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 – April 2, 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?

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

5. Commissioners' Forum.

6. 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?

<u>Recommendation:</u> 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.

7. Public Hearings:

That the Board take the following action:

- A. Reschedule the April 2, 2020, 5:31 p.m. Public Hearing for consideration of the Petition to Vacate a Utility and Drainage Easement, located at 2318 Copter Road, as petitioned by Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr. Revocable Living Trust, meeting date and time to be determined;
- B. Reschedule the April 2, 2020, 5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Makenna Estates Street Lighting MSBU, to May 7, 2020, 5:32 p.m.;
- C. Reschedule the April 2, 2020, 5:33 p.m. Public Hearing for consideration of adopting an Ordinance creating the Sonoma Ridge Street Lighting MSBU, to May 7, 2020, 5:31 p.m.;
- D. Reschedule the April 2. 2020, 5:35 p.m. Public Hearing for the Consideration of the Petition to Vacate Two Drainage Easements located in the 7200 Block of Hilburn Road, as petitioned by SNS Iron Rock LLC, represented by its agent, Rodney Sutton, meeting date and time to be determined;
- E. Reschedule the April 2, 2020, 5:45 p.m. Public Hearing CIP Ordinance, meeting date and time to be determined; Summary: The purpose of this ordinance is to fulfill the requirements of Section163.3177(3)(b), Florida Statutes and Objective CIE 1.2, Five-Year Schedule, Escambia County Comprehensive Plan: 2030 by adopting the 2019-2023 update to the Five-Year Schedule of Capital Improvements.
- F. Reschedule the April 2, 2020, 5:46 p.m. Public Hearing LSA-2019-05 7045 Pine Forest Road (first of two public hearings), meeting date and time to be determined:

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

G. Reschedule the April 2, 2020, 5:47 p.m. Public Hearing Perdido Landfill - Renewal of Concrete Recycling Facility Permit, meeting date and time to be determined;

Summary: Review and approve, modify, or deny the renewal of a permit for a

concrete recycling facility located at 13009 Beulah Road.

- H. Reschedule the April 2, 2020, 5:48 p.m. Public Hearing Brickton Borrow Pit Permit Renewal, meeting date and time to be determined; and Summary: Review and approve, modify, or deny the renewal of a permit for a borrow pit located at 8800 N. Highway 29.
- I. Reschedule the April 2, 2020, 5:49 p.m., Public Hearing Eager Beaver Recycling Permit Renewal, meeting date and time to be determined. Summary: Review and approve, modify, or deny the renewal of a permit for a concrete recycling facility located at 2170 Longleaf Drive.

8. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In

The Office Of The Clerk To The Board

Ernie Lee Magaha Government Building, Suite 110

- I. Consent Agenda
- 1. Recommendation Concerning Acceptance of TDT Collection Data for the January 2020 Returns Received in February 2020

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collection Data for the January 2020 returns received in the month of February 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the fifth month of collections for the Fiscal year 2020; total collections for the month of January 2020 returns was \$487,261.36; this is a 4.48% increase from January 2019 returns; total collections year to date are .52% more than the comparable time frame in Fiscal Year 2019.

2. Recommendation Concerning Acceptance of the February 29, 2020, Investment Report.

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended February 29, 2020, as required by Ordinance Number 95-13. On February 29, 2020, the portfolio market value was \$359,333,865 and portfolio earnings totaled \$615,675 for the month. The short term portfolio achieved a yield of 1.81%. The long-term CORE portfolio achieved a yield of 1.05%.

3. Recommendation Concerning the Acceptance of a Document Relating to a State of Local Emergency

That the Board accept, for filing with the Board's Minutes, the Resolution [R2020-24] Declaring a State of Local Emergency due to the imminent threat posed by COVID-19, dated March 16, 2020.

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

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

- A: Accept, for filing with the Board's Minutes, the Reports of the Agenda Work Session and the Gary Sansing Public Forum held March 5, 2020;
- B. Approve the Minutes of the Regular Board meeting held March 5, 2020;
- C. Approve the Minutes of the Attorney-Client Session held March 12, 2020;
- D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held March 12, 2020; and
- E. Approve the Minutes of the Special BCC meeting held March 20, 2020.

COUNTY ADMINISTRATOR'S REPORT

- I. Technical/Public Service Consent Agenda
- Recommendation Concerning Community Redevelopment Agency Meeting <u>Minutes, March 5, 2020 - Clara Long, Interim Neighborhood & Human Services Department Director</u>

That the Board accept for filing with the Board's Minutes, the March 5, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

 Recommendation Concerning Amendment to Interlocal Agreement between the City of Pensacola and Escambia County, Florida for Exchange of Solid Waste Services - Clara Long, Interim Neighborhood & Human Services Department Director, and Patrick T. Johnson, Waste Services Director

That the Board approve the Amendment to Interlocal Agreement between the City of Pensacola and Escambia County, Florida, for Exchange of Solid Waste Services, amending Article 2, Neighborhood Cleanups and Yard Trash Disposal, Paragraph 2.1.

This Amendment changes the scheduled cleanup day from Wednesdays to Fridays and increases the County cleanup area from 600 to 1200 homes, at no cost to County Environmental Code Enforcement, in exchange for the County providing disposal of City residential vegetative waste, at no cost to the City.

3. Recommendation Concerning the Request for Disposition of Property for the Roads and Bridges Department and Pensacola Beach Public Works

Department - Wes Moreno, Public Works Department Director

That the Board approve the two Request for Disposition of Property Forms. The Request Forms have been signed by all applicable authorities.

4. Recommendation Concerning the Request for Disposition of Property for the Corrections Department, Work Annex Division and the Jail - William R. Powell, Corrections Department Director

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

5. Recommendation Concerning the Request for Disposition of Property for the Office of Management and Budget, - Stephan Hall, Budget Manager, Management and Budget Services.

