial Building

SPECIFICATION PD 18-19.077

DRAWINGS & PLANS

EC Elevator Modification Drawings Bid Docs

3 pages

Board of County Commissioners • Escambia County, Florida
Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 3, 2019

To: All Known Prospective Bidders

Addendum Number 1:

RE: PD 18-19.077, Elevator Fire Safety Services Revised Pre-bid Meeting to Non-mandatory

All:

This notice is to provide for Acknowledgement of Addendum 1.

As there were no firms represented at the Mandatory Pre-bid meeting held this morning, the requirement for Mandatory attendance has been rescinded. Any questions relating to this solicitation must be submitted by 5:00 pm CDT Friday September 6, 2019. Bid submittals are due by 1:00 pm CDT Friday, September 13, 2019.

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

Board of County Commissioners • Escambia County, Florida
Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 12, 2019

To: All Known Prospective Bidders

Addendum Number 2:

RE: PD 18-19.077, Elevator Fire Safety Services Revised Bid Opening Date

All:

This notice is to provide for Acknowledgement of Addendum 2.

The date for the Bid Opening is revised as follows:

From: September 13, 2019

To: September 27, 2019, 1:00 pm CDT, Purchasing Conference Room

This Addendum Number 2 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 2

SIGNED: _____

COMPANY: _____

Board of County Commissioners • Escambia County, Florida
Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 26, 2019

To: All Known Prospective Bidders

Addendum Number 3:

RE: PD 18-19.077, Elevator Fire Services Upgrade MC Blanchard Judicial Building

All:

This notice is to provide for Acknowledgement of Addendum 3.

The following activities are revised:

1 A Non-mandatory Pre-bid meeting will be held on Tuesday, October 1, 2019 at the Purchasing Conference room. A call-in number will be provided.

2 The Bid Due date is revised to Thursday, October 10, 2019, 3:00 PM CDT.

A revised ITB document is provided with revisions to pages 3 and 5 and revision of dates for Pre-bid and Bid Due activities.

This Addendum Number 3 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 3:

SIGNED: _____

COMPANY: _____

Board of County Commissioners • Escambia County, Florida
Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 1, 2019

To: All Known Prospective Bidders

Addendum Number 4:

RE: PD 18-19.077, Elevator Fire Services Upgrade MC Blanchard Judicial Building

All:

This notice is to provide for Acknowledgement of Addendum 4.

The following activities are revised:

1 A Non-Mandatory Pre-Bid meeting will be held on Wednesday, October 2, 2019 at the Purchasing Conference room. A call-in number will be provided.

This Addendum Number 4 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 4:

SIGNED: _____

COMPANY: _____

Board of County Commissioners • Escambia County, Florida
Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 2, 2019

To: All Known Prospective Bidders

Addendum Number 5:

RE: PD 18-19.077, Elevator Fire Services Upgrade MC Blanchard Judicial Building

All:

This notice is to provide for Acknowledgement of Addendum 5.

The following activities are revised:

1 A Non-Mandatory Pre-Bid meeting will be held on Wednesday, October 2, 2019 at the Purchasing Conference room. **A call-in number will not be available. Attendance at this meeting is strongly encouraged. A site visit will be available after this meeting**

This Addendum Number 5 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 5:

SIGNED: _____

COMPANY: _____

Board of County Commissioners • Escambia County, Florida
Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 2, 2019

To: All Known Prospective Bidders

Addendum Number 6:

RE: PD 18-19.077, Elevator Fire Services Upgrade MC Blanchard Judicial Building

All:

This notice is to provide for Acknowledgement of Addendum 6.

The following information for the POC for the Fire Panel and Bid Due Date is provided:

1. The Bid Due Date is revised to October 24, 2019, 3:00 PM CDT
2. Allied Universal® Technology Services, Larry Cook. larry.cook@securadyne.com

   1502 North Ninth Avenue

   Pensacola, FL 32503 Phone: 850-434-2050 Fax: (850)-469-9249

   www.aus.com

This Addendum Number 6 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 6:

SIGNED: _____

COMPANY: _____

Board of County Commissioners • Escambia County, Florida
Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 7, 2019

To: All Known Prospective Bidders

Addendum Number 7:

RE: PD 18-19.077, Elevator Fire Services Upgrade MC Blanchard Judicial Building

All:

This notice is to provide for Acknowledgement of Addendum 7.

The following request for information was received:

1. Question: Who is the electrician who currently services the building?

   Response: The elevator contractor will need to hire a qualified electrical contractor of their choice.

This Addendum Number 7 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 7:

SIGNED: _____

COMPANY: _____

Board of County Commissioners • Escambia County, Florida
Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 22, 2019

To: All Known Prospective Bidders

Addendum Number 8:

RE: PD 18-19.077, Elevator Fire Services Upgrade MC Blanchard Judicial Building

All:

This notice is to provide for Acknowledgement of Addendum 8.

The response to Requests for Information provided at the site visit are attached.

The Bid Due date/Bid Opening has been rescheduled to October 31, 2019, 4:00 PM CDT

This Addendum Number 8 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 8:

SIGNED: _____

COMPANY: _____

ADDENDUM NO. 8

TECHNICAL SPECIFICATIONS FOR

ESCAMBIA COUNTY PD 18-19.077

ELEVATOR FIRE SERVICES UPGRADES FOR

M.C. BLANCHARD JUDICIAL BUILDING

190 WEST GOVERNMENT STREET

PENSACOLA, FL

VDA PROJECT: 56975

SECTION 14 21 23

Please make sure to recognize all addenda when bidding.

DATE: October 18, 2019

VDA NO: 56975/PP

The following answers, clarifications and changes apply to the project Specifications Division 14 Section 14 21 23:

In Section 2.3 after Item E add the following items:

F. Hoistway Access Operation (New)

1. Provisions shall be made to allow access to the hoistway through the use of hoistway access switches.
2. Operating the access switch shall permit the car to move at a speed not to exceed 150 feet per minute (0.75 meters per second) as per code with the hall and car doors in the open position to obtain access to the top of the car or climb-in pit.
3. The car shall automatically stop motion when the car top is level with the hoistway door sill for access to top of car.
4. The access key switch(es) shall be keyed differently than other typical keys used in the operation of the elevator. Keying shall be in accordance with Security Group Classifications as required by applicable code.
5. Access operation shall be disabled when top of car inspection operation is in effect where applicable.
6. Switches will be labelled properly and located in the new hall pushbutton stations.

G. Door Operation (Retain and modify existing equipment as required)

1. Car and hoistway doors shall be arranged to operate in unison without excessive noise or slamming in either direction of travel.

    a. Door opening speeds of two (2) feet per second shall be provided in conjunction with closing speeds of 1.0 feet per second in accordance with governing code.
    b. Door operation shall commence as the car stops level at the floor and the machine brake is applied. Pre-door opening shall not be permitted.

2. The force necessary to prevent closing of the car and hoistway door from rest shall not exceed 30 lbf. This force shall be measured on the leading edge of the door with the door at any point between one third and two thirds of its travel.
3. Door open and door close time shall be measured between the moment car door operation in either direction begins and the instant at which that cycle is completed.
4. When responding to either a car or corridor call, the amount of time that the elevator door remains stationary in the open position shall be adjustable up to sixty (60) seconds.

    a. Door open dwell time for a corridor call shall be separate of that for a car call, and in both cases, dwell time shall be canceled whenever the car door protection device is momentarily interrupted by passenger transfers, followed by a reduced door open dwell time of approximately one (1) second (adjustable) after the door protection device is cleared of obstructions.

5. The operation of the door protective device by interruption of one or more infrared light beams during the close cycle shall cause the immediate reversing of the doors to the fully open position.
6. Each car operating station shall be provided with a "door open" and "door close" push button.

    a. Pressure on the "door open" button shall cause doors in the full open position to remain so and doors engaged in the close cycle to reverse direction and assume the full open position so long as pressure remains applied to the button.
    b. The "door open" buttons shall also control the open cycle during Phase II - Emergency In-car Operation.
    c. The "door close" push button shall function on Independent Service and Phase II - Emergency In-car Operation as well as during normal automatic operations.

7. Repeated attempts by the power door operator to open or close the door at any landing shall be monitored by the control system.

    a. In the event the door fails to cycle properly after a preset (adjustable) number of attempts, the car shall either travel to the next stop or remove itself from service, depending upon whether the malfunction is in the open or close cycle.

8. Each hoistway door shall be provided with an automatic self-closing mechanism arranged so that the door shall close and lock if the car should leave the landing while the hoistway door is unlocked.
9. Door positioning will be monitored in travel so car will not run if car door is not fully closed while outside a floor landing zone.
10. Car doors shall be equipped to prevent their being manually opened from inside the car unless the elevator is positioned within a floor landing zone.

In Section 2.4 after Item C add the following items:

D. Emergency Braking (New as Required)

1. Ascending Car Overspeed Protection Device

    a. Provide a device designed to prevent an ascending elevator from striking the hoistway overhead structure.
    b. The device shall decelerate the car with any load up to the rated capacity by applying an emergency brake.

        1) The device shall detect an ascending car overspeed condition of not greater than 10% higher than the speed that the car governor is set to trip.
        2) The device, when activated, shall prevent operation of the car until the device is manually reset.

3) The device shall meet the requirements of the ASME A17.1 Safety Code as may be modified by the AHJ.

2. Unintended Car Movement Protection Device

a. Provide a device to prevent unintended car movement away from the landing when the car and hoistway doors are not closed and locked.

1) The device shall prevent such movement in the event of failure of:

a) The electric driving machine motor.
b) The brake.
c) The machine shaft or shaft coupling.
d) Machine gearing.
e) Control system.
f) Any component upon which the speed of the car depends.
g) Suspension ropes and the drive sheave of the traction machine are excluded.

2) The device shall prevent operation of the car until the device is manually reset.
3) The device shall meet the requirements of the ASME A17.1 Safety Code as may be modified by the AHJ.

3. Where the installation of an Emergency Brake involves the raising of existing hoisting machines or modifications to the machine room slab, the contractor shall provide necessary engineering data, structural review and drawings as part of the submittal process.

In Section 2.5 after Item C add the following items:

D. Hoistway Entrances (Reuse)

1. Hoistway entrance sills, sill supports, entrance frames, headers and header supports shall be reused.

a. Where missing, provide and/or properly secure 14-gauge steel fascia plates that extend at least the full width of the door and be secured at hanger support and sill with oval head machine screws.

1) Reinforce fascia to allow not more than ½" of deflection.
2) Provide fascia plates where the clearance between the edge of the loading side of the platform and the inside face of the hoistway enclosure exceeds the code allowed clearance.

b. Where missing, provide and/or properly secure 14-gauge steel toe guards that extend 12" below any sill not protected by fascia.

1) The toe guards shall extend the full width of the door and shall return to the hoistway wall at a 15-degree angle and be firmly fastened.

E. Slide Type Hoistway Entrance Door Panels (Reuse)

1. Hoistway entrance door panels shall be reused.

F. Tracks / Hangers / Closers / Related Equipment (Reuse)

1. Steel landing door hanger tracks and hanger assemblies shall be retained.
2. Where multi-speed side slide door panels exist, provide a secondary interlocking device that will prevent separation of the panels should the sill closer or relating cable(s) fail.

G. Interlocks / Unlocking Devices (Retain)

1. Each set of landing doors shall have a complete electromechanical interlock assembly.

a. Each interlock assembly shall consist of:

1) A switch housing with contacts
2) Lock keeper
3) Clutch engagement/release subassembly
4) Associated linkages

2. Each hoistway door interlock assembly shall function with an emergency release mechanism utilizing a drop-leaf type access key at all landings served.

H. Hoistway Door Safety Retainers (provide where missing)

1. The bottom of each side sliding type hoistway door panel shall be equipped with a guiding member safety retainer to prevent displacement in the event of primary guide means failure.

a. A metal reinforcement (12 gauge stainless or galvanized steel) shall be installed between the two (2) primary guiding members (a.k.a. “Z” bracket).
b. The reinforcement shall be designed with a minimum length of 8 inches or the maximum possible length that will fit between the primary members and a minimum overall height of 2.5 inches secured on the internal face of the door panel. (Hoistway side)
c. The retainer shall be set with the supplemental safety angle 3/8 inch into the corresponding sill groove; and be capable of preventing displacement of the panel no more than 3/4 inch with an applied force of 1125 lbf at right angles over an area 12 inches x 12 inches at the approximate center of the door panel.

I. Cartop Safety Railing (New)

1. Provide a standard railing conforming to Code on the outside perimeter of the car top on all sides where the perpendicular distance between the edges of the car top and the adjacent hoistway enclosure exceeds 300 mm (12 in.) horizontal clearance or as otherwise required by the Authority Having Jurisdiction.

J. Emergency Exit / Top

1. Ensure they operate as per code and have proper electrical contacts and mechanical locks on the exterior of the cab enclosure.

In Section 2.6 after Item E add the following items:

F. Emergency Phone Line Monitoring

1. Provide visual LED and audible signal in lobby hall pushbutton station to detect the loss of phone communication feed to the elevators.

This addendum shall be made part of the specifications and bid documents and shall become record.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17336 **County Administrator's Report 10. 29.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: "Moore Safe Shores" Pelican Discretionary Funding Request
From: Robert Bender, District 4 Commissioner
Organization: Commissioner, District 4
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Discretionary Funding Request to Repaint the Pete Moore Chevrolet Pelican as the "Moore Safe Shores" Pelican - Commissioner Robert Bender, District 4

That the Board approve Commissioner Bender's request to use $1,300 from his discretionary money for Lydia Davis, a local artist, to repaint the Pelican owned by Pete Moore Chevrolet with the "Moore Safe Shores" and "Lifeguard" logos. The "Moore Safe Shores" Pelican will stand watch over Pensacola Beach near the Public Safety Building.