That the Board approve the one Request for Disposition of Property Form for the Office of Management and Budget for one Bizhub C352 Serial Number 311702282, ID F2503 Copier. The copier has reached the end of its service life, is no longer functioning, and is now of no value. Due to the condition of the item, we are requesting it be declared surplus and disposed of properly. 6. Recommendation Concerning the State of Florida Department of
Transportation Assignment Agreement for State Road 292 (Perdido Key Drive)
from the Alabama State Line to the West Entrance of Perdido Key State Park
and the State of Florida Department of Transportation Assignment Agreement
for State Road 292 from West of Perdido Key State Park Entrance to Gongora
Drive for Design Services for a Bike Path/Multi-Use Trail for State Road 292 Joy Jones, P.E. Engineering Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Assignment Agreements:

- A. Approve the State of Florida Department of Transportation Assignment Agreement for Perdido Key Drive from the Alabama State Line to the West Entrance of Perdido Key State Park;
- B. Approve the State of Florida Department of Transportation Assignment Agreement for Perdido Key Drive from West of Perdido Key State Park Entrance to Gongora Drive; and
- C. Adopt the Resolutions authorizing the Chairman to sign the State of Florida Department of Transportation Assignment Agreements.

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

Documents (Exhibits) relating to the Assignment Agreement for Perdido Key Drive from the Alabama State Line to the West Entrance of Perdido Key State Park:

- Exhibit A Standard Professional Services Agreement Perdido Key Drive from the Alabama State Line to the West Entrance of Perdido Key State Park
- Exhibit B Amendment 1
- Exhibit C Amendment 2
- Exhibit D Amendment 3

Documents (Exhibits) relating to the Assignment Agreement for Perdido Key Drive from West of Perdido Key State Park Entrance to Gongora Drive:

- Exhibit A Standard Professional Services Agreement for Perdido Key Drive from West of Perdido Key State Park Entrance to Gongora Drive
- Exhibit B Amendment 1

7. Recommendation Concerning Park License and Management Agreements for County Athletic Parks - Michael Rhodes, Parks and Recreation Department Director

That the Board take the following action concerning the Park License and Management Agreements for County athletic parks between Escambia County and volunteer athletic associations:

A. Approve each of the Agreements authorizing license and management of County-owned property for public recreation purposes with the following volunteer athletic organizations:

- Bellview Football Club at Bellview Park;
- 2. Brent Baseball Youth Sports Association at Brent Baseball Park;
- 3. Brent Youth Sports Association at Brent Football Park;
- 4. Cantonment Football Club at Cantonment Athletic Park;
- 5. D.R.E.A.M. (Diverse Relentless Empowered Achievers of Munificence Youth Development) at Mayfair Park;
- 6. Ensley Youth Sports Association, Inc., at John R. Jones Park;
- 7. Five Flags Knights Lacrosse, Inc., at Brent Baseball Park;
- 8. Miracle League of Pensacola at John R. Jones Park;
- 9. Molino Recreation Association at Don Sutton Park;
- 10. Myrtle Grove Athletic Association at Myrtle Grove Park;
- 11. Northwest Escambia Bradberry Park at Harvey C. Bradberry Park;
- 12. Pensacola Futbol Club, Inc., at Ashton Brosnaham Park;
- 13. Perdido Bay Futbol Club, Inc., at Baars Field;
- 14. Perdido Bay Futbol Club, Inc., at Southwest Escambia County Sports Complex Park;
- 15. Perdido Bay Youth Sports Association, Inc., at Southwest Escambia County Sports Complex Park; and
- 16. Youth Association of NE Pensacola at John R. Jones Park; and
- B. Authorize the Chairman to sign each Park License and Management Agreement for the same aforementioned 16 volunteer athletic organizations, effective upon Board approval.

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

• Park License and Management Agreements

8. Recommendation Concerning the Unlawful Harassment Policy and the Merit System Protection Board - Janice P. Gilley, County Administrator

That the Board take the following action:

- A. Approve the updated Unlawful Harassment Policy to include a grievance process; and
- B. Approve corresponding changes to the Merit System Protection Board (MSPB) in relation to the Unlawful Harassment Policy.

- II. Budget/Finance Consent Agenda
- Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the following April 2, 2020, 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 Agreements between Escambia County CRA and Inez Robinson, Gwendolyn Robinson, Francisca Marshall, and Tonya Mitchell, as Joint Tenants with Right of Survivorship, owners of residential property located at 2403 North Baylen Street, Palafox Redevelopment District, each in the amount of \$3,939, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, total electrical rewiring upgrade; and

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

2. Recommendation Concerning the Issuance of a Fiscal Year 2020 Purchase Order, in Excess of \$25,000, to Chavers Construction, Inc. - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the sidewalk and drainage projects located in the Englewood and Brownsville Redevelopment Areas:

A. Approve the Avery Street Sidewalk & Drainage Projects, in the amount of \$193,801.02, including, but not limited to the following: mobilization, clearing and grubbing, earthwork excavation, storm sewer removal and replacement, utility relocation, lateral pavement patch, installation of approximately 1600 linear feet of sidewalk, reconstruction of roadside ditch, connection of existing pond drop structure and wall repair; and

B. Approve and authorize the County Administrator to sign the Purchase Order to Chavers Construction, Inc., in excess of \$25,000, and any other related documents necessary to implement the Avery Street Sidewalk and Drainage Projects.

Project located in District 3

[Funding Source: Fund 352, LOST III, Cost Center 220102, Project#20NE4253, CRA Capital Projects, CRA Brownsville and Englewood]

3. Recommendation Concerning the Contract Award for State Housing Initiatives
Partnership Housing Rehabilitation Services for 195 Pine Street - Clara Long,
Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 195 Pine Street:

A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement between Escambia County, Florida; Design Homebuilders, Inc., Contractor; and Margaret A. Stallworth, Owner; per the terms and conditions of NED S-R-2020-6, NED SHIP Housing Repair for 195 Pine Street, for \$31,510; and

B. Authorize the issuance of a Purchase Order.

[Funding: Fund 120/2018 SHIP, Cost Center 370205 or 2019 SHIP, Cost Center 370206-\$30,000; and Fund 124/Affordable Housing, Cost Center 370290-\$1510]

4. Recommendation Concerning the Contract Award for State Housing Initiatives
Partnership Housing Rehabilitation Services for 201 Pine Street - Clara Long,
Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 201 Pine Street:

A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement between Escambia County, Florida; David H. Griffin Enterprises, LLC, Contractor; and Earlene Jackson, Owner; per the terms and conditions of NED S-R-2020-7, NED SHIP Housing Repair for 201 Pine Street, for \$38,100; and

B. Authorize the issuance of a Purchase Order.

[Funding: Fund 120/2018 SHIP, Cost Center 370205 or 2019 SHIP, Cost Center 370206-\$30,000; and Fund 124/Affordable Housing, Cost Center 370290-\$8,100]

5. Recommendation Concerning the Interlocal Cost-Sharing Agreement for Lee Street Sidewalks, Drainage, and Sanitary Sewer Project - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Lee Street Sidewalks, Drainage, and Sanitary Sewer Project:

A. Approve the Interlocal Cost-Sharing Agreement, subject to legal approval, between Escambia County and the Emerald Coast Utilities Authority (ECUA) for construction services for the Lee Street Sidewalks, Drainage, and Sanitary Sewer Project; and

B. Authorize the Chairman or Vice Chairman to sign the Agreement.

[Funding: Fund 352/LOST III, NESD/CRA: \$900,000; Fund 129/2018 CDBG, Cost Center 370232: \$27,725; and Fund 129/2019 CDBG, Cost Center 370234: \$474,080]

6. Recommendation Concerning the Contract Award for Community Development
Block Grant Housing Rehabilitation Services for 990 Muscogee Road - Clara
Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for Community Development Block Grant (CDBG) Housing Rehabilitation Services for 990 Muscogee Road:

A. Authorize the County Administrator to sign the CDBG Housing Rehabilitation Services Program Agreement between Escambia County, Florida; McDELT, LLC, Contractor; and Eddie C. McCants, Owner; per the terms and conditions of NED C-R-2020-3, NED CDBG Housing Repair for 990 Muscogee, for a base bid of \$38,900; and

B. Authorize the issuance of a Purchase Order.

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

7. Recommendation Concerning the Recognition of the Donation from The Friends of the West Florida Public Library - Todd Humble, Director, Library Services

That the Board recognize the donation of \$30,000, from The Friends of the West Florida Public Library, and appropriate these funds into the Library Donations Cost Center to be used to support and promote West Florida Public Libraries.

8. Recommendation Concerning Change Order #1, in Excess of \$50,000, to Pensacola Winsupply Co., Inc. - Cassie C. Boatwright, Facilities Management Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1, in excess of \$50,000, adding funds to Purchase Order 200658, issued to Pensacola Winsupply Co., Inc.:

Department:	Facilities	
	Management	
Division:	Maintenance	
Type:	Addition	
Amount:	\$20,000	
Vendor:	Pensacola	
	Winsupply Co., Inc.	
	Blanket Purchase	
	Order	
Purchase Order:	200658	
Change Order:	1	
Original Award Amount:	\$32,000	
Change Order # 1	\$20,000	
New Purchase Order Total:	\$52,000	

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

9. Recommendation Concerning Change Orders on Contract PD 16-17.008,

Maintenance of County Parks and Boat Ramps - Michael Rhodes, Parks and
Recreation Department Director

That the Board approve and authorize the County Administrator to execute the following Change Orders to Keep Pensacola Beautiful, in the amount of \$57,341.50, on Contract PD 16-17.008, Agreement for Maintenance of County Parks and Boat Ramps:

Department:	Parks and Recreation
Type:	Addition
Amount:	\$53,552.00
Vendor:	Keep Pensacola Beautiful
Project Name:	Maintenance of County Parks and Boat Ramps
Contract:	PD 16-17.008
PO#:	200751
CO#:	1
Original Purchase Order Amount:	\$75,583.00
This CO#1 Amount:	\$53,552.00
New Purchase Order Amount:	\$129,135.00

Department:	Parks and Recreation
Division:	Fishing Bridge
Type:	Addition
Amount:	\$3,789.50
Vendor:	Keep Pensacola Beautiful
Project Name:	Maintenance of County Parks and Boat Ramps
Contract:	PD 16-17.008
PO#:	200749
CO#:	2
Change Order 1:	Object Code Change Only
Original Purchase Order Amount:	\$5,577.00
Cumulative Amount of Change Orders Through this CO:	\$3,789.50
New Purchase Order Amount:	\$9,366.50

[Funding: Fund 001, General Fund, Cost Center 350226, Parks Maintenance, \$12,963.50; Fund 101, Restricted Fund, Cost Center 350236, Fishing Bridge, \$3,789.50; Fund 118, and Fund 353, LOST IV, Cost Center 350221, Parks Projects, \$40,588.50]

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

- Original Agreement and BCC Approval 1-19-17
- BCC Approval of 1st Extension 2-1-18
- BCC Approval of 2nd Extension 1-24-19
- BCC Approval of 6-month Extension 2-6-20
- 10. Recommendation Concerning Change Order #1 to Knowles On Site Repair,
 Inc., for the Public Safety Department's Fire Department John Dosh, Interim
 Public Safety Department Director

That the Board approve and authorize the County Administrator to execute and ratify Change Order #1 to Knowles On Site Repair, Inc., adding funds for the repair and maintenance of the Fire Department fleet vehicles:

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	\$50,000
Vendor:	Knowles On Site Repair, Inc.
Project Name:	N/A
Contract:	N/A
Purchase Order #:	200481
Change Order #:	1
Original Award Amount:	\$100,000 (BCC Approved 10/3/19)
Change Order #1 as requested:	\$50,000
Total:	\$150,000

Due to the aging fleet and the increased call volume, repair cost is increasing. The repair of the engine and ladder trucks are essential to the operational needs of the Fire Department.

[Funding Source: Fund 143, Fire Department, Cost Center 330206, Fire Department Paid]

11. Recommendation Concerning Change Order #1 to Ward International Trucks, Inc., for the Public Safety Department's Fire Department - John Dosh, Interim Public Safety Department Director

That the Board approve and authorize the County Administrator to execute and ratify the following Change Order #1 to Ward International Trucks, Inc., adding funds for the repair and maintenance of the Fire Department fleet vehicles:

Department:	Public Safety
Division:	Fire Department
Type:	Addition
Amount:	\$25,000
Vendor:	Ward International Trucks, Inc.
Project Name:	N/A
Contract:	N/A
Purchase Order #:	200321 (BCC Approved 10/3/19)
Change Order #:	1
Original Award Amount:	\$25,000
Change Order #1 as requested:	\$25,000
Total:	\$50,000

Due to the aging fleet and the increased call volume, repair cost is increasing. The repair of the engine and ladder trucks are essential to the operational needs of the Fire Department.

[Funding Source: Fund 143, Fire Department, Cost Center 330206, Fire Department Paid]

12. Recommendation Concerning Default on the Purchase of County-Owned
Real Property Located at PARK - Spanish Trail Villa - 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 PARK - Spanish Trail Villa, Account #01-0319-190, Reference #: 06-1S-29-3500-000-044. This property is located in District 4.