[Funding: Fund 001, General Fund, Commissioner's Discretionary Money, Cost Center 110101, Object Code 58201]

BACKGROUND:

For the past 15 years, Pete Moore, owner of Pete Moore Chevrolet, has presented Pensacola Beach Public Safety with the vehicles that have been used in numerous life-saving beach rescues. As a result of Mr. Moore's generosity, the "Moore Safe Shores" program, a multi-level beach safety campaign, was created. As a way to show Escambia County's appreciation, the Pete Moore Chevrolet Pelican will be repainted to become the "Moore Safe Shores" Pelican to stand watch over Pensacola Beach near the Public Safety Building.

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2019-2020 Budget for each Commissioner to use as discretionary money.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, Commissioner Bender's Office will work with Lydia Davis to receive the necessary paperwork that is required to issue a voucher for payment.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17301 **County Administrator's Report 10. 30.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Resolution to Approve and Authorize the Chairman to Sign a Lease Agreement between Escambia County and CAN Community Health, Inc.
From: Robert E. Dye, Interim Facilites Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lease Agreement between Escambia County and CAN Community Health, Inc., for a Portion of County-Owned Property at 8390 North Palafox Highway, Pensacola, Florida - Robert E. Dye, Interim Facilities Management Director

That the Board take the following action:

A. Adopt and authorize the Chairman to sign a Resolution authorizing the lease of a portion of real property to CAN Community Health, Inc.; and

B. Approve and authorize the Chairman to sign a Lease Agreement between Escambia County and CAN Community Health, Inc. (CAN), for a portion of the property located at 8390 North Palafox Highway, Pensacola, Florida, 32534.

Rent is to be paid to the County in the amount of $22,999.40 per year, payable in equal monthly installments. On each anniversary of the Effective Date, the annual rent will increase at the rate of three percent.

BACKGROUND:

Lease Agreement with CAN Community Health, Inc. (CAN), for a portion of real property located at 8390 North Palafox Highway (Exhibit A), Pensacola, FL 32534. The initial term of the lease is for three years and allows for the lease to be renewed for two successive terms of three years each.

CAN Community Health, Inc., is a non-profit corporation that provides a continuum

of medical, social, and educational services essential to the health and well-being of those living with HIV/AIDS, Hepatitis C, sexually transmitted diseases and other diseases and to enhance public awareness.

BUDGETARY IMPACT:

Rent is to be paid to the County in the amount of $22,999.40 per year, payable in equal monthly installments. On each anniversary of the Effective Date the annual rent will increase at the rate of three percent.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement is subject to Legal review and sign-off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current Policy requires Board approval for Lease Agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution
Lease Agreement

RESOLUTION R2020-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE LEASE OF REAL PROPERTY TO CAN COMMUNITY HEALTH, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County is the owner of real property located at 8390 North Palafox Highway, Pensacola, Escambia County, Florida 32534 (Property); and

WHEREAS, CAN Community Health, Inc. (CAN), is a non-profit corporation that provides a continuum of medical, social, and educational services essential to the health and well-being of those living with HIV/AIDS, Hepatitis C, sexually transmitted diseases and other diseases and to enhance public awareness; and

WHEREAS, CAN has requested that the County lease to it a portion of the Property for use as a health care clinic for CAN in conjunction with the Florida Department of Health; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interests of the County and the public to lease a portion of the Property to CAN under the terms and conditions stated below; and

WHEREAS, the lease to CAN 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 County shall lease to CAN the portion of the Property described in the Lease Agreement attached to this Resolution for an initial term of three (3) years at an annual rent of Twenty-Two Thousand, Nine Hundred Ninety-Nine Dollars and Forty Cents ($22,999.40) and otherwise in accordance with the terms of the Lease Agreement.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: Asst. County Atty
Date: Dec. 17, 2019

(SEAL)

BCC Approved: _____

LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND CAN COMMUNITY HEALTH, INC.

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2020 by and between CAN Community Health, Inc., a Florida not-for-profit corporation, whose address is 4440 Fruitville Road, Sarasota, Florida 34232 (CAN), and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County).

WITNESSETH:

WHEREAS, Escambia County is the owner of real property located at 8390 North Palafox Highway, Pensacola, Escambia County, Florida 32534 (Property); and

WHEREAS, CAN is a non-profit corporation that provides a continuum of medical, social, and educational services essential to the health and well-being of those living with HIV/AIDS, Hepatitis C, sexually transmitted diseases and other diseases and to enhance public awareness; and

WHEREAS, CAN has requested that the County lease to it a portion of the Property for a health care clinic for CAN; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interests of the County and the public to lease a portion of the Property to CAN under the terms and conditions stated below.

NOW, THEREFORE, for 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 by reference.

2. Property Leased. The County leases to CAN a portion of the Property located at 8390 North Palafox Highway, Pensacola, Florida, more particularly described in the attached Exhibit A (Leased Area).

3. Term. The initial term of the Lease shall be for Three (3) years, commencing on the ____ day of _____, 2020 (Effective Date). This Lease may be renewed for two (2) successive terms of three (3) years each, provided that CAN delivers to the County written notice of its intent to renew at least ninety (90) days prior to the expiration of the current term.

4. Rent. CAN shall pay to the County an initial annual rent of Twenty-Two Thousand, Nine Hundred Ninety-Nine Dollars and Forty Cents $22,999.40), payable in equal monthly installments, on or before the first day of each month. On each anniversary of the Effective Date the annual rent will increase at the rate of three (3) percent as shown in the Table below:

	Annual Rent	Monthly Payment
Year 1	$ 22,999.40	$1,916.62
Year 2	$ 23,689.38	$ 1,974.12
Year 3	$ 24,400.06	$ 2,033.34
Year 4	$ 25,112.06	$ 2,092.67
Year 5	$ 25,886.02	$ 2,157.17
Year 6	$ 26,662.60	$ 2,221.88

5. Construction of Improvements. No new permanent improvements will be constructed on the Property unless CAN first obtains written authorization from the County. CAN shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, any such improvements or personal property not removed by CAN may be disposed of by the County in any manner the County deems appropriate, without liability to the County.

6. Maintenance and Utilities. CAN shall be responsible for routine maintenance of the Leased Area, including custodial services. CAN shall be responsible for ensuring that the Leased Area is kept in a neat, safe, and orderly condition. The parties acknowledge that the remainder of the Property is occupied by the Florida Department of Health (FDOH); all utility services, including but not limited to electricity, water, sewer, sanitation, pest control, telephone, internet, and cable television, will be obtained and the associated service charges paid by CAN, either individually or through a separate agreement with FDOH.

7. Repairs. The Lessee shall be responsible for repairs to the Property including the electrical system, heating and air conditioning system, plumbing system, painting, carpet or other floor covering, and fixtures. The Lessee shall obtain approval from the County before repair of structural elements, roof, doors, and windows. The cost of such repairs shall be the responsibility of the Lessee.

8. Inspection. CAN 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. CAN accepts the Leased Area "as is" on the Effective Date of this Lease Agreement with no warranties regarding suitability of use.

9. Indemnification. CAN 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 loss or 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 CAN.

10. Insurance. During the term of the Lease, CAN shall procure and maintain general liability insurance with coverage of $1,000,000 per occurrence and aggregate limits, including coverage for personal and bodily injury, broad form property damage, operations, products and completed operations, contractual liability covering this Lease Agreement. All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating

guide. CAN shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

CAN shall provide Escambia County with insurance policies and certificates of insurance endorsed to name Escambia County as an "additional insured" and the certificate holder. Certificates must be emailed to Facilities@myescambia.com and to Risk@myescambia.com . 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 will 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.

CAN 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 CAN 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 shall 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 this Lease Agreement.

11. Use of Premises. CAN shall use the Property as defined in Exhibit A solely for operation of a health clinic for CAN in conjunction with FDOH.

12. Termination. Either party may terminate this Lease for cause upon thirty (30) days' written notice or convenience upon one hundred eighty (180) days' written notice. Upon termination, CAN shall return the Leased Area to the County in good condition and repair any damage resulting from any improvements installed and removed by CAN, normal wear and tear excepted.

13. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and CAN 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

CAN:
CAN Community Health, Inc.
c/o Richard Carlisle
4440 Fruitville Road
Sarasota, Florida 34232

With a copy of notices and correspondence to:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Notices will be delivered personally, by overnight courier, 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 courier 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 Leased Area for the purpose of inspecting and observing the use of the Leased Area, as long as such inspections and observations do not unreasonably interfere with CAN's use of the Leased Area.

15. Compliance with Laws. CAN 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 Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease Agreement may be modified only by an amendment in writing, dated and signed by the County and CAN after the date of this Lease Agreement. CAN acknowledges 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 Agreement.

17. Assignments. This Lease Agreement will not be assigned, nor will the Property be sublet unless first approved by the Board of County Commissioners. Any such assignment or sublease will be reflected in a written instrument executed by the parties.

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 Agreement or CAN'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. CAN shall be responsible for all taxes assessed against the Property, improvements, or otherwise arising out of this Lease Agreement (if any).

21. Interpretation. The captions, headings and paragraph titles in this Lease Agreement 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 Agreement. If any provision of this Lease Agreement or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease Agreement 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 Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease Agreement 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 Agreement.

IN WITNESS WHEREOF, the County and CAN have caused this Lease Agreement to be executed by their duly authorized representatives 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

Steven Barry, Chairman

Deputy Clerk

CAN COMMUNITY HEALTH, INC.

Witness _____
Print Name Virginia S. Garrison

Witness _____
Print Name Sandra Schrider

Richard E. Carlisle, President and Chief Executive Officer

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of December, 2019, by Richard E. Carlisle as President and Chief Executive Officer of CAN Community Health, Inc., a Florida non-profit corporation, on behalf of the corporation. He (X) is personally known to me, or (_) has produced current _____ as identification.

Signature of Notary Public

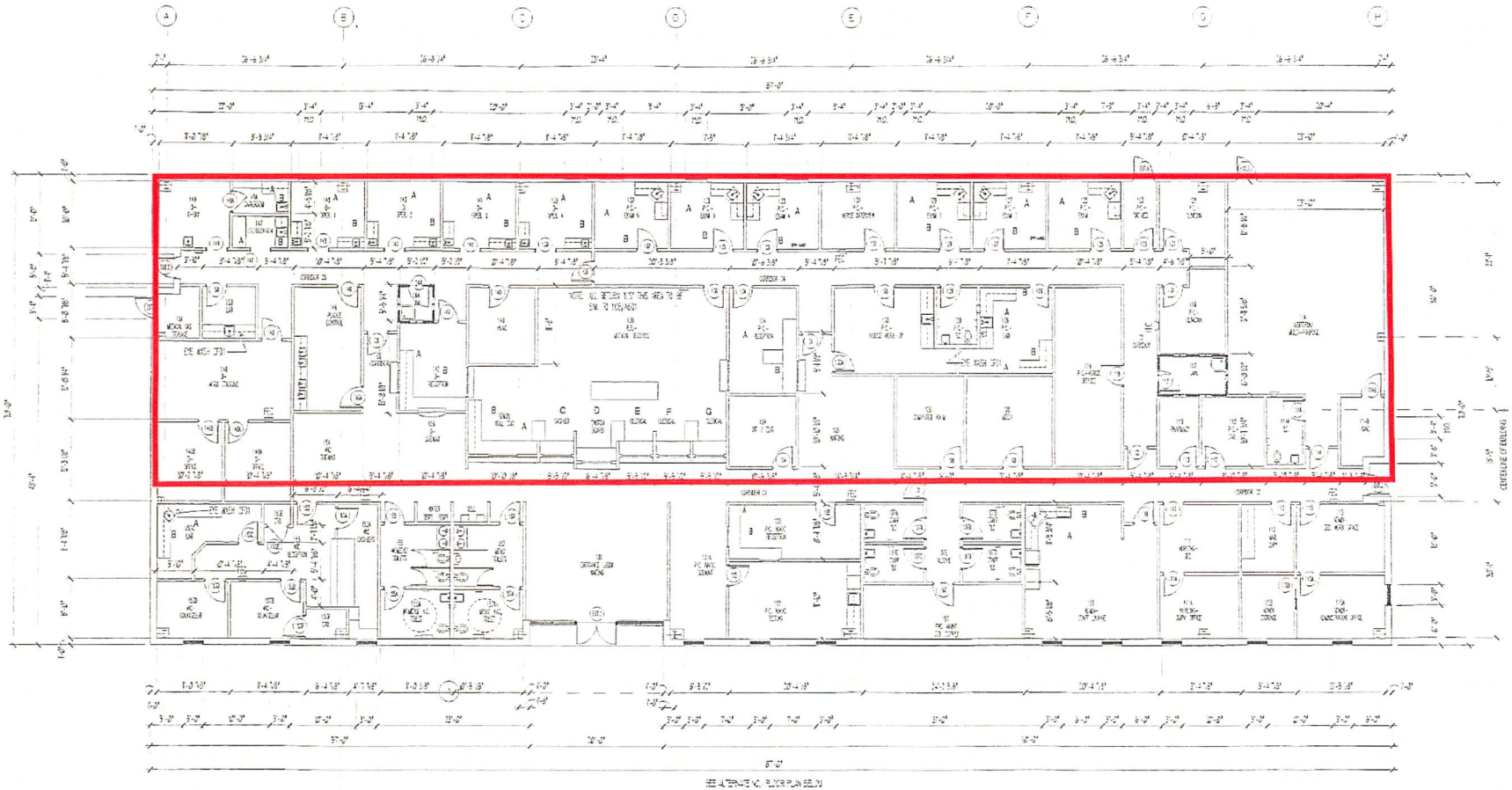
Tina M. Mossbarger
Printed Name of Notary Public

(Notary Seal)

Notary Public State of Florida
Tina M Mossbarger
My Commission GG 323516
Expires 04/15/2023

NORTHSIDE CLINIC - 8599A101.PLT - 8/29/01 8:32:12 AM

Exhibit "A"



8390 N Palafox

TH PLAN NORTH

FLOOR PLAN

ROOM ABBREVIATION LEGEND

LEGEND

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17318 **County Administrator's Report 10. 31.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/07/2020
Issue: Resolution to Approve the Conveyance of Equipment from Escambia County to CAN Community Health, Inc.
From: Robert E. Dye, Interim Facilites Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of Equipment from Escambia County to CAN Community Health, Inc. - Robert E. Dye, Interim Facilities Management Director

That the Board adopt and authorize the Chairman to sign a Resolution for the conveyance of Dental Equipment as shown on Exhibit A from Escambia County to CAN Community Health, Inc.