- A. Declare Jeff Limanowski, the successful bidder of the above-referenced parcel, to be in default of the terms of the Contract between him and the County for the purchase of County-owned parcel located at PARK Spanish Trail Villa, for failure to close in the timeframe prescribed by the terms of the Contract;
- B. Retain the deposit made by Jeff Limanowski, in the amount of \$532, for the parcel located at PARK Spanish Trail Villa; and
- C. Authorize the parcel to be re-advertised for sale at another auction, or remove from the surplus list.

13. Recommendation Concerning Supplemental Budget Amendment #055,
Sheriff's Department, Henrique Dias, Chief Financial Officer - Stephan Hall,
Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #055, General Fund (001), in the amount of \$23,554, to recognize the Sheriffs off-duty officer, public records, auto repairs, miscellaneous reimbursements/fees, 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.

14. Recommendation Concerning Supplemental Budget Amendment #072 Perdido Key Kayak Launch, Chips Kirschenfeld Natural Resource
Management Department Director - Stephan Hall, Budget Manager,
Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #072, Escambia Restricted Fund (101), in the amount of \$14,560, to recognize a contribution from The Docks on Old River Condominium Association, Inc., and to appropriate these funds to be used at the Perdido Key Kayak Launch, located at 14200 Perdido Key Drive, to contract the installation of a 300' concrete sidewalk from the parking lot to the launch point, providing an ADA accessible surface.

15. Recommendation Concerning Supplemental Budget Amendment #079,
Sheriff's Department, Henrique Dias, Chief Financial Officer - Stephan Hall,
Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #079, General Fund (001), in the amount of \$20,693, to recognize the Sheriffs off-duty officer, public records, auto repairs, miscellaneous reimbursements/fees, 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.

16. Recommendation Concerning Supplemental Budget Amendment #082 - NRDA Carpenter Creek Headwater Park Amenities Project Agreement #DH012, J. Taylor "Chips" Kirschenfeld, Natural Resource Management Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #082, Gulf Coast Restoration Fund (118), in the amount of \$423,120, to recognize Grant proceeds from the Florida Department of Environmental Protection (FDEP) Agreement #DH012, and to appropriate these funds for the construction of a public park at the headwaters of Carpenter Creek.

The Natural Resource Damage Assessment (NRDA) Florida Trustee Implementation Group (TIG) has included the Carpenter Creek Headwater Park Amenities Project within Florida's Final Restoration Plan. The project will provide and enhance recreational opportunities through the construction of a public park at the headwaters of Carpenter Creek. The project is a companion to the NRDA water quality improvement project, both of which are part of the RESTORE Act Direct Component (Pot 1) funded Carpenter Creek and Bayou Texar Watershed Management Plan. The project will enhance public access by providing a new recreational opportunity in an area with no current recreational access. The trail and paddle-craft launch will allow users to access the lake feature of the creek, a result of a series of beaver dams. The new parking area will also enhance public access to the area. The passive recreation area will feature tables and benches to allow users to enjoy the park views while maintaining the native tree canopy. The educational signage will enhance awareness of the restoration efforts and importance of the creek and watershed.

17. Recommendation Concerning Supplemental Budget Amendment #083 - NRDA Carpenter Creek Headwater Water Quality Improvements Project Agreement #DH006, J. Taylor "Chips" Kirschenfeld, Natural Resource Management Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #083, Gulf Coast Restoration Fund (118), in the amount of \$1,599,600, to recognize Grant proceeds from the Florida Department of Environmental Protection (FDEP) Agreement #DH006, and to appropriate these funds to be used for the design, permitting, construction, and property acquisition of the Carpenter Creek Headwater Water Quality Improvements Project.

The Natural Resource Damage Assessment (NRDA) Florida Trustee Implementation Group (TIG) has included the Carpenter Creek Headwater Water Quality Improvements Project within Florida's Final Restoration Plan. The project will reduce pollutant loading and hydrologic degradation in this urban watershed. The project includes restoration of County-owned 2.6 acre wetland; acquisition of 6 acres of land for construction of a stormwater treatment facility; and construction of a stormwater treatment facility to capture and treat stormwater that flows off Olive Road into Carpenter Creek, which ultimately flows into Bayou Texar. The restored wetland will improve habitats and species that depend on wetland habitats, stabilize the soils, and reduce erosion and sediment loading into Carpenter Creek. The project is a companion to the Carpenter Creek Headwater Park recreational project, and both are part of the RESTORE Act Direct Component (Pot 1) funded Carpenter Creek and Bayou Texar Watershed Management Plan.

18. Recommendation Concerning the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2020/2021 Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

- A. Approve allocating a portion of the remaining available balance in the Tourist Promotion Fund, Fund 108, to Visit Pensacola, Inc., from Cost Center 360101, in the amount of \$929,682.00, and from Cost Center 360105, in the amount of \$470,318.00, for a combined total of \$1,400,000.00; and
- B. Approve the Amendment to the Miscellaneous Appropriations Agreement, amending Section 3, increasing the allocation by \$1,400,000, for a total allocation of \$7,849,534.00, to be paid from the Tourist Promotion Fund (108), Cost Centers 360101 and 360105, Account 58201; and amending Exhibit "A" as follows:
- 1. Direct programming: Expenses of \$4,925,816\$6,034,817 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community;
- 2. Operations: Expenses of \$340,622\$396,944 related to the operations of the Visit Pensacola office and the Pensacola Sports Association (PSA); and
- 3. Personnel: Expenses of \$1,183,096 \$1,417,773 related to salaries and benefits for employees working for Visit Pensacola and the Pensacola Sports Association (PSA);
- C. Authorize the Chairman to sign the Amendment and all other necessary documents; and
- D. Authorize the execution of the necessary Change Order.

This is the first of possible multiple amendments to the Visit Pensacola (VP) Miscellaneous Appropriations Agreement (MAA) with Escambia County for Fiscal Year 2019/20. Due to the COVID-19 Pandemic and associated responses affecting tourism in the area and Tourist Development Tax (TDT) collections, staff is recommending a more conservative funding increase due

to the many uncertainties at this time. TDT collections will be monitored over the coming months and if determined to be stable, additional funding amendment(s) may be brought back to board requesting an increase in the VP MAA to support tourism related activities in Escambia County.