BACKGROUND:

CAN Community Health, Inc. (CAN), is a non-profit corporation that provides a continuum of medical, social, and educational services essential to the health and well-being of those living with HIV/AIDS, Hepatitis C, sexually transmitted diseases and other diseases and to enhance public awareness.

CAN requests that the County convey the Dental Equipment for use in its health care clinic in conjunction with the Florida Department of Health at 8390 North Palafox Highway, Pensacola, Escambia County, Florida 32534.

It has been determined that the Dental Equipment listed on Exhibit A is not needed for County purposes and that it is in the best interest of the County to convey the Dental Equipment to CAN.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has prepared the the Resolution and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current Policy requires Board approval for conveyance of equipment.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution w/Exhibit A

RESOLUTION NUMBER R2020-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE DONATION OF DENTAL EQUIPMENT TO CAN COMMUNITY HEALTH, INC., AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of certain tangible personal property (Dental Equipment) more particularly described in the attached Exhibit A; and

WHEREAS, CAN Community Health, Inc. (CAN), is a non-profit corporation that provides a continuum of medical, social, and educational services essential to the health and well-being of those living with HIV/AIDS, Hepatitis C, sexually transmitted diseases and other diseases and to enhance public awareness; and

WHEREAS, CAN has requested that the County convey the Dental Equipment for use in its health care clinic in conjunction with the Florida Department of Health at 8390 North Palafox Highway, Pensacola, Escambia County, Florida 32534; and

WHEREAS, the Board of County Commissioners has determined that the Dental Equipment is not needed for County purposes and that it is in the best interest of the County to convey the Dental Equipment to CAN under the terms and conditions stated below; and

WHEREAS, the value of each item of the Dental Equipment described in Exhibit A is less than Five Thousand Dollars ($5,000); and

WHEREAS, the conveyance of the Dental Equipment from the County to CAN is authorized pursuant to Section 125.38 and Section 274.06, 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 Dental Equipment shall be donated by the County to CAN for no consideration, but with all costs associated with accepting the Dental Equipment being borne by CAN.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

(SEAL)

BCC Approved: _____

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Dec. 19, 2019

Exhibit A

Dental Equipment located at 8390 North Palafox Street - FDOH-Escambia

Date Acquired	Asset ID	Description	User Information	Model	Serial No	Cost	Depreciation	Current value
10/18/2012	60379-000	CAVITRON PLUS W/ CAP	#011258 RM 149	CAVITRON PLUS	G132-19304	$ 1,793.59	50%	$869.76
10/18/2012	60380-000	CAVITRON PLUS W/ CAP	#011259 RM 125	CAVITRON PLUS	G136-02730	$ 1,793.59	50%	$869.76
2/15/2016	62581-000	ADEC 311 DENTAL CHAIR - PLUM	HD #1170 RM 139		15J311- B17763	$ 5,661.00	30%	$3,962.70
2/15/2016	62582-000	ADEC 311 DENTAL CHAIR - ORANGE	HD #11716 RM 149		15J311- B17762	$ 5,661.00	30%	$3,962.70
2/15/2016	62584-000	ADEC 311 DENTAL CHAIR LEMONGRA	HD #11700 RM 145		15J311- B10373	$ 5,661.00	30%	$3,962.70
2/15/2016	62585-000	ADEC 311 DENTAL CHAIR BLUE	HD #11720 RM 143		15J311- B10376	$ 5,661.00	30%	$3,962.70
2/15/2016	62587-000	ADEC 311 DENTAL CHAIR AMETHYST	HD #11704		15J311- B10396	$ 5,661.00	30%	$3,962.70
2/15/2016	62588-000	AEDC 332 RADIUS DELIVERY SYS	HD #11721 RM 143		15L332- A12083	$ 6,896.00	30%	$4,827.20
2/15/2016	62589-000	AEDC 332 RADIUS DELIVERY SYS	HD #11702 RM 145		15L332- A12084	$ 6,896.00	30%	$4,827.20
2/15/2016	62590-000	AEDC 332 RADIUS DELIVERY SYS	HD #11711 RM 139		15L332- A12085	$ 6,896.00	30%	$4,827.20
2/15/2016	62594-000	AEDC 332 RADIUS DELIVERY SYS	HD #11719 RM 149		15L332- A12089	$ 6,896.00	30%	$4,827.20
2/15/2016	62595-000	ADEC 872L RADIUS LIGHT/LED	HD #11707 RM 141		15A99408	$ 2,808.00	30%	$1,965.60
2/15/2016	62596-000	AEDC 332 RADIUS DELIVERY SYS	HD #11706 RM 141		15L332- A12086	$ 6,896.00	30%	$4,827.20
2/15/2016	62597-000	ADEC 872L RADIUS LIGHT/LED	HD #11722 RM 143		15K572L- A16087	$ 2,808.00	30%	$1,965.60
2/15/2016	62599-000	ADEC 872L RADIUS LIGHT/LED	HD #11701 RM 145		15K572L- A11156	$ 2,808.00	30%	$1,965.60
2/15/2016	62600-000	ADEC 872L RADIUS LIGHT/LED	HD #11712 RM 139		15K572L- A11157	$ 2,808.00	30%	$1,965.60
2/15/2016	62601-000	ADEC 872L RADIUS LIGHT/LED	HD #11718 RM 145		15K572L- A11158	$ 2,808.00	30%	$1,965.60
2/15/2016	62602-000	ADEC 351 ASSIST INSTRUMENT	HD #11723 RM 143		15L351- B10216	$ 1,215.00	30%	$850.50
2/15/2016	62604-000	ADEC 351 ASSIST INSTRUMENT	HD #11703 RM 145		15L351- B10218	$ 1,215.00	30%	$850.50
2/15/2016	62605-000	ADEC 351 ASSIST INSTRUMENT	HD #11717 RM 149		15L351- B10219	$ 1,215.00	30%	$850.50
2/15/2016	62606-000	ADEC 351 ASSIST INSTRUMENT	HD #11713 RM 139		15L351- B10220	$ 1,215.00	30%	$850.50
2/15/2016	62607-000	ADEC 351 ASSIST INSTRUMENT	HD #11705 RM 141		15L351- B10221	$ 1,215.00	30%	$850.50
2/15/2016	62609-000	M11 ULTRACLAVE STERILIZER	HD #11708		V1694561	$ 5,634.00	30%	$3,943.80
2/15/2016	62610-000	STATIM 5000 G4	HD #11709		510915H0011 4	$ 5,967.00	30%	$4,176.90
9/12/2016	63009-000	DENTAL COMPRESSOR	011774	V000299	CR1608123	$ 7,759.00	40%	$4,655.40
2/7/2017	63272-000	X-RAY MACHINE			DU03264	$ 4,167.00	30%	$2,916.90
5/25/2017	63467-000	MAIXSWEEP 3 GAL TANK - TABLE	PRO MED RM 126	S310 3 GAL	17102-177304	$ 1,056.88	30%	$739.82

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17245 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/07/2020
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. Independence for the Blind of West Florida, Inc., in the amount of $5,000;

B. The Salvation Army, in the amount of $1,000;

C. Sacred Heart Foundation, in the amount of $20,000;

D. WSRE-TV Foundation, Inc., in the amount of $5,000;

E. General Daniel Chappie James Flight Academy, Inc., in the amount of $10,000; and

F. Children's Home Society of Florida, in the amount of $5,000.

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

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

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):

Independence for the Blind of West Florida, Inc. - $5,000
The Salvation Army - $1,000
Sacred Heart Foundation - $20,000
WSRE-TV Foundation Inc. - $5,000
General Daniel Chappie James Flight Academy, Inc. - $10,000
Children's Home Society of Florida - $5,000

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These funds may be expended upon request by the Sheriff to the Board of County Commissioners or by the Chief of Police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the Sheriff's Office or Police Department by the Board of County Commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Independence for the Blind of West Florida, Inc.
The Salvation Army
Sacread Heart Foundation
WSRE-TV Foundation Inc.
General Daniel Chappie James Flight Academy, 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

December 2, 2019

Independence for the Blind of West Florida, Inc.
Attn: Jason Grills
3107 North Davis Highway, Pensacola, FL 32503

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated November 12, 2019.

Dear Jason Grills,

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 $5,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☐ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Independence for the Blind of West Florida DATE 11/12/2019

POINT OF CONTACT Jason Grills - Executive Director PH# (850) 477-2663

EMAIL ADDRESS: jason.grills@ibwest.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 01/10/2020 AMOUNT REQUESTED: $ 5,000

CHECK PAYABLE TO: Independence for the Blind of West Florida

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 3107 N. Davis Highway 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 (Initial)

NAME OF CERTIFYING OFFICIAL Ardye E. Graham TITLE OF CERTIFYING OFFICIAL President, Bd of Directors

SIGNATURE (Digital) Ardye E. Graham DATE 11-12-19

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL	D. Lutz	☑	☐	*Ethics Opinion Compliance
CHIEF	E A	☑	☐	AMOUNT APPROVED $5,002.83
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT	D. Hoffman	Date processed 12/2/19		DAVID MORGAN, SHERIFF 12/2/2019 DATE

* No tickets

* Approved for Sponsorship Without tickets to event

ORIGINAL

ORGANIZATION/AGENCY NAME:

Independence for the Blind of West Florida

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

These monies will be used in "Direct Support" of our Mission Statement: To empower the Blind and Visually Impaired in Northwest Florida to acheive Maximum Independence. The "Safe Neighborhoods" component is our continued "White Cane Law" awareness campaign.

PLEASE REVIEW THE ATTACHED "SPONSORSHIP BROCHURE" FOR OUR 18TH ANNUAL EYE BALL GALA TO SELECT YOUR LEVEL OF SPONSORSHIP.

18th Annual Eye Ball

CALL FOR SPONSORS



March 14, 2020

Hilton Gulf Front,
12 Via De Luna Drive
Pensacola Beach, Florida 32561

Key Dates:

- Friday, February 14, 2020 - Corporate Auction Items due
- Friday, February 25, 2020 - Attendee list to IB
- Friday, March 13, 2020 Early bird check-in at the Hilton Gulf Front
- Saturday, March 14, 2020 Eye Ball Gala 6:00—10:30 PM

INNISFREE HOTELS

INDEPENDENCE FOR THE BLIND

18th Annual Eye Ball

Who We Are…

Our Mission:
To empower people who are Blind or Visually Impaired in Northwest Florida to achieve maximum independence.
Our Vision:
To be the standard of excellence in rehabilitation services for people with blindness and visual impairments.
About Us:
Independence for the Blind (IB) has been serving the Visually Impaired community since 1980 and is the ONLY nonprofit devoted to training, educating and empowering individuals living with Blindness and Visual Impairments in West Florida. Today, the IB service area includes the 10 western counties from the port of Pensacola to the Apalachicola River covering over 7,500 square miles.
Who We Serve:
Ages 5+ in with a visual impairment.
Programs
Programs are designed to meet the emotional and practical needs of the Blind and Visually Impaired Community. Independence for the Blind currently provides training in 5 programs.

1) **Adult Program (Ages 18-54):**
   Assists individuals ages 18-54 to maintain their independence by providing daily living, communication, and technology training who are unable to work or not seeking employment.
2) **Older Blind Program (Ages 55+):**
   Assists individuals ages 55+ to maintain their independence by providing daily living, communication, and technology skills training.
3) **Transition Program (Ages 14-22):**
   Teaches blind and visually impaired teens ages 14-22 the tools to be independent, prepare for college and to enter the workforce after high school.
4) **Visually Impaired Persons (VIP) Children's Program (ages 5-13):**
   Teaches blind and visually impaired children ages 5-13 the tools to be independent, technology, daily living, communication, and pre job skills to aid them with entering high school and beyond.
5) **Vocational Rehabilitation Program (Ages 18+):**
   Assist individuals ages 18+ who are seeking job related skills or to maintain current employment with vision loss.

Services
Orientation and Mobility:
Individuals are taught to safely and confidently regain their travel independence by using a white cane to navigate through their home and community safely, to use public transportation, and organize their home and personal spaces to avoid accident.
Daily Living Skills:
Teaches daily-living, such as cooking, cleaning, organizing, and completing normal daily task to maintain independence.
Communication/Assistive Technology:
Teaches desktop and laptop computer use, tablets and smartphones, Braille, and adaptive devices to aid with independence.
Job Readiness Skills:
Teaches skills to seek or maintain employment. Training includes work ethics, job preparedness, career exploration, job placement, work experience, and resume writing.