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

That the Board approve the reallocation of funds from Fund 352, Local Option Sales Tax (LOST) III, Transportation and Drainage, in the amount of \$1,215,011, as indicated below:

FROM:

Туре	Project No.	Description	District	Amount
Т		Beulah Road Improvements (1/2 of current budget \$1,229,076, transferring 1/2 of project located in District 5, other 1/2 in District 1 will remain in project)	5	\$614,538
Т	12EN1728	I-10 Interchange/Beulah	5	\$600,473
		Total to Transfer		\$1,215,011

TO:

Туре	Project No.	Description	District	Amount
Т		Muscogee Road- Jack's Branch (CR97N) to Nowak)	5	\$1,215.011
		Total		\$1,215,011

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

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

That the Board approve the reallocation of funds from Fund 353, Local Option Sales Tax (LOST) IV, in the amount of \$1,884,000, as indicated below:

	FROM	ТО	FUND	DISTRICT	FROM PROJECT NAME	TO PROJECT NAME	AMOUNT
A	FY 2020	FY 2020	353	3	Pinestead	Wedgewood, Ensley & Englewood Sidewalks Plan	\$941,512
В	FY 2021	FY 2020	353	3	Pinestead	Wedgewood, Ensley & Englewood Sidewalks Plan	\$942,488
					TOTAL		\$1,884,000

[Funding Source: Fund 353, Local Option Sales Tax (LOST) IV, Cost Center 210106, Transportation and Drainage]

21. Recommendation Concerning the State of Florida Department of

Transportation Off-System Project Agreement for Right-of-Way Acquisition for
the O.C. Phillips Road Over Brushy Creek Bridge No. 484029 - Joy Jones,
P.E., Engineering Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Off-System Project Agreement for Right-of-Way Acquisition for the O.C. Phillips Road Over Brushy Creek Bridge No. 484029:

A. Approve the State of Florida Department of Transportation Off-System Project Agreement for Right-of-Way Acquisition for the O.C. Phillips Road Over Brushy Creek Bridge No. 484029; and

B. Adopt a Resolution authorizing the Chairman to sign the Off-System Project Agreement for Right-of-Way Acquisition.

22. <u>Recommendation Concerning the Reallocation of Capital Improvement</u> Program Funds - Joy Jones, P.E., Engineering Department Director

That the Board approve the reallocation of funds from Fund 353, Local Option Sales Tax (LOST) IV, Commission District 1 Discretionary Funds, in the amount of \$1,100,000, as follows:

	Туре	Funding	Description	District	Amount
A	Discretionary	Fund 353/LOST IV	Dunaway Lane	1	\$200,000
В	Discretionary	Fund 353/LOST IV	Cerny Road/Muldoon Road Sidewalks, Street Lights and Drainage Improvements	1	\$700,000
С	Discretionary	Fund 353/LOST IV	Beulah Regional Park Improvements	1	\$200,000
			Total		\$1,100,000

[Funding Source: Fund 353, Local Option Sales Tax IV, Cost Center 110102, Commission District 1 Discretionary Funds]

23. Recommendation Concerning the Conveyance of a Portion of Real Property Located at 3085 and 3105 Robertson Road - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the conveyance of a portion of real property, located at 3085 and 3105 Robertson Road, to Jerry David Westmoreland:

A. Authorize conveyance of a Quit Claim Deed to Jerry David Westmoreland, to confirm the return of this portion of real property previously conveyed to Escambia County in 1995; and

B. Authorize the Chairman or Vice Chairman to execute the Quit Claim Deed, and have it recorded at the County's expense in the Clerk of the Court Public Records.

This property is located in Commission District 2.

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

24. Recommendation Concerning the Award of a Purchase Order for One Ford F-250 or Approved Equivalent for Water Quality - James Higdon, Division Manager, Public Works, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve and authorize the County Administrator to sign a Purchase Order for One 2020 Ford F-250 to Bozard Ford Co., in the amount of \$28,608, per the terms and conditions of PD 19-20.034, One Ford F-250 or Equivalent; and

B. Allow the utilization of the Florida Sheriff's Association Contract pricing FSA 19-VEL27.0, as bid by Bozard Ford Co.

Vendor/Contractor	Amount	Contract Number
Bozard Ford Co.	\$28,608.00	PD 19-20.034
Funding:		
Fund 001, General Fund		
Cost Center 221001, Water Quality Admin		
Object Code 56401, Machinery & Equipment		

Specification PD 19-20.034, One Ford F-250 or Equivalent, was posted to Vendor Registry on February 20, 2020, and was issued to 37 registrants representing 26 firms. The solicitation was viewed by 11 firms and downloaded by eight.

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

- Bid Response from Bozard Ford Co.
- Recommendation to Award Determination Checklist

25. Recommendation Concerning the Award of a Purchase Order for Two Ford Explorers or Approved Equivalent for Engineering - James Higdon, Division Manager, Public Works, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the County Administrator to sign a Purchase Order, in excess of \$50,000, for two Nissan Pathfinder 4X4's to Terry Taylor's DeLand Nissan, Inc., in the amount of \$53,340, per the terms and conditions for PD 19-20.028.

Vendor/Contractor	Amount	Contract Number
Terry Taylor's DeLand Nissan [Fund 175, Transportation Trust Fund; Cost Center 211101, Engineering Admin; Object Code 56401, Machinery & Equipment]	\$53,340	PD 19-20.028

Specification PD 19-20.028 was posted to Vendor Registry on February 14, 2020, and was issued to 52 registrants representing 35 firms. The solicitation was viewed by 12 firms and downloaded by seven.

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

- Bid Response from Terry Taylor's DeLand Nissan
- Recommendation to Award Determination Checklist
- 26. Recommendation Concerning the Contract Renewal for the First of Two
 Possible One-Year Renewal Periods Related to PD 16-17.005 Pharmacy
 Services for Escambia County Detention Center William R. Powell, Director,
 Corrections Department, and Paul R. Nobles, Purchasing Manager, Office of
 Purchasing

That the Board award the first of two one-year renewal options allowed per the Agreement for PD 16-17.005, Pharmacy Services for Escambia County Detention Center with Diamond Drugs, Inc. d/b/a Diamond Pharmacy Services, with an estimated Fiscal Year 2019-2020 expenditure of \$1,421,383.

[Funding: Fund 001, General Fund; Cost Center 290402, Inmate Medical; Object Code 55201, Operating Supplies]

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

- Original Agreement
- Email from firm authorizing renewal.

27. Recommendation Concerning the Federal Transit Administration Fiscal Year 2020 Annual Certifications and Assurances for Escambia County - Tonya Ellis, Mass Transit Department Director

That the Board take the following action concerning the Federal Transit Administration (FTA) Fiscal Year 2020 Annual Certifications and Assurances for Escambia County:

A. Approve and authorize the Chairman to sign the FTA Fiscal Year 2020 Certifications and Assurances for the Federal Transit Administration Assistance Programs; and

B. Approve and authorize the Senior Assistant County Attorney to sign the Affirmation of Applicant's Attorney declaration on the FTA Fiscal Year 2020 Certifications and Assurances for the Federal Transit Administration Programs.

28. Recommendation Concerning the Funding for The First Tee of Northwest Florida - "Golf Ball Gala" - Commissioner Jeff Bergosh, District 1

That the Board approve the funding of \$2,500 to The First Tee of Northwest Florida - "Golf Ball Gala", from Commissioner Jeff Bergosh's discretionary money.

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

29. Recommendation Concerning the Funding for St. Vincent de Paul, Alfred Washburn Center, "Dinner Dance" - Commissioner Jeff Bergosh, District 1

That the Board approve the funding of \$2,500 to St. Vincent de Paul, Alfred Washburn Center, "Dinner Dance", from Commissioner Jeff Bergosh's discretionary money.

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

30. Recommendation Concerning the Funding for City Streets to Student Athletes, Inc. - Commissioner Jeff Bergosh, District 1

That the Board approve the funding of \$250 to City Streets to Student Athletes, Inc., from Commissioner Jeff Bergosh's discretionary money.

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

31. Recommendation Concerning the Funding to Support the Greater Little Rock
Baptist Church Youth Group - Commissioner Lumon May, District 3

That the Board approve funding \$7,500 to sponsor a travel event for the Greater Little Rock Baptist Church Youth Group from Commissioner Lumon May's discretionary fund.

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

32. Recommendation Concerning the Funding for the 2020 Gulf Coast Summer Fest Jazz Edition by Banks Enterprise, Inc. - Commissioner Lumon May, District 3

That the Board approve the funding of \$4,500 from 4th Cent Tourist Development Tax (TDT), to sponsor the 2020 Gulf Coast Summer Fest Jazz Edition.

[Funding: Fund 108, 4th Cent TDT, Cost Center 360105, Object Code 58201]

33. Recommendation Concerning the Funding to Support Lamp Press/Amused Media & Productions, LLC - Commissioner Lumon May, District 3

That the Board approve the funding of a \$500 sponsorship to bring Civil Rights Icon, Elizabeth Eckford, to Pensacola, from Commissioner Lumon May's discretionary fund.

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

34. Recommendation Concerning the Funding for the Gulf Coast Bike and Car Music Fest - Commissioner Lumon May, District 3

That the Board approve the funding of \$2,500 to sponsor the Gulf Coast Bike and Car Music Fest, presented by CC Biggs Productions, from Commissioner Lumon May's discretionary fund.

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

35. Recommendation Concerning the Emergency Generator Located at the Work Release Center - Cassie C. Boatwright, Facilities Management Department Director

That the Board approve issuing an Emergency Purchase Order, in the amount of \$88,865.86, to TAW Power Systems, Inc., on Sourcewell Contract #120617-KOH, to purchase one Kohler 300 KW Generator.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 53401]

36. Recommendation Concerning the Issuance of a Fiscal Year 2020 Purchase Order, in Excess of \$25,000, to Chavers Construction, Inc. - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning a sidewalk project located in the Palafox Redevelopment Area:

A. Approve the Limoges Drive Sidewalk Project, in the amount of \$66,964.80, to perform construction activities including, but not limited to, approximately 800 linear feet of sidewalk, drainage, mobilization, clearing and grubbing, driveway entrances replacement, utility relocation, excavation, and sod replacement within the rights-of-way; and

B. Approve and authorize the County Administrator to sign the Purchase Order to Chavers Construction, Inc., in excess of \$25,000, and any other related documents necessary to implement the Landes Drive Sidewalk Project.

Project located in District 3

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

III. For Discussion

1. <u>Recommendation Concerning State Law Enforcement Trust Fund - Henrique</u>
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. First United Methodist Church Pensacola, in the amount of \$1,000;
- B. Pensacola Recreational Fisherman's Association, in the amount of \$1,000;
- C. New World Believers, in the amount of \$5,000;
- D. Pathways for Change, Inc., in the amount of \$12,000;
- E. Civitan International, in the amount of \$4,000:
- F. Pensacola Chapter Military Officers Association of America, in the amount of \$4.000:
- G. National Flight Academy, in the amount of \$25,000; and
- H. Studer Community Institute, 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]

Recommendation Concerning the Acquisition of Real Property Located at 165
 Diego Circle for the Erress Boulevard and Diego Circle Blight Reduction
 Project - Clara Long, Interim Neighborhood & Human Services Department
 Director

That the Board either approve, by super majority vote, or deny the following action:

- A. Authorize the purchase of real property located at 165 Diego Circle, from David T. Shack, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of \$14,500 (County's appraised value is \$9,000);
- B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 165 Diego Circle (.0360 acres); and
- C. Authorize the County Attorney's office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal Review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board.

This parcel is located in District 3.

[Funding: Fund 129/2017 CDBG, Cost Center 370231]

3. Recommendation Concerning the Acquisition of Real Property Located at 4215

Erress Boulevard for the Erress Boulevard and Diego Circle Blight Reduction

Project - Clara Long, Interim Neighborhood & Human Services Department

Director

That the Board either approve, by super majority vote, or deny the following action:

- A. Authorize the purchase of real property, located at 4215 Erress Boulevard, from Hayden McCullers, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of \$11,000 (County's appraised value is \$9,000);
- B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 4215 Erress Boulevard (.0756 acres); and
- C. Authorize the County Attorney's office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal Review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board.

This parcel is located in the District 3.