All the services offered at Independence for the Blind are free of charge.

You can help give the gift of hope and change the life of someone who is Blind or Visually Impaired by becoming a Sponsor of our Eye Ball Gala!



18th Annual Eye Ball Contract

EYE BALL GALA CONTRACT

Name of Company/Donor: _____

Primary Representative: _____

Address _____

City/State/Zip: _____

Phone: _____ **Email:** _____

LEVEL OF SPONSORSHIP

(Please check the box of your Selection)

CORNEA	**$ 5,000**	
LENS	**$ 2,500**	
IRIS	**$ 1,000**	
PUPIL	**$ 500**	

CUSTOMIZED SPONSOR LEVELS

Please circle your selection(s)

- **Table Sponsor Table of Ten (10) (Table Sign)** — **$1250 (unlimited)**
- **IB Client Sponsored Table of Eight (8) (recognition in the Program & Table sign)** — **$1000 (3 available)**
- **Auction Sponsor (includes signage in the auction area and recognition in Program)** — **$1000 (exclusive)**
- **Military Escorts Eye Ball Dinners (includes signage and program recognition)** — **$ 610 (SOLD)**
- **Dancing with "Our Stars" Refreshment Room (signage included)** — **$ 300 (exclusive)**
- **Band Refreshment Room** — **$ 300 (exclusive)**
- **BERE' Jewelry ticket sponsor (logo on leave behind portion of tickets, program recognition)** — **$ 300 (2 available)**
- **Specialty Drink Sponsor (includes signage and program recognition)** — **$ 300 (exclusive)**
- **Sponsor the Children's and Teens Transition Summer Camps** — **$ 400 (unlimited)**
- **Individual Independence for the Blind Clients Sponsorship** — **$ 125 (unlimited)**

Method of payment: **TOTAL** _____

1. **Check:** made payable to Independence for the Blind
   Mail to: 3107 North Davis Highway, Pensacola, Florida 32503
2. **Credit Card** purchase: **go to our website www.ibwest.org**

Please send a completed sponsorship form along with payment to: Independence for the Blind, 3107 North Davis Highway, Pensacola, Florida 32503. Scan or fax to: sharon.morrow@ibwest.org Fax: 850.479.4025.
For questions and more information, contact Sharon Morrow at 850.477.2663 or cell 850.776.7213.

Independence for the Blind is funded in part by the Florida Department of Education, Division of Blind Services, State of Florida and Untied Way. "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 RECCOMMENDATION BY THE STATE."

Visit or follow us on Facebook, Instagram and Twitter at Independence for the Blind

18th Annual Eye Ball Auction Donation Form

CALL FOR AUCTION ITEMS

Name of Company/Donor: _____

Primary Representative: _____

Address: _____

City/State/Zip: _____

Phone: _____ **Mobile:** _____

Email: _____ **Website:** _____

AUCTION ITEM/SERVICE

Description and restrictions (note: item/services must be used within one year of the date of the event, March 14, 2020.

_____

_____

_____

Value of your item/service: _____

Is there a gift certificate included? ___Yes ___No

Will the item be delivered? ___Yes ___No

Do you need us to pick it up? ___ Yes ___ No

Donor's Signature: _____

Please send a completed auction item form to:
Independence for the Blind, 3107 North Davis Highway, Pensacola, Florida 32503.
Scan or fax to: Sharon.Morrow@ibwest.org Fax: 850.479.4025.
For questions and more information, contact Sharon Morrow cell: 850.776.7213.

Independence for the Blind is a nonprofit organization (tax-exempt number 59-3297510) funded in part by the Florida Department of Education, Division of Blind Services, State of Florida and Untied Way. Your donation is tax deductible to the extent allowed by law. "A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFOR- MATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800.435.7352) WITHIN THE STATE. REGISTRA- TION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECCOMMENDATION BY THE STATE."

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248364828
May 04, 2010 LTR 4168C E0
59-3297510 000000 00
00018344
BODC: TE

INDEPENDENCE FOR THE BLIND OF WEST
FLORIDA
3107 N DAVIS HWY
PENSACOLA FL 32503-3558

1080

Employer Identification Number: **-***7510
Person to Contact: Tonya Morris
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 23, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in November 1995.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

0248364828
May 04, 2010 LTR 4168C E0
59-3297510 000000 00
00018345

INDEPENDENCE FOR THE BLIND OF WEST
FLORIDA
3107 N DAVIS HWY
PENSACOLA FL 32503-3558

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8012650726C-2	02/28/2017	02/28/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

INDEPENDENCE FOR THE BLIND OF
WEST FLORIDA INC
3107 N DAVIS HWY
PENSACOLA FL 32503-3558

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

INDEPENDENCE FOR THE BLIND OF WEST FLORIDA

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ 501(c)3 NON PROFIT ORGANIZATION

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3107 N. Davis Highway

6 City, state, and ZIP code

Pensacola, Florida 32503

7 List account number(s) here (optional)

Requester's name and address (optional)

JASON GRILLS
SAME ADDRESS

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	3	2	9	7	5	1	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 10/1/19

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

December 2, 2019

The Salvation Army
Attn: Jennifer Strong
1501 N. Q Street, Pensacola, FL 32505

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated November 15, 2019.

Dear Jennifer Strong,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $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)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☐ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: The Salvation Army DATE 11/15/2019

POINT OF CONTACT Jennifer Strong PH# 432-1501 ext 4

EMAIL ADDRESS: Jennifer.Strong@uss.salvationarmy.(☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 12/16/19 AMOUNT REQUESTED: $5,000

CHECK PAYABLE TO: The Salvation Army

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 1501 North Q Street City Pensacola State FL Zip Code 32505

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief [initial] (Initial)

NAME OF CERTIFYING OFFICIAL: Captain Herbert D. Frazier, III

TITLE OF CERTIFYING OFFICIAL: Commanding Officer

SIGNATURE (Digital): Herbert D. Frazier, III

DATE: 11/20/19

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $1,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 12/2/19		DAVID MORGAN, SHERIFF 12/2/2019 DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

The Salvation Army

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

Here at The Salvation Army, we strive to provide a safe place for the children in our community at our Community Center. We aim to provide supervised, safe activities for school aged children during the after school hours when many parents still work. Most of our children come from the surrounding area, many walking here after they get out of school. We see a lot of the older, teenage boys come up and shoot basketball in our gym, keeping themselves off the streets and away from those who may lead them into a life of crime. We have a good rapport with a lot of the parents and they are grateful for a place that they know their children are safe and does not cost them a lot of money. The scholarship funds being requested would help with day to day operations such as snacks, art supplies, sporting equipment, and other resources to help continue providing a safe environment for these kids that keeps them off the streets and away from crime and drugs. We try to instill a sense of community pride in the children as well confidence to speak up with they see something that may be unsafe.

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248323016
Mar. 18, 2010 LTR 4168C E0
58-0660607 000000 00
00027692
BODC: TE

THE SALVATION ARMY
TERRITORIAL HEADQUARTERS
1424 NE EXPRESS WAY
ATLANTA GA 30329

02441

Employer Identification Number: 58-0660607
Person to Contact: Ms. Davis
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Mar. 09, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in October 1955.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(i).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

0000200 03/22/13

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012786989C-5	04/30/2018	04/30/2023	RELIGIOUS-PHYSICAL PLACE

This certifies that

THE SALVATION ARMY
PENSACOLA CORPS
1501 N Q ST
PENSACOLA FL 32505-6445

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

The Salvation Army, A Georgia Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P. O. Box 18569

Requester's name and address (optional)

6 City, state, and ZIP code

Pensacola, FL 32523

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

5	8	-	0	6	6	0	6	0	7

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 ▶ Robert D. Fraser III Date ▶ 04/04/19

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

December 2, 2019

Sacred Heart Foundation
Attn: Jennifer Saba
P.O. Box 2700, Pensacola, FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated November 18, 2019.

Dear Jennifer Saba,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $20,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Sacred Heart Foundation DATE 11/18/2019

POINT OF CONTACT Jennifer Saba PH# (850) 416-4661

EMAIL ADDRESS: jennifer.saba@ascension.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 01/01/2020 AMOUNT REQUESTED: $ 20,000

CHECK PAYABLE TO: Sacred Heart Foundation

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street P.O. Box 2700 City Pensacola State FL Zip Code 32504

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief JS (Initial)

NAME OF CERTIFYING OFFICIAL
Jennifer Saba

TITLE OF CERTIFYING OFFICIAL
Annual Giving Coordinator

SIGNATURE (Digital)
Jennifer Saba Digitally signed by Jennifer Saba Date: 2019.11.18 15:35:46 -06'00'

DATE
11/18/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL	*No tickets	☑	☐	*Ethics Opinion Compliance
CHIEF		☑	☐	AMOUNT APPROVED $20,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT	Date processed 12/2/19			DAVID MORGAN, SHERIFF 12/2/2019 DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

Sacred Heart 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

The moment you walk through the doors of the Studer Family Children's Hospital, you recognize that our hospital is a special place. A place that offers advanced pediatric specialty care and a hospital that truly cares for the entire family, not just the child.

Since 1969, the Studer Family Children's Hospital at Ascension Sacred Heart has provided quality, compassionate healthcare to the children and families along the Gulf Coast. The Studer Family Children's Hospital is located in Escambia County with a population of 317,524, with children under the age of 18 making up 21% of the population.

Each year, more than 35,000 children enter our care ages newborn to 21. According to the report compiled by the Robert Wood Johnson Foundation and its partners, 27% of children in Escambia County live in poverty and we serve all children, regardless of their religious affiliation or ability to pay. As the region's only pediatric hospital and the community's only Neonatal Intensive Care Unit (NICU), we provide care for babies born with neonatal abstinence syndrome to children who suffer from shaken baby syndrome to teenagers with substance abuse. However, it takes a community to heal a child. As a not-for-profit organization, we rely on generous, compassionate individuals, corporations, and foundations to support our work, thereby ensuring that no child goes without quality patient care and life-saving treatment.

We ask the Escambia County Sheriff's Office's thoughtful consideration of a $20,000 sponsorship to the 2020 Cordova Mall Ball. This sponsorship will provide a marketing opportunity to promote crime prevention and safe neighborhoods by including your logo in all marketing efforts. This includes 2 banners, tv commercials, digital advertising, website inclusion, flyer inclusion, program inclusion, social media, inclusion in Sacred Heart Foundation newsletter Stories from the Heart, and inclusion in Sacred Heart Health System newsletter Snips & Snaps. Marketing efforts are estimated to have more than 40,000 impressions throughout the community prior to the event date and exposure to the more than 2,000 event attendees.

JUSTIFICATION CONT.

To help us ensure that every child has the chance to live a stronger, healthier life, we kindly ask for your partnership and support. As you consider this request, we would be happy to provide any additional information you may require. We are grateful for your consideration of our request on behalf of the children and families we serve.

Internal Revenue Service

Date: April 12, 2004

Sacred Heart Foundation
5151 N 9th Avenue
Pensacola, FL 32504-8721

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Richard E. Owens 31-07974
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
59-2436597

Dear Sir or Madam:

This is in response to your request of April 12, 2004, regarding your organization's tax-exempt status.

In March 1946 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Sacred Heart Foundation
59-2436597

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing.
For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Janna K. Skufca

Janna K. Skufca, Director, TE/GE
Customer Account Services

0000047 10/16/19

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012613954C-6	12/31/2019	12/31/2024	501(C)(3) ORGANIZATION

This certifies that

SACRED HEART FOUNDATION INC
5151 N 9TH AVE
PENSACOLA FL 32504-8721

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SACRED HEART FOUNDATION, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ 501(c)(3)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5151 NORTH 9TH AVE.

Requester's name and address (optional)

6 City, state, and ZIP code
PENSACOLA, FL 32504

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 2 4 3 6 5 9 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 01/09/19

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

December 6, 2019

WSRE-TV Foundation Inc.
Attn: Suzie Payne
1000 College Blvd, Pensacola FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated December 2, 2019.

Dear Suzie Payne,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: WSRE-TV Foundation Inc DATE 12/02/2019

POINT OF CONTACT Suzie Payne PH# 484-1054

EMAIL ADDRESS: sdpayne@wsre.org ☐ INITIAL REQUEST ☑ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 12/02/2019 AMOUNT REQUESTED: $ 5,000

CHECK PAYABLE TO: WSRE TV Foundation Inc

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 1000 College Blvd City Pensacola State FL Zip Code 32504

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief | (Initial)

NAME OF CERTIFYING OFFICIAL
Tracie Hodson

TITLE OF CERTIFYING OFFICIAL
Director of Development & Communit

SIGNATURE (Digital)
Tracie Hodson

DATE
12/02/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $5,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT				DAVID MORGAN, SHERIFF

Date processed 12/6/19

DATE 12/6/2019

ORIGINAL

ORGANIZATION/AGENCY NAME:

WSRE-TV Foundation Inc

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

WSRE's 3rd annual Be My Neighbor Day will be held on April 25, 2020 in the Amos Performance Studio and also the parking lot of PSC's main campus. This a free communty event focusing on early learning along with health and safety resources for families of young children. WSRE works together with the Govenors' Office and local DCF organization to connect community organizations to Escambia County and surrounding area families. The focus is also on Daniel Tigers Neighborhood, a spin off of the iconic "Mr Rogers, Be My Neighbor" PBS program. The ultimate goal is to help foster an interest in reading and writing, to encouage positive social skills and to model age appropriate problem solving strategies. As in the past we have had over 50 community organizations participate in this event with more that 3,000 children and families attending. We were happy to have the Sheriff's Office as one of our generous sponsors in the past two years.

Your sponsorship helps support the free Imagination Station early learning activity center at Blue Wahoos Stadium and our new location at the C.A. Weiss School, where parents and children play and learn together; help train teachers to use PBS Learning Media in their classrooms and connecting our children to thousands of cirriculum-aligned on-line educational resources. WSRE-TV, PBS for the Gulf Coast promotes children's programming and educational outreach in support of the mission for our station, to positively impact communities through education, entertainment and engagement.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 09 1994

WSRE-TV FOUNDATION INC
1000 COLLEGE BLVD
PENSACOLA, FL 32504

Employer Identification Number:
59-2993200
DLN:
584238035
Contact Person:
LORETTA HAMILTON ID# 52621
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
May 1, 1990
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

WSRE-TV FOUNDATION INC

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Steven T. Miller
Director, Exempt Organizations

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012530962C-5	11/30/2015	11/30/2020	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

WSRE TV FOUNDATION INC
1000 COLLEGE BLVD
PENSACOLA FL 32504-8910

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
WSRE-TV FOUNDATION, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ **501(c)(3)**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1000 College Blvd.

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola FL 32504

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 2 9 9 3 2 0 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Laura F. Shand Date ▶ 1/22/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 6, 2019

General Daniel Chappie James Flight Academy, Inc.
Attn: Michael Griffin
P.O. Box 2771, Pensacola FL 32513

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated December 3, 2019.

Dear Michael Griffin,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $10,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: General Daniel Chappie James Flight Academy, Inc. DATE 12-3-2019

POINT OF CONTACT Michael Griffin PH# 850-741-4743

EMAIL ADDRESS: gdcjfacademy@gmail.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 1-1-2020 AMOUNT REQUESTED: ~~$5000~~ #10,000.00

CHECK PAYABLE TO: General Daniel Chappie James Flight Academy, Inc.

COMPLETE MAILING ADDRESS: ☑ NEW ADDRESS

Street P.O. Box 2771 City Pensacola State FL Zip Code 32513

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 MG (Initial)

NAME OF CERTIFYING OFFICIAL
Michael Griffin

TITLE OF CERTIFYING OFFICIAL
Secretary-Treasurer

SIGNATURE (Digital)
Michael Griffin Digitally signed by Michael Griffin Date: 2019.12.03 12:17:39 -05'00'

DATE
12-3-2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL	D. Little	☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED #10,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT				DAVID MORGAN, SHERIFF

Date processed 12/6/19

12/6/2019
DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

General Daniel Chappie James Flight Academy, 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

The General Daniel Chappie James Flight Academy was founded over twenty three years ago. It's goal is to introduce disadvantaged kids to aviation and to provide a safe Drug Free conduit for learning and personal growth.

Over the years, we're provided guidance and mentoring for numerous "at risk youth". Many times, the difference between a child choosing a life of Drugs/Crime is having someone that can show them a alternative to these vectors of personal destruction. The Flight Academy has championed the cause of a Drug and Crime Free community.

Our intended use of SLET funds is for desktop computer/flight simulators. These flight computers/simulators will be used for learning and research. Our classroom environment uses the STEM (Science, Technology, Engineering and Math) discipline to motivate and challenge the kids to learn. Calender year 2020 will see exciting new classes such as Wind Tunnel Design/Construction and Desktop Computer Design/Construction to name a few. Our short term goal is to reach as many kids as possible. In so doing, we will offer a positive alternative to Drugs and Crime.

SLET funding will allow us to add two computers/flight simulators which will increase our impact by allowing more kids to participate.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 12 2014

THE GENERAL DANIEL CHAPPIE JAMES
SUMMER FLIGHT ACADEMY
2575 ESCAMBIA AVE
PENSACOLA, FL 32503-0000

Employer Identification Number:
46-5480504
DLN:
26053707001934
Contact Person:
CHIUNGLAN CHUNG ID# 31721
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 1, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

THE GENERAL DANIEL CHAPPIE JAMES

Sincerely,

Director, Exempt Organizations
Rulings and Agreements

June 18th, 2019

Internal Revenue Service
Attn: Correspondence Unit
P.O. Box 2508, Room 6-403
Cincinnati, OH 45201

To Whom it May Concern;

We are sending this letter as a follow up to my phone conversation with your representative today concerning our Name Change.

Listed below is information concerning our Non-Profit business;

- OLD NAME: The General Daniel Chappie James Summer Flight Academy, Inc.
- NEW NAME: General Daniel Chappie James Flight Academy, Inc.
- EIN: 46-5480504
- OLD ADDRESS: 2575 Escambia Avenue, Pensacola FL 32503
- NEW ADDRESS: 1608 Dr. Martin Luther King Jr. Drive, Pensacola FL 32503

Enclosed are:

- Amended Articles of Incorporation
- Florida Proof of Certification

Please contact me if you have any further questions.

Regards,

Michael E. Griffin
Secretary / Treasurer
Cell: (313) 610-4322
Email: mgrif1884@gmail.com

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077383720
Aug. 06, 2019 LTR 4168C 0
46-5480504 000000 00
00024870
BODC: TE

GENERAL DANIEL CHAPPIE JAMES FLIGHT
ACADEMY INC
% MICHAEL GRIFFIN
1608 DR MARTIN LUTHER KING JR DR
PENSACOLA FL 32503-5210

041908

Employer ID number: 46-5480504
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated June 18, 2019, about your tax-exempt status.

We issued you a determination letter in November 2014, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8017475887C-8	03/20/2018	03/31/2023	501(C)(3) ORGANIZATION

This certifies that

GENERAL DANIEL CHAPPIE JAMES FLIGHT
ACADEMY INC
1608 DR MARTIN LUTHER KING JR DR
PENSACOLA FL 32503-5210

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

General Daniel Chappie James Flight Academy, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 2771

6 City, state, and ZIP code

Pensacola, FL 32513

Requester's name and address (optional)

Escambia County Sheriff's Office
P.O. Box 18770
Pensacola, FL 32523

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	6	–	5	4	8	0	5	0	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 12-3-2019

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

December 6, 2019

Children's Home Society of Florida
Attn: Caitlin Newby
1300 N. Palafox Street Suite 103, Pensacola FL 32501

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated December 4, 2019.

Dear Caitlin Newby,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Children's Home Society of Florida DATE 12/04/2019

POINT OF CONTACT Caitlin Newby PH# (850) 890-9339

EMAIL ADDRESS: Caitlin.Newby@chsfl.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 03/01/2020 AMOUNT REQUESTED: $ 5,000

CHECK PAYABLE TO: Children's Home Society of Florida

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 1300 N. Palafox St. Ste. 103 City Pensacola State FL Zip Code 32501

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief CN (Initial)

NAME OF CERTIFYING OFFICIAL
Caitlin Newby

TITLE OF CERTIFYING OFFICIAL
Special Events Manager

SIGNATURE (Digital)
Caitlin Newby
Digitally signed by Caitlin Newby
Date: 2019.12.04 13:54:42 -06'00'

DATE
12/04/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	* with no tickets
CHIEF		☑	☐	AMOUNT APPROVED $5,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 12/6/19		DAVID MORGAN, SHERIFF 12/6/2019 DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

Children's Home Society of Florida

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

Proudly serving Pensacola and the surrounding areas since 1920, Children's Home Society cares for more than 5,000 children and families each year through a variety of child abuse and neglect prevention and early intervention programs. With offices in Escambia, Santa Rosa, Okaloosa, and Walton Counties. Children's Home Society of Florida offers 10 programs that fall into 5 major categories: prevention and intervention, youth development services, pregnancy prevention and counseling, adoption support and individual and family therapy.

Your contribution provides services for:
-Ending cycles of abuse and neglect
-Protecting children from harm
-Healing children who have been abused and neglected
-Creating stable families
-Parenting classes
-Youth Programs: Work readiness and job placement
-Counseling
-Transitional living and life skills for homeless teens
-1:1 Pre-natal and post-natal parenting and family support services/counseling

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248188074
Feb. 27, 2017 LTR 4168C 0
59-0192430 000000 00
00018028
BODC: TE

CHILDRENS HOME SOCIETY OF FLORIDA
482 S KELLER RD 3RD FL
ORLANDO FL 32810

ACCOUNTING DEPT.
RECEIVED
FEB 28 2017
CHILDREN'S HOME SOCIETY
OF FL CORPORATE OFFICE

016351

Employer ID Number: 59-0192430
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Feb. 15, 2017, regarding your tax-exempt status.

We issued you a determination letter in November 1941, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0248188074
Feb. 27, 2017 LTR 4168C 0
59-0192430 000000 00
00018029

CHILDRENS HOME SOCIETY OF FLORIDA
482 S KELLER RD 3RD FL
ORLANDO FL 32810

Sincerely yours,

Kim A. Billups, Operations Manager
Accounts Management Operations 1

0000065 01/16/19

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012592486C-4	03/31/2019	03/31/2024	501(C)(3) ORGANIZATION

This certifies that

CHILDREN'S HOME SOCIETY OF FLORIDA
482 S KELLER RD FL 3
ORLANDO FL 32810-6130

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
THE CHILDREN'S HOME SOCIETY OF FLORIDA

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ NOT-FOR-PROFIT

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
482 S. KELLER ROAD, 3RD FLOOR

Requester's name and address (optional)

6 City, state, and ZIP code
ORLANDO, FL 32810

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 0 1 9 2 4 3 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Edward D. Adkins, CFO | **Date** ▶ 1/29/19

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.*

Dear Friend of CHS,

While many things have changed since Children's Home Society of Florida was founded in 1902, one thing remains constant – children remain at the heart of all we do.



Each year, we provide solutions for more than 5,100 underserved local children and their families. Our services provide long-lasting solutions to change life trajectories for expectant moms, new parents, and young adults starting out on their own



Join us for the 15th annual Soundside Splendor on Sunday, May 3, 2020 from 4-7 pm at the beautiful Portofino Island Resort as we celebrate our rich history and look forward to a future where ALL children realize their full potential. Your sponsorship of this impactful event showcases your commitment to providing meaningful solutions that change life stories and outcomes.



Along with **Honorary Chairpersons, Jim and Ann Neal, you're invited to join the fun as a sponsor** for this year's event and help our community's children. Together, we can change lives.

Sunday, May 3, 2020
4-7pm
Portofino Island Resort
10 Portofino Drive
Pensacola Beach, FL 32561

CHILDREN'S HOME SOCIETY OF FLORIDA, REGISTRATION #CH180, IS REGISTERED WITH THE STATE UNDER THE SOLICITATION OF CONTRIBUTIONS ACT. 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 OR BY VISITING WWW.800HELPFLA.COM. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE.

Sponsorship Opportunities

15th Annual Soundside Splendor

Sunday, May 3, 2020

Portofino Island Resort | 10 Portofino Drive, Pensacola Beach

Elite Champions - $25,000
(Fair Market Value$2,911)

- Event weekend stay at Portofino Island Resorts
- Two VIP reserved tables for 10 with signage and private butler
- Media interview
- Chairback cover recognition for your table
- Priority recognition on invitations, program and signage
- Opportunity to speak at event
- Recognition in CHS e-newsletter, media releases and social media
- Case of premium wine selected by Chef Jim Shirley

Platinum Champions $20,000
(Fair Market Value $1,016)

- Two VIP reserved tables for 10 with signage and private butler
- Chairback cover recognition for your table
- Priority recognition on invitations, program and signage
- Opportunity to speak at event
- Recognition in CHS e-newsletter, all media releases and social media
- Case of premium wine selected by Chef Jim Shirley

Silver Champions - $10,000
(Fair Market Value $616)

- VIP reserved table for 10 with signage and private butler
- Recognition on invitations, program and signage
- Recognition in CHS e-newsletter, all media releases and social media
- Case of event wine selected by Chef Jim Shirley

Champions $5,000
(Fair Market Value $544)

- VIP reserved table for 8 with signage and private butler
- Recognition in the invitation and event program
- Recognition in CHS e-newsletter, all media releases and social media
- Eight bottles of event wine selected by Chef Jim Shirley

CHILDREN'S HOME SOCIETY OF FLORIDA, REGISTRATION #CH180, IS REGISTERED WITH THE STATE UNDER THE SOLICITATION OF CONTRIBUTIONS ACT. 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 OR BY VISITING WWW.800HELPFLA.COM. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE.

Heroes- $2,500
(Fair Market Value $508)

- VIP reserved table for 8 with signage and private butler
- Recognition in the invitation and event program
- Recognition on special event signage
- Six bottles of event wine selected by Chef Jim Shirley

Guardians $1,500
(Fair Market Value $336)

- Complimentary tickets for 6 guests
- Recognition in invitation and event program
- Recognition on special event signage
- Two bottles of event wine selected by Chef Jim Shirley

Mentors- $1,000
(Fair Market Value $200)

- Complimentary tickets for 4 guests
- Recognition in invitation and event program
- Recognition on special event signage

Nurturers $500
(Fair Market Value $100)

- Complimentary tickets for 2 guests
- Recognition in event program
- Recognition on special event signage

Interested in sponsoring or learning more?

Contact Caitlin Newby for more details at 850-890-9339 or caitlin.newby@chsfl.org.

**PLEASE respond by March 1, 2020 to maximize publicity opportunities*

CHILDREN'S HOME SOCIETY OF FLORIDA, REGISTRATION #CH180, IS REGISTERED WITH THE STATE UNDER THE SOLICITATION OF CONTRIBUTIONS ACT. 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 OR BY VISITING WWW.800HELPFLA.COM. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE.