[Funding: Fund 129, 2017 CDBG, Cost Center 370231]

4. Recommendation Concerning Appointments to the West Florida Public Library
Board of Governance - Todd Humble, Library Services Director

That the Board take the following action:

A. Reappoint Dr. Laura P. Bryant to the West Florida Public Library Board of Governance, for a two-year term, effective March 1, 2020, to February 28, 2022; and

- B. Appoint one of the following:
- 1. Diane Davis;
- 2. Catherin Storey; or
- 3. Grace Buenavista

to the West Florida Public Libraries Board of Governance, for a two-year term, effective March 1, 2020 to February 28, 2022, to replace Sally B. Fox, whose appointment expired on March 1, 2020.

Escambia County's Community and Media relations Office posted a General Alert on the County's website from January 6, 2020, to February 14, 2020, to seek volunteers to be considered for an appointment to the West Florida Public Library Board of Governance. The Resumes of three individuals interested in serving and of one individual interested in continuing to serve on the Board of Governance were received.

5. Recommendation Concerning Senior Staff Selections for Assistant County Administrator - Janice P. Gilley, County Administrator

The following positions are provided for your consideration and information:

A. That the Board confirm the hiring of Mr. Wesley Hall as Assistant County Administrator, with an annual salary of \$136,000, a \$400 monthly vehicle allowance, and up to \$5,000 for relocation expenses. This position is currently budgeted in the Fiscal Year 2019-2020; and

B. That the Board confirm the hiring of Ms. Debbie Bowers as Assistant County Administrator, with an annual salary of \$136,000 and a \$400 monthly vehicle allowance. This position is currently budgeted in the Fiscal Year 2019-2020.

BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER.

6. Discussion Concerning COVID-19 Virus Response - Janice P. Gilley, County Administrator

That the Board discuss information and strategies pertaining to COVID-19, including the following topics:

- * Update of current facts and response to COVID-19 Eric Gilmore
- * Families First Coronavirus Response Act (FFCRA) Jana Still
- * Small business recovery Grant program
 * Miscellaneous issues related to COVID-19

COUNTY ATTORNEY'S REPORT

- I. For Action
- Recommendation Concerning David Bear v. Escambia County Board of County Commissioners and Douglas Underhill, Case No. 3:19-cv-04424-MCR/HTC.

That the Board approve the withdrawal of this office from further representation of Escambia County in this case and approve the substitution of Joseph Hammons in place of this office during the pendency of this litigation.

2. Recommendation Concerning Temporary Right of Entry Agreement with CSX Transportation, Inc. for the Bradley Boulevard Dirt Road Paving Project.

That the Board take the following action concerning a Temporary Right of Entry Agreement with CSX Transportation, Inc., for the Bradley Boulevard Dirt Road Paving Project (this item was placed on the County Attorney's agenda at Commissioner Barry's request):

- A. Approve the Temporary Right of Entry Agreement with CSX Transportation, Inc.; and
- B. Authorize the Chairman or Vice-Chairman to execute the Agreement.

[Note that this Temporary Right of Entry Agreement requires the County to agree to terms the County Attorney's Office usually advises against. However, CSX has declined any amendments to its language.]

[Funding: To be identified by the County Engineer.]

3. Recommendation Concerning a Settlement of the FDOH Administrative Complaint.

That the Board authorize the Chairman to execute the proposed settlement with the FDOH.

[SETTLEMENT AGREEMENT TO BE DISTRIBUTED UNDER SEPARATE COVER]

- II. For Discussion
- 1. Recommendation Concerning Escambia County State of Local Emergency and Emergency Orders.

That the Board discuss and consider taking the following actions:

- A. Ratification of Escambia County State of Local Emergency Resolution R2020-26; and
- B. Ratification of Escambia County Emergency Order EO 20-3, regarding public meetings; and
- C. Extension of Escambia County Emergecy Order related to Beach Closures; and
- D. Extension of Escambia County Emergency Order related to Tolling Permits.

III. For Information

1. Recommendation Concerning Selena Barnes v. Escambia County Board of County Commissioners, FCHR #201916383.

That the Board accept the following information that the Florida Commission on Human Relations has found that there was no reasonable cause to sustain the complaint by Ms. Barnes that the County had violated the Florida Civil Rights Act of 1992 when Ms. Barnes was terminated from her employment.

- 9. Items added to the agenda.
- 10. Announcements.
- 11. Adjournment.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-17717 Public Hearings 7.

BCC Regular Meeting

Meeting Date: 04/02/2020

Issue: Rescheduling of 04/02/2020 Public Hearings

From: Janice Gilley, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Public Hearings:

That the Board take the following action:

A. Reschedule the April 2, 2020, 5:31 p.m. Public Hearing for consideration of the Petition to Vacate a Utility and Drainage Easement, located at 2318 Copter Road, as petitioned by Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr. Revocable Living Trust, meeting date and time to be determined;

- B. Reschedule the April 2, 2020, 5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Makenna Estates Street Lighting MSBU, to May 7, 2020, 5:32 p.m.;
- C. Reschedule the April 2, 2020, 5:33 p.m. Public Hearing for consideration of adopting an Ordinance creating the Sonoma Ridge Street Lighting MSBU, to May 7, 2020, 5:31 p.m.;
- D. Reschedule the April 2. 2020, 5:35 p.m. Public Hearing for the Consideration of the Petition to Vacate Two Drainage Easements located in the 7200 Block of Hilburn Road, as petitioned by SNS Iron Rock LLC, represented by its agent, Rodney Sutton, meeting date and time to be determined;
- E. Reschedule the April 2, 2020, 5:45 p.m. Public Hearing CIP Ordinance, meeting date and time to be determined;

Summary: The purpose of this ordinance is to fulfill the requirements of Section163.3177(3)(b), Florida Statutes and Objective CIE 1.2, Five-Year Schedule, Escambia County Comprehensive Plan: 2030 by adopting the 2019-2023 update to the Five-Year Schedule of Capital Improvements.

- F. Reschedule the April 2, 2020, 5:46 p.m. Public Hearing LSA-2019-05 7045 Pine Forest Road (first of two public hearings), meeting date and time to be determined; Summary: Applicant is requesting to change the Future Land Use from Commercial to Mixed-Use Urban.
- G. Reschedule the April 2, 2020, 5:47 p.m. Public Hearing Perdido Landfill Renewal of Concrete Recycling Facility Permit, meeting date and time to be determined; Summary: Review and approve, modify, or deny the renewal of a permit for a concrete recycling facility located at 13009 Beulah Road.
- H. Reschedule the April 2, 2020, 5:48 p.m. Public Hearing Brickton Borrow Pit Permit Renewal, meeting date and time to be determined; and Summary: Review and approve, modify, or deny the renewal of a permit for a borrow pit located at 8800 N. Highway 29.
- I. Reschedule the April 2, 2020, 5:49 p.m., Public Hearing Eager Beaver Recycling Permit Renewal, meeting date and time to be determined. Summary: Review and approve, modify, or deny the renewal of a permit for a concrete recycling facility located at 2170 Longleaf Drive.