Over the last 14 years, Soundside Splendor sponsors have helped provide solutions for thousands of at risk children in our community. Last year's party was a fun-filled, high-end occasion that entertained more than 400 attendees. The generosity, time and talent of the area's chefs, local sponsors, volunteers and auction donors are unmatched. Please join in the fun and give a life-changing gift to build bridges to success for our children in the community.








About Soundside Splendor

Soundside Splendor was started fourteen years ago by Jim Shirley, CHS Board Member and local chef, to benefit the children and youth in our community.

About Children's Home Society of Florida

As a leader in child welfare for more than 116 years, Children's Home Society of Florida has been building bridges to success for kids and family members since 1902. Since our founding, CHS has continued to grow and evolve to provide the right solutions to address the needs of children and families throughout the changing times. We open doors to new opportunities and empower children, teens and families to find and build upon strengths so they may rise above challenges and circumstances ...so they may realize their full potential. CHS serves more than 50,000 children and family members throughout the state each year, including more than 5,100 in Escambia, Santa Rosa, Okaloosa and Walton Counties.





2020 Sponsorship Form

15th annual Soundside Splendor
Sunday, May 3, 2020
Portofino Island Resort | 10 Portofino Drive, Pensacola Beach
*PLEASE respond by March 1, 2020 to maximize publicity opportunities

I want to be a sponsor of Soundside Splendor

by pledging to contribute a total of $_____.

☐ A check made payable to Children's Home Society of Florida is enclosed.

☐ Please charge my: ☐ MasterCard ☐ Visa ☐ American Express

☐ Please send me an invoice

NAME ON CARD

ACCOUNT # EXP. DATE SECURITY CODE (CVV)

SIGNATURE

SPONSORSHIP SHOULD BE LISTED AS:

NAME OF ORGANIZATION/INDIVIDUAL

STREET ADDRESS

CITY, STATE ZIP

CONTACT NAME DAYTIME PHONE #

EMAIL

Please mail the completed form to:
Children's Home Society of Florida
Attn: Caitlin Newby
1300N. Palafox St., Suite 103
Pensacola, FL 32501

CHILDREN'S HOME SOCIETY OF FLORIDA, REGISTRATION #CH180, IS REGISTERED WITH THE STATE UNDER THE SOLICITATION OF CONTRIBUTIONS ACT. 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 OR BY VISITING WWW.800HELPFLA.COM. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17279 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/07/2020
Issue: Recommendation Concerning Compensation Re-allocation for Office of Compliance & Ethics Staff
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Re-allocation of Funding for the Staff of the Office of Compliance and Ethics - Janice P. Gilley, County Administrator

That the Board approve a re-allocation of the $150,000 in funding for the staff of the Office of Compliance and Ethics (OCE). The manager has asked to continue as a Blue Arbor employee and the compensation will be reduced in order to provide funds to hire two Program Coordinators, each at a maximum of $47,500.

BACKGROUND:

The recommended re-allocation will cost less than the previously approved budget. The manager will remain on Blue Arbor payroll and his salary will be $55,000. According to the Ecambia County HR department, the new cost for the Manager through Blue Arbor provides a savings of 12% in salary and benefits. Compensation for the two program coordinators will be exactly the same as the proposed compensation for the originally approved staff members.

Re-allocation of the budgeted compensation as follows:

* MANAGER position to remain through Blue Arbor at a salary of $55,000 (budget amendment of $70,000 to provide funding for the Blue Arbor) from 110304-51201(salaries) to 110304-53401 (Other Contractual Services).
* PROGRAM COORDINATOR $47,500.
* PROGRAM COORDINATOR $47,500.

BUDGETARY IMPACT:

This action requires no additional funding.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will coordinate with Human Resources and prepare the necessary paperwork.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17272 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/07/2020
Issue: 90 & 9 Ranch Road Property
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning 90 & 9 Ranch Road Property - Janice Gilley, County Administrator

That the Board provide conceptual approval for the following terms of a settlement of the dispute with Crown Castle GT Company, LLC, (Crown Castle) regarding its communications tower on County property at 391 90 & 9 Ranch Road, and authorize the County Administrator to negotiate Agreements and submit them to the Board for approval:

1. Removal of Crown Castle's communications tower from the County property at 391 90 & 9 Ranch Road and payment of the full amount of the extension fee;

2. Sale of the County emergency communications tower (and assignment of any tower leases/licenses) and access easement on the adjacent parcel with a minimum net purchase price of $1.2 million dollars and the County retaining the right to maintain its current emergency communications equipment on the tower (together with opportunity for reasonable upgrades) at no cost to the County; and

3. The County would be allowed to locate and maintain emergency communications equipment on a tower controlled by Crown Castle at 720 South Century Boulevard in McDavid at no cost to the County; and

4.Continue to delay the filing of the lawsuit authorized by the Board on July 18, 2019.

BACKGROUND:

The property at 391 90 & 9 Ranch Road was originally owned by 90 & 9 Boys' Ranch, Inc., a Florida non-profit corporation (Boys' Ranch). Pursuant to an Easement Agreement dated April 7, 1988, Boys' Ranch permitted Pensacola MSA Limited Partnership (Pensacola MSA) to construct and maintain a communications tower on the property. According to its terms, the Easement Agreement expired in 2013 unless Pensacola MSA paid an extension fee of $16,000 (adjusted for inflation). Title to the property passed through a series of non-profit corporations and was ultimately conveyed to the County by the Escambia Charter School, Inc., in 1998. Crown Castle is the successor to Pensacola MSA and has continued to own and operate the tower since 2000. However, it never paid the extension fee due in 2013 to allow the Easement Agreement to continue through its extended term.

At the request of the County Administrator at the time, the County Attorney notified Crown Castle that it would be required to dismantle and remove its communications antenna and all improvements from the easement area. However, Crown Castle refused and continues to maintain its antenna on the County's property.

During budget hearings in 2019, the county commission determined that the 90 & 9 Boys' Ranch location would become the county's new public safety training facility as well as provide amenities to the surrounding community.

On July 18, 2019, the Board authorized the County Attorney's Office to initiate appropriate legal action to compel removal of the Crown Castle’s communication tower. At the request of the County Administrator, the County Attorney delayed the filing of the lawsuit to allow the County Administrator to pursue preliminary discussions toward resolving the dispute. Crown Castle has expressed an interest in a settlement that includes the purchase of the County’s adjacent emergency communications tower.

BUDGETARY IMPACT:

The county would receive $1.2 million to support a public safety training facility at the location.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Any resolution negotiated by the County Administrator will be reduced to a formal settlement Agreement, which the County Administrator will submit for Board approval.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17335 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/07/2020
Issue: Director of Facilities Management
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Director of Facilities Management - Janice P. Gilley, County Administrator

That the Board confirm the hiring of Cassie Boatwright as Director of Facilities Management with an annual salary of $108,586.20, a $400 monthly vehicle allowance and up to $3,000.00 for relocation expenses. This position is currently budgeted in the Fiscal Year 2019-2020.

BACKGROUND:

The position of Director of Facilities Management was advertised for 30 days. Phone interviews were conducted in December by the Interim Assistant County Administrator and department directors. The candidates were narrowed to five. Two candidates withdrew and three candidates made personal presentations at forums attended by Escambia County department directors. The candidates forums were followed by tours of the old jail and the new jail construction project. Candidates concluded with an interview with the County Administrator. After deliberation and references were contacted, Ms. Cassie Boatwright was chosen as the top candidate.

BUDGETARY IMPACT:

Position is 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 the Human Resources Department and prepare the necessary paperwork.

Attachments

Cassie Boatwright Resume

Cassie Boatwright
8851 Bryants Landing Road ♦ Stockton, Alabama 36579 ♦ Cell: (251) 923-9091 ♦ cassiecboatwright@gmail.com

November 27, 2019

Escambia County Board of County Commissioners
Department Director – Facilities Management Hiring Committee
221 Palafox Street
Pensacola, Florida 32502

Dear Hiring Committee,

I am excited to remit an application packet for the Director of the Facilities Management Department. In reading the detailed job description, I believe the culmination of my experience and education have aligned for this important position with the County. My daily goal is for continual progress and improvement by researching alternatives to the way we have always done it. Most recently I served as the Dean of Operations for Coastal Alabama Community College and previously as the Executive Director of Facilities at Bishop State Community College where I completely restructured the facilities department and processes to provide a more positive working environment while delivering services more efficiently and effectively.

Having formerly worked as the Director of Purchasing, Auxiliary, Central and Legal Services at Pensacola State College ensures I have skills in bid specification development, bidding, and contract execution. Prior to returning to the Gulf Coast in 2011, I developed a successful record of $100M+ in construction projects with on-time and under-budget projects for an Arizona school district as the Director of Facilities Management. I also successfully received $1.2M in grants and reduced workers compensation claims by 50% by developing safety training programs for the maintenance staff. It was during this time, I determined it was necessary to expand my formal education from a bachelor's in construction engineering to a master's in acquisitions and contract administration to better equip me to manage the bidding and legal compliance aspects of facilities management.

I worked for Native American tribes including the Seminole Tribe of Florida, Poarch Band of Creek Indians, and the Cocopah Indian Tribe which operate in a similar manner to county governments. My positions included Construction Manager, Director of Planning and Development, and ultimately Assistant Tribal Administrator. In the latter of these positions, I acted as the second in command over all tribal operations and oversaw 28 departments including Accounting, Marketing, Human Resources, Information Technology, Legal Services, Public Safety, and Facilities.

Understanding the County has a preference for candidates with credentials such as a Certified Facilities Manager or USGBC/LEEDS, I have registered and paid for both exams. I seek to continue my successful and ethical track record of managing budgets, supervising and mentoring staff, and maintaining effective professional communication. I am certain I can hit the ground running for Escambia County and be a valuable asset.

Respectfully Submitted,

Cassie Boatwright

Cassie Boatwright

8851 Bryants Landing Road ♦ Stockton, Alabama 36579 ♦ Cell: (251) 923-9091 ♦ cassiecboatwright@gmail.com

PROFESSIONAL EXPERIENCE

Coastal Alabama Community College — 01/2019-09/2019

Dean of Operations

- Manage all aspects of construction, maintenance, grounds, and custodial operations for 14 campuses encompassing 1.1M square feet of conditioned space across 633 acres
- Compile input from various constituents to create a comprehensive facilities master plan for construction projects
- Determine immediate and long-range infrastructure needs, prepare construction estimates and timelines, and develop team to complete construction projects
- Develop bid specifications for various projects, equipment purchases, and service provider agreements

Bishop State Community College — 01/2017-01/2019

Executive Director of Facilities

- Manage, plan, and monitor the college's facilities operations that include, construction and renovation on active campuses, building and grounds maintenance, central utilities, custodial operations, and fleet vehicle maintenance
- Monitor the preparation and administration of an annual budget, as well as the overall operation and activities of the department
- Direct and manage the development of the facilities master plan and coordinate projects for infrastructure needs
- Retain and submit documentation for state reporting including facilities inventory report
- Serve as the liaison for the department and communication with architects, engineers, and contractors for projects

Pensacola State College — 06/2012-01/2017

Director of Purchasing, Auxiliary, and Central Services

- Direct procurement, centralized receiving/distribution, courier, and central store operations for six campuses
- Create and implement complex purchasing policies and procedures
- Identify suppliers, prepare specifications, request quotes, and conduct hearings for commodities, services, and construction bids, request for proposals for architects and engineers, and conduct negotiations
- Auxiliary operations include revenue generating divisions of the college bookstore, vending, and food service
- Serve as the manager of legal services including contract generation, review, and negotiation

University of South Alabama — 02/2011-06/2012

Purchasing Analyst

- Administered contracts, bid specifications, and supplier management
- Coordinated daily purchasing department operations including overseeing staff and vendor performance, improving procurement processes and conducting cost comparisons and value analysis
- Analyzed various department operations outside of purchasing to streamline processes for improved efficiencies
- Created a system for contract databases
- Performed audit of accounts payable to determine contract compliance and strategic souring opportunities

Yuma Union High School District — 06/2007-11/2010

Director of Facilities Management

- Directed the maintenance, custodial, and grounds operations of district facilities ensure compliance with state and local standards for safety and building code compliance with a staff of 80 employees at 7 campuses
- Controlled all new, renovation, and repair constructions projects from inception through closeout and warranty
- Managed a $70M bond budget, tracked expenses, and ensured allocations were within budget limits
- Created a safety program for maintenance employees
- Administered the Federal Readiness and Emergency Management Grant
- Negotiated with governmental agencies reducing expenditures by 17%
- Developed capital improvement budgets with both 3 and 5 year analysis for state reporting

Cocopah Indian Tribe 10/2006-06/2007

Assistant Tribal Administrator

- Second in command over tribal operations, supervised 28 department directors and oversaw the strategic research of budget policy and procedures to create standard operating processes
- Sole individual responsible for grant writing and term-end reporting and analysis
- Presented various administrative issues to the tribal council and committees to determine the best strategy for resolution
- Managed the entire budget process from departmental request to tribal council review and uploading within accounting system
- Provided oversight to the public works department for the approval of orders and project scope authorization

Seminole Tribe of Florida 09/2004-10/2006

Director of Planning and Development, Fort Pierce Reservation

- Coordinated infrastructure projects, conducted need assessments, and resolved conflicts
- Provided citizen feedback, monitored programs, and worked toward tribal goals
- Communicate between various departments including public works, public safety, and administration to keep projects on target

Poarch Band of Creek Indians 10/2003-08/2004

Draftsman/Surveyor

- Assisted in the drafting of buildings and facilities through AutoCad
- Provided assistance in the Public Works Department with surveying of properties

EDUCATION

Education Specialist, Curriculum and Instruction, University of West Florida, 2016
Master of Science, Public Administration Acquisition and Contract Administration, University of West Florida, 2011
Bachelor of Science, Construction Engineering, University of West Florida, 2006

OF NOTE

Certified Government Financial Manager (CGFM) ♦ Florida Certified Contract Negotiator
Former Baldwin County Planning and Zoning Commissioner ♦ Rising Star of Pensacola, 2013
2014 PSC President's Leadership Institute Graduate ♦ Florida Certified Contract Manager
Presenter, Arizona Parks and Recreation Annual Meeting, Effective Construction Collaboration Projects
Arizona Parks and Recreation, Construction Project of the Year Awardee, 2009

REFERENCES

Patrice Whitten, *Executive Director Alumni Affairs/Assistant to the President*, Pensacola State College (850) 484-1714
Dan Busse, *Dean of Workforce Education*, Pensacola State College (850) 484-1158
Gina Thompson, *Superintendent*, Yuma Union High School District (928) 502-4600
Dr. Jean Graham, *Dean of Allied Health*, Coastal Alabama Community College (251) 978-0692

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17332 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/07/2020
Issue: Discussion of Unlawful Harassment Policy
From: Jeff Bergosh, Commissioner, District 1
Organization: Commissioner, District 1
CAO Approval:

RECOMMENDATION:
Unlawful Harassment Policy - Commissioner Jeff Bergosh, District 1

That the Board discuss the Unlawful Harassment Policy.

BACKGROUND:
The purpose of the Equal Opportunity Plan Policy is to implement the Equal Employment Opportunity Policy Statement, the Unlawful Harassment Policy, and the requirements of the U.S. Department of Justice as recipients of grants and federal funding.

The purpose of this policy is to set forth the organization's procedures for preventing sexual harassment and for investigating and resolving allegations of sexual harassment, and also to ensure compliance with Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990, and Chapter 760, Florida Statutes.

Equal Opportunity Plan Policy, Section II, Part C.8, was adopted on August 21, 2008. An amendment was made on April 17, 2018 to delete Section IV.B., Unlawful Harassment Policy and Complaint Form. Following a negotiated settlement Agreement with the EEOC that was approved by the Board on September 6, 2018, the updated anti-harassment policy provided clear, multiple avenues for employees to make complaints, whether in writing or orally. The most recent Board approval for this policy was on November 1, 2018.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Department will maintain and implement updated policies as they are approved.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17308 **County Attorney's Report 10. 1.**
BCC Regular Meeting **Action**
Meeting Date: 01/07/2020
Issue: Retention of Outside Counsel
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Retention of Outside Counsel.

That the Board take the following actions:

A. Ratify the County Attorney's execution of the retention letter dated December 19, 2019, that retained Nabors Giblin & Nickerson P.A. to represent Escambia County and Commissioner Underhill in his official capacity only with regards to two pending civil cases; and

B. Ratify the withdrawal of the County Attorney's Office and the Substitution of Nabors Giblin & Nickerson in federal case 3:19-cv-044240MCR/EMT; and

C. Authorize Nabors Giblin & Nickerson to represent Escambia County in state case 2019 CA 002004.

BACKGROUND:
David Bear has brought two lawsuits against Escambia County, Commissioner Underhill in his official capacity and Douglas Underhill in his personal capacity that are related to Florida's Public Records Act and certain Civil Rights claims. The County Attorney and at least two of her staff are necessary witnesses to factual matters in the cases, creating a conflicting situation requiring the retention and substitution of outside counsel. Nabors Giblin & Nickerson P.A. specializes in local government legal issues and has agreed per the attached retention letter to provide representation to the County and the Commissioner in his official capacity.

BUDGETARY IMPACT:

Internal Services 501 Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Retention Letter
County's Motion to Withdraw - Case No.: 3:19-cv-04424-MCR/EMT
Notice of Appearance - Case No.: 3:19-cv-4424-MCR/EMT
Notice of Appearance - Case No.: 2019 CA 002004

TALLAHASSEE
1500 Mahan Drive
Suite 200
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

Reply to Tallahassee

Nabors Giblin & Nickerson P.A.
ATTORNEYS AT LAW

TAMPA
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

FORT LAUDERDALE
110 East Broward Boulevard
Suite 1700
Fort Lauderdale, Florida 33301
(954) 315-3852 Tel

December 19, 2019

Via Electronic Mail

Alison Rogers
Escambia County Attorney
221 Palafox Place, Suite 430
Pensacola, Florida 32502
alison_rogers@myescambia.com

Re: David Bear v. Escambia County Board of County Commissioners, et al.
Case No. 3:19-cv-04424-MCR/EMT (USDC – ND – Pensacola Div.)
David Bear v. Escambia County Board of County Commissioners, et al.
Case No. 2019 CA 002004 (1st Judicial Circuit, Escambia County)

Dear Ms. Rogers:

This correspondence shall serve as confirmation that Nabors, Giblin & Nickerson, P.A. (the "Firm") would be pleased to provide representation to Escambia County and Commissioner Douglas Underhill in his official capacity in two separate actions. The first action is David Bear v. Escambia County Board of County Commissioners, et al., Case No. 3:19-cv-04424-MCR/EMT (the "Federal Court Action"), which is currently pending in the United States District Court, Northern District of Florida. The second action is David Bear v. Escambia County Board of County Commissioners, et al., Case No. 2019 CA 002004 (the "State Court Action"), which is pending in the Circuit Court of the First Judicial Circuit in and for Escambia County. We propose to charge fees for legal services rendered based upon hours expended at the following rates:

Firm Partners	$275 per hour
Firm Associates	$210 per hour

Time spent in travel would not be billed.

In addition to the compensation specified above, we would request that expenses incurred which are directly related to the provision of services be reimbursed, including, but not limited to: copy and fax costs, long distance telephone costs, express mail and on-line research expenses. Travel expenses, though not anticipated in this representation, would be reimbursed in accordance with the provisions governing the travel of public officers and employees contained in Section

112.061, Florida Statutes.

Presently, there are claims against Commissioner Underhill in the Federal Court Action in both his official and individual capacity. The scope of this representation does not encompass, nor will our Firm be able to represent Commissioner Underhill in his individual capacity and also represent Escambia County. In the event that it is determined that the interests of Commissioner Underhill are in the nature of actions in his individual capacity or his interests are adverse or in conflict with the interests of Escambia County, then the Firm will notify you and we will withdraw from our representation of Commissioner Underhill and continue only with our representation of Escambia County.

We appreciate your consideration of our Firm for representation in this matter. Should any additional information be required, please feel free to contact me. If the terms of the representation are acceptable, we would appreciate it if you would sign a copy of this letter and return a copy to us.

Sincerely,

Gregory T. Stewart

GTS:pad

ACCEPTED ON BEHALF OF
ESCAMBIA COUNTY, FLORIDA

BY: _____
Alison Rogers, County Attorney

Date: 12/19/19

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

DAVID BEAR,

Plaintiff,

CASE NUMBER: 3:19-cv-04424-MCR/EMT

v.

ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS AND
DOUGLAS UNDERHILL,

Defendants.

MOTION TO WITHDRAW AND TO ALLOW SUBSTITUTION OF COUNSEL

Defendants, Escambia County Board of County Commissioners and Douglas Underhill, in his official capacity, move to allow the Escambia County Attorney Office to withdraw from further representation of them and to permit the substitution of Nabors, Giblin & Nickerson, P.A. law firm in its stead for the following good cause:

GOOD CAUSE

Alison Rogers, County Attorney, Kristin D. Hual, Senior Assistant County Attorney and Alain Espinosa, Program Coordinator, are members of the Escambia County Attorney Office who have personal knowledge concerning the public records requests and responses thereto that are the subject of Counts I through IV of the amended complaint. There are factual

and legal issues concerning the receipt of public records requests, responses to those requests and whether County acted as a public records custodian for Commissioner Underhill's Facebook pages. *See* R. Regulating Fla. Bar 4-3.7(a) (lawyer shall not be an advocate at trial when he or she will be a necessary witness on behalf of a client).

In addition, Ms. Rogers has had confidential legal discussions with Commissioner Underhill concerning the issues of this case. Commissioner Underhill had an expectation that these discussions be privileged and remain confidential unless and until waived by him. R. Regulating Fla. Bar 4-1.9 requires that information acquired during the course of representing a client may not be used by a lawyer to the disadvantage of the former client. This Court has granted the motion to withdraw of the undersigned and of this office from further representation of Douglas Underhill in his individual capacity. Ms. Rogers and this office will continue to provide advice to the Board during the course of this litigation and are obligated not to disclose any confidential legal advice or discussions by and between Commissioner Underhill.

Douglas Underhill is a duly elected Commissioner of the Board of County Commissioners and continues to fulfill that role and function. Pursuant to the R. Regulating Fla. Bar 4-1.13(a), this office represents the County through its duly elected commissioners. A lawyer can only represent

individual constituents or, here, commissioners, only if the Board consents to the dual representation. The defenses interposed by the Board in response to this lawsuit as well as the now "denied as moot" motion to dismiss reflect that the interests of the Board may diverge from the interests of Commissioner Underhill in his individual capacity. This divergence of legal interests would place this office in an untenable situation when providing advice to the Board concerning this litigation when one of its members may have a different legal interest.

The law firm of Nabors, Giblin & Nickerson, P.A. through its partner, Gregory Stewart, has agreed to represent Escambia County Board of County Commissioners and Douglas Underhill in his official capacity and are willing to enter into a stipulation for substitution of counsel to be approved by this Court. An executed stipulation for substitution of counsel will be filed separately from this motion.

CERTIFICATE OF CONFERENCE OF COUNSEL PURSUANT TO N.D. LOC. R. 7.1(B)

The undersigned has conferred with J.J. Talbott, counsel for Plaintiff, and with Edward Fleming, counsel for Douglas Underhill in his individual capacity, and they have no objection to this office withdrawing from representation of County and Douglas Underhill in his official capacity and the substitution of the Nabors, Giblin & Nickerson, P.A. law firm in place of

this office.

CONCLUSION

Upon the filing of an executed stipulation for substitution of counsel, this office, through the undersigned Deputy County Attorney, requests that the Court enter an order relieving this office of any further obligation of representation of the Board of County Commissioners of Escambia County, Florida and Douglas Underhill in his official capacity and allow the substitution of counsel as proposed.

Respectfully submitted,

Escambia County Attorney Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970
(850) 595-4979 - Facsimile

/s/ Charles V. Peppler
By: Charles V. Peppler, Deputy County Attorney
Florida Bar No.: 239739
Attorneys for Defendants Escambia County
Board of County Commissioners and
Douglas Underhill in his official capacity
cpeppler@co.escambia.fl.us
kcchappell@co.escambia.fl.us
kmhill@myescambia.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of December 2019, the foregoing document was furnished by Electronic mail to: Jeremiah J. Talbott, Law Offices of Jeremiah J. Talbott, P.A., 900 East Moreno Street, Pensacola, FL 32503, Attorneys for Plaintiff at jjtalbott@talbottlawfirm.com and

civilfilings@talbottlawfirm.com and to Douglas Underhill, 14306 River Road, Pensacola, FL 32507, at DigDug15@gmail.com and to Edward P. Fleming, McDonald, Fleming, Moorhead, P.O. Box 12388, Pensacola, FL 32591-2388, Attorneys for Douglas Underhill in his individual capacity at epfleming@pensacolalaw.com.

/s/ Charles V. Peppler
By: Charles V. Peppler, Deputy County Attorney
Florida Bar No.: 239739

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

DAVID BEAR,

Plaintiff,

vs. CASE NO. 3:19cv4424-MCR-EMT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS; and DOUGLAS UNDERHILL,

Defendants.
_____/

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that GREGORY T. STEWART, of NABORS, GIBLIN & NICKERSON, P.A., hereby file his Notice of Appearance as counsel on behalf of Defendants ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS; and DOUGLAS UNDERHILL, in his official capacity, in connection with any and all proceedings in the above-styled cause. Copies of any and all pleadings, motions, memoranda, orders and other case-related documents should be furnished by ECF or other delivery, as appropriate, to the undersigned attorney of record.

Respectfully submitted,

/s/ Gregory T. Stewart
GREGORY T. STEWART
Florida Bar No. 203718
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Post Office Box 11008
Tallahassee, Florida 32302
(850) 224-4070
(850) 224-4073 (Facsimile)
gstewart@ngnlaw.com
legal-admin@ngnlaw.com

ATTORNEY FOR DEFENDANTS ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS and DOUGLAS UNDERHILL, in his official capacity

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 19, 2019, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF and copies have been furnished via CM/ECF.

JEREMIAH J. TALBOTT, ESQUIRE
TRAVIS P. LAMBERT, ESQUIRE
Law Offices of Jeremiah J. Talbott, P.A.
900 East Moreno Street
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jjtalbott@talbottlawfirm.com
tplambert@talbottlawfirm.com
civilfilings@talbottlawfirm.com
ATTORNEYS FOR PLAINTIFFS

DOUGLAS UNDERHILL
14306 River Road
Pensacola, Florida 32507
DigDug15@gmail.com

EDWARD P. FLEMING, ESQUIRE
McDonald, Fleming, Moorhead
Post Office Box 12388
Pensacola, Florida 32591-2388
epfleming@pensacolalaw.com
ATTORNEYS FOR DEFENDANT DOUGLAS UNDERHILL, in his individual capacity

/s/ Gregory T. Stewart
GREGORY T. STEWART

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

DAVID BEAR,

Plaintiff,

vs. CASE NO. 3:19cv4424-MCR-EMT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS; and DOUGLAS UNDERHILL,

Defendants.
_____/

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that HEATH R. STOKLEY, of NABORS, GIBLIN & NICKERSON, P.A., hereby file his Notice of Appearance as counsel on behalf of Defendants ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS; and DOUGLAS UNDERHILL, in his official capacity, in connection with any and all proceedings in the above-styled cause. Copies of any and all pleadings, motions, memoranda, orders and other case-related documents should be furnished by ECF or other delivery, as appropriate, to the undersigned attorney of record.

Respectfully submitted,

/s/ Heath R. Stokley
HEATH R. STOKLEY
Florida Bar No. 183644
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Post Office Box 11008
Tallahassee, Florida 32302
(850) 224-4070
(850) 224-4073 (Facsimile)
hstokley@ngnlaw.com
legal-admin@ngnlaw.com

ATTORNEY FOR DEFENDANTS ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS and DOUGLAS UNDERHILL, in his official capacity

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 19, 2019, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF and copies have been furnished via CM/ECF.

JEREMIAH J. TALBOTT, ESQUIRE
TRAVIS P. LAMBERT, ESQUIRE
Law Offices of Jeremiah J. Talbott, P.A.
900 East Moreno Street
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tplambert@talbottlawfirm.com
civilfilings@talbottlawfirm.com
ATTORNEYS FOR PLAINTIFFS

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14306 River Road
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DigDug15@gmail.com

EDWARD P. FLEMING, ESQUIRE
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Post Office Box 12388
Pensacola, Florida 32591-2388
epfleming@pensacolalaw.com
ATTORNEYS FOR DEFENDANT DOUGLAS UNDERHILL, in his individual capacity

/s/ Heath R. Stokley
HEATH R. STOKLEY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

DAVID BEAR,

Plaintiff,

vs. CASE NO. 3:19cv4424-MCR-EMT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS; and DOUGLAS UNDERHILL,

Defendants.
_____/

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that ELIZABETH DESLOGE ELLIS, of NABORS, GIBLIN & NICKERSON, P.A., hereby file her Notice of Appearance as counsel on behalf of Defendants ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS; and DOUGLAS UNDERHILL, in his official capacity, in connection with any and all proceedings in the above-styled cause. Copies of any and all pleadings, motions, memoranda, orders and other case-related documents should be furnished by ECF or other delivery, as appropriate, to the undersigned attorney of record.

Respectfully submitted,

/s/ Elizabeth Desloge Ellis
ELIZABETH DESLOGE ELLIS
Florida Bar No. 97873
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Post Office Box 11008
Tallahassee, Florida 32302
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eellis@ngnlaw.com
legal-admin@ngnlaw.com

ATTORNEY FOR DEFENDANTS ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS and DOUGLAS UNDERHILL, in his official capacity

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 19, 2019, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF and copies have been furnished via CM/ECF.

JEREMIAH J. TALBOTT, ESQUIRE
TRAVIS P. LAMBERT, ESQUIRE
Law Offices of Jeremiah J. Talbott, P.A.
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tplambert@talbottlawfirm.com
civilfilings@talbottlawfirm.com
ATTORNEYS FOR PLAINTIFFS

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Pensacola, Florida 32507
DigDug15@gmail.com

EDWARD P. FLEMING, ESQUIRE
McDonald, Fleming, Moorhead
Post Office Box 12388
Pensacola, Florida 32591-2388
epfleming@pensacolalaw.com
ATTORNEYS FOR DEFENDANT DOUGLAS UNDERHILL, in his individual capacity

/s/ Elizabeth Desloge Ellis
ELIZABETH DESLOGE ELLIS

Filing # 100598164 E-Filed 12/19/2019 03:20:03 PM

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

DAVID BEAR,

Plaintiff,

vs. CASE NO. 2019-CA-002004

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS; and DOUGLAS UNDERHILL,

Defendants.
_____/

DEFENDANTS ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND DOUGLAS UNDERHILL'S NOTICE OF APPEARANCE AND DESIGNATION OF ELECTRONIC MAIL ADDRESSES

PLEASE TAKE NOTICE that GREGORY T. STEWART, HEATH R. STOKLEY and ELIZABETH DESLOGE ELLIS, of the Law Firm of Nabors, Giblin & Nickerson, P.A., hereby file their Notice of Appearance as counsel on behalf of Defendants ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS and DOUGLAS UNDERHILL, in his official capacity, in connection with any and all proceedings in the above-styled cause.

PLEASE TAKE FURTHER NOTICE that Defendants ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS and DOUGLAS UNDERHILL, in his official capacity, by and through its undersigned counsel, and pursuant to Florida Rule of Judicial Administration 2.516(b)(1)(A), hereby designates the undersigned attorneys' electronic mail addresses for this matter as follows:

Gregory T. Stewart - Primary Electronic Mail Address: gstewart@ngnlaw.com

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Respectfully submitted,

/s/ Gregory T. Stewart

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ATTORNEYS FOR DEFENDANTS ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS and DOUGLAS UNDERHILL, in his official capacity

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by Electronic Mail via the Florida Courts E-Filing Portal, as authorized by Fla. R. Jud. Admin. 2.516, on this 19th day of December, 2019, to:

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ATTORNEYS FOR DEFENDANT DOUGLAS UNDERHILL, in his individual capacity

/s/ Gregory T. Stewart
GREGORY T. STEWART

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17310 **County Attorney's Report 10. 2.**
BCC Regular Meeting **Action**
Meeting Date: 01/07/2020
Issue: Amendment to the Terms Creating the Office of Compliance and Ethics
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Amendment to the Terms Creating the Office of Compliance and Ethics.

That the Board accept amendments to the terms creating the Office of Compliance and Ethics, as previously seen by the Board at its November 18, 2019, Board meeting.

BACKGROUND:
At its November 18, 2019, regular meeting, the Board blessed a Director of the Office of Compliance and Ethics and saw in the backup of that item terms creating the office and setting forth the powers and duties of that office. The attached amendments to those terms reflects legal review and consideration of the legal limitations on powers of such office.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

DRAFT - Policy with changes

CLEAN - Policy

MANAGEMENT OF THE UNIT:

OCE Manager - $70,000 Compliance Officer - $50,000 Admin. Asst. - $32,000

I. CREATION OF THE OFFICE OF COMPLIANCE AND ETHICS

There is hereby created within the County Administrator's Office, the Office of Compliance and Ethics (OCE) 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.

II. PURPOSE

The purpose of this policy is to establish a full-time program of investigation and performance review; through oversight, ensuring transparency and ethical conduct in operations and compliance with the policies of the Board of County Commissioners within all departments of Escambia County government.

III. POLICY INTENT

The intent of this policy is to create a wholly independent Office of Compliance and Ethics to conduct investigations and systematic reviews in accordance with those professional standards that relate to the fields of investigation and reviews in government environments. Furthermore, this department shall ensure there is no conflict with county policies, ordinances, and codes. The Office will also ensure county employees are operating with consistency under these policies, ordinances, and codes, as well as adhering to ethical standards of conduct.

IV. APPOINTMENT

The Manager of the Office of Compliance and Ethics shall be appointed by the County Administrator. The Manager is to be selected without regard to political affiliation and based on integrity, capability for strong leadership, and demonstrated understanding of law, local government operations, management analysis, public administration, investigation, or criminal justice administration.

V. TERM OF OFFICE

The Manager of the Office of Compliance and Ethics for Escambia County Florida shall be appointed for a term of 4 years, which may be renewed at the discretion of the County Administrator.

VI. REMOVAL FROM OFFICE

The Manager of the Office of Compliance and Ethics may be removed from office for cause within the 4-year appointment by the County Administrator, who will inform the

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Board of County Commissioners the reasons for removal of the appointment.

VII. RESOURCES

The Office of Compliance and Ethics will be funded from the general fund of Escambia County with annual appropriation for each year. The County Administrator shall establish the organizational structure appropriate to carrying out the responsibilities and functions of the office.

The Manager of the Office of Compliance and Ethics, within the established budget, shall have the authority to appoint, employ, promote, and remove such assistants, employees, and personnel as deemed necessary for the efficient and effective administration of the Department. Within budget limitations, the Manager may obtain the services of Certified Public Accountants, qualified management consultants, or other professional experts, and subject matter experts, necessary to independently perform the functions of the office.

VIII. ORGANIZATIONAL PLACEMENT

The Office of Compliance and Ethics reports to the County Administrator. It is operationally independent from the Board of County Commissioners. The appointing authority, or the Board of County Commissioners shall not prevent, impair, or prohibit the Office of Compliance and Ethics from initiating, carrying out, or completing any systematic review or investigation.

No county employee, or contractor working within or on behalf of a department of Escambia County, shall attempt to use influence, to prevent, impair or prohibit the Office of Compliance and Ethics from initiating, carrying out, or completing any systematic review, investigation, or review.

IX. RECORDS DISCLOSURE

The Office of Compliance and Ethics reviews and investigative reports shall be public records to the extent that they do not include information that has been made confidential and exempt from release to the public in accordance with Florida statutes. During the review and investigation activities, all records will be considered deliberative in process and not available for outside review. Similarly, the Office of Compliance and Ethics shall maintain the confidentiality of any public record(s) that are made confidential by law and shall be subject to the same penalties as the custodian of those public records for violating confidentiality statutes. Overall, efforts will be made to protect the privacy of individuals or employees wherever possible without interfering in the judicial or administrative processes initiated to protect the public. The Office of Compliance and Ethics will follow the policy of Escambia County as it relates to the release of public records.

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X. REPORTING OFFICE ACTIVITIES

The Manager of the Office of Compliance and Ethics will report the findings of the Offices' work to the Department Manager of the investigated or reviewed department, as well as to the County Administrator. The Office of Compliance and Ethics shall also report criminal investigative matters to the appropriate law enforcement agencies.

The Office of Compliance and Ethics shall immediately report in writing, to the County Administrator, whenever the Department becomes aware of particularly serious or flagrant problems, abuses, or deficiencies related to the administration of programs and operations of any of the county departments or receives interference with the Office of Compliance and Ethics operations. The County Administrator shall transmit the report and require the affected Department Manager, to respond to the report within 7 calendar days of the inquiry. The County Administrator, on receipt of the response from the affected Department Manager, will determine if any further action should be taken by the Office of Compliance and Ethics.

Within 60 days of the end of each fiscal year, the Manager of the Office of Compliance and Ethics shall issue an annual report that separately lists investigations and reviews and other investigative or assistance efforts completed during the prior fiscal year. The report shall describe accomplishments of the Office. Copies of the report shall be provided to the County Administrator who may provide to each member of the Board of County Commissioners, as well as any oversight bodies interested in the activities of the Office.

XI. AUTHORITY

The Office of Compliance and Ethics is authorized to engage in the following specific functions:

A) Review, inspect, evaluate, the processes involved in contracts, procurements, grants, agreements, and other financial arrangements undertaken by any department in any other function, activity, process, or operation conducted under the authority of the County Administrator.

B) Review Innovations and best practices in county government operations, activities, policies and procedures and provide recommendations.

C) Conduct civil and administrative investigations and reviews, as well as ~~assist in~~ act as a liaison during criminal investigations.

D) Provide information and evidence that relates to criminal acts to appropriate law enforcement officials.

E) Ensure the Escambia County Code of Ethics, Section II; C26 are being followed by all employees and contractors of Escambia County, Florida.

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F) Review the economy, efficiency, and effectiveness of the County's operations and functions and conduct reviews of the County's performance measurement system.

G) Review of the reliability and validity of the information provided by the County's performance measures and standards.

H) Initiate such review of operations of any department of Escambia County government as deemed appropriate.

I) Receive and investigate complaints from any source or upon its own initiative concerning alleged abuses, frauds and service efficiencies including deficiencies in the operation and maintenance of facilities.

J) Engage in prevention activities, including but not limited to review of legislation; review of rules, regulations, policies, procedures, and transactions, training, and education.

K) Recommend remedial actions to be taken by any department to overcome or correct operating or maintenance deficiencies and inefficiencies that were identified by the Office.

L) Issue public reports as previously set forth.

M) Monitor implementation of recommendations made by the Office and audit agencies.

N) Establish policies and procedures to guide functions and processes conducted by the Office of Compliance and Ethics.

0) Ensure all policies, ordinances, rules, and codes of Escambia County, are not conflicting.

P) Maintain information regarding the cost of investigations and cooperated with appropriate administrative and prosecutorial agencies in recouping such costs from nongovernmental entities involved in willful misconduct.

XII. POWERS

The Office of Compliance and Ethics is provided the following powers to accomplish the intent of this policy:

~~A)~~ The right to obtain full and unrestricted access <u>where allowed by law</u> to all records, information data, reports, plans, projections, matters, contracts, memoranda, corresponding and any other materials, including electronic data of any department or any other organization that may be involved with the Department. ~~This power supersedes any claim of privilege.~~

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B) The authority to administer oaths or affirmations, take testimony ~~and compel the production of~~ and gather such books, papers, records, and documents, including electronic data as it is deemed to be relevant to any inquiry, investigation and review undertaken pursuant to this writing, as allowed by law.

C) Have access to any employee, agent, or contractor, when necessary for purposes related to the work of the office of compliance and ethics.

XIII. PROFESSIONAL STANDARDS

Reviews, investigations, and inspections conducted by the Office of Compliance and Ethics will conform to professional standards such as those promulgated by the Association of Inspectors General.

Operational policies of the Department will conform to professional standards such as those promulgated by the Florida Commission for Law Enforcement Accreditation.

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