BACKGROUND:

Public Hearings previously scheduled for the April 2, 2020, BCC Meeting are being rescheduled.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

Al-17646 Clerk & Comptroller's Report 8. 1.

BCC Regular Meeting Consent

Meeting Date: 04/02/2020

Issue: TDT Collection Data for the January 2020 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 January 2020 Returns Received in February 2020

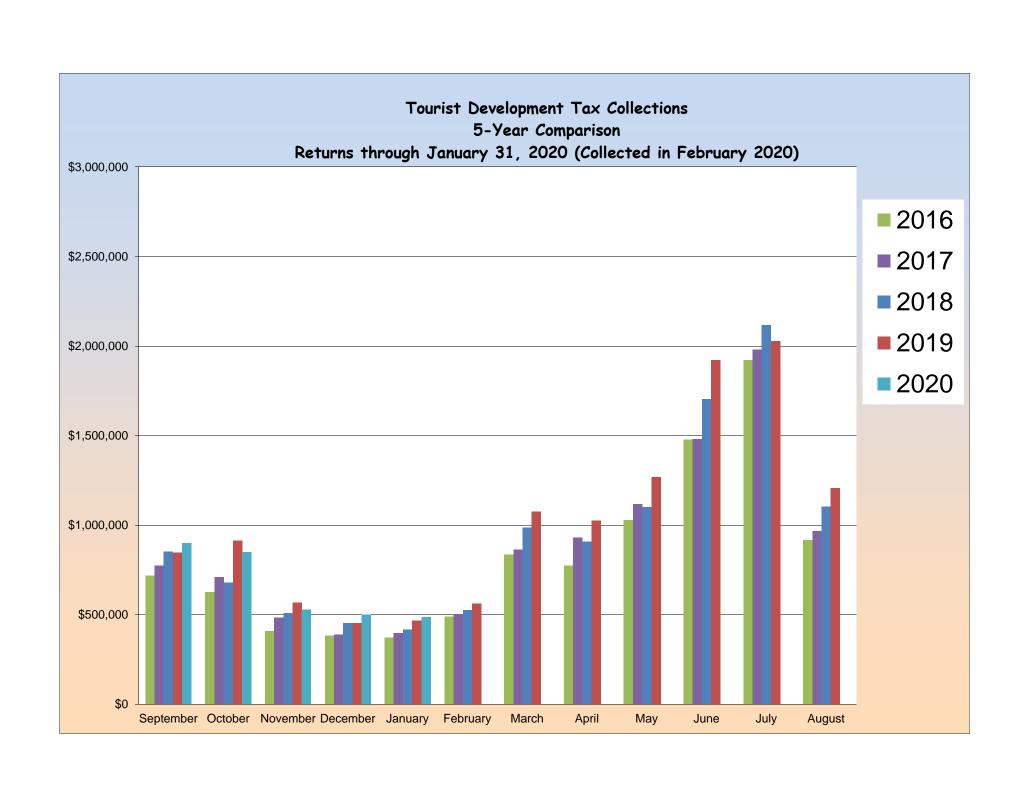
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collection Data for the January 2020 returns received in the month of February 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the fifth month of collections for the Fiscal year 2020; total collections for the month of January 2020 returns was \$487,261.36; this is a 4.48% increase from January 2019 returns; total collections year to date are .52% more than the comparable time frame in Fiscal Year 2019.

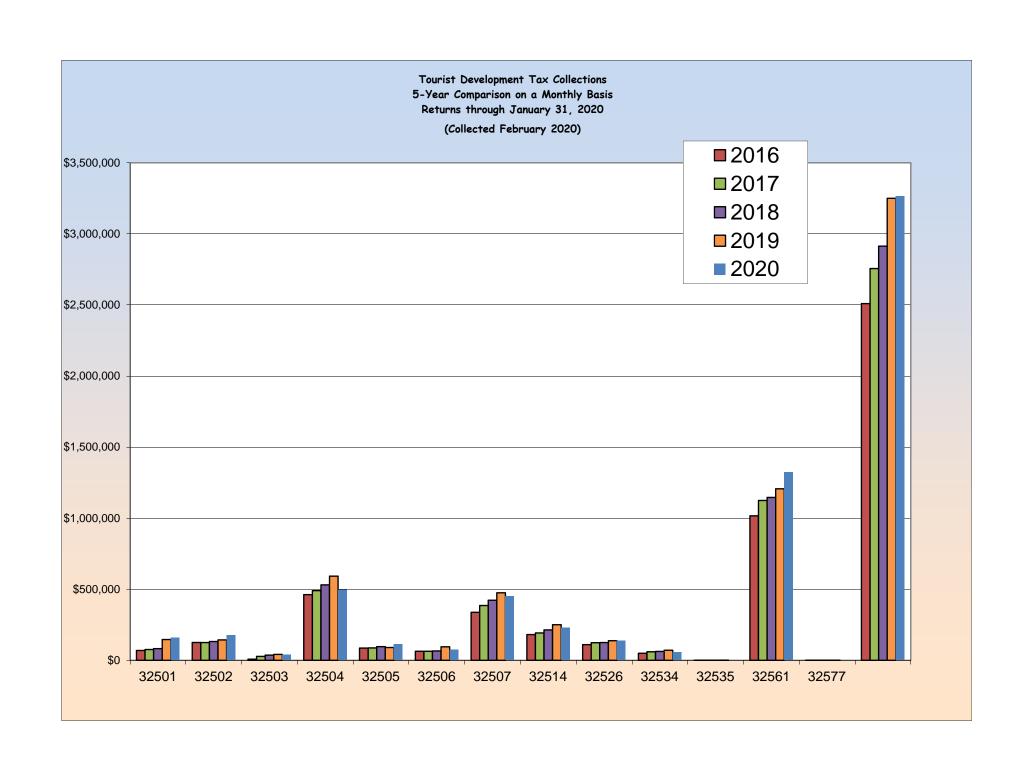
Attachments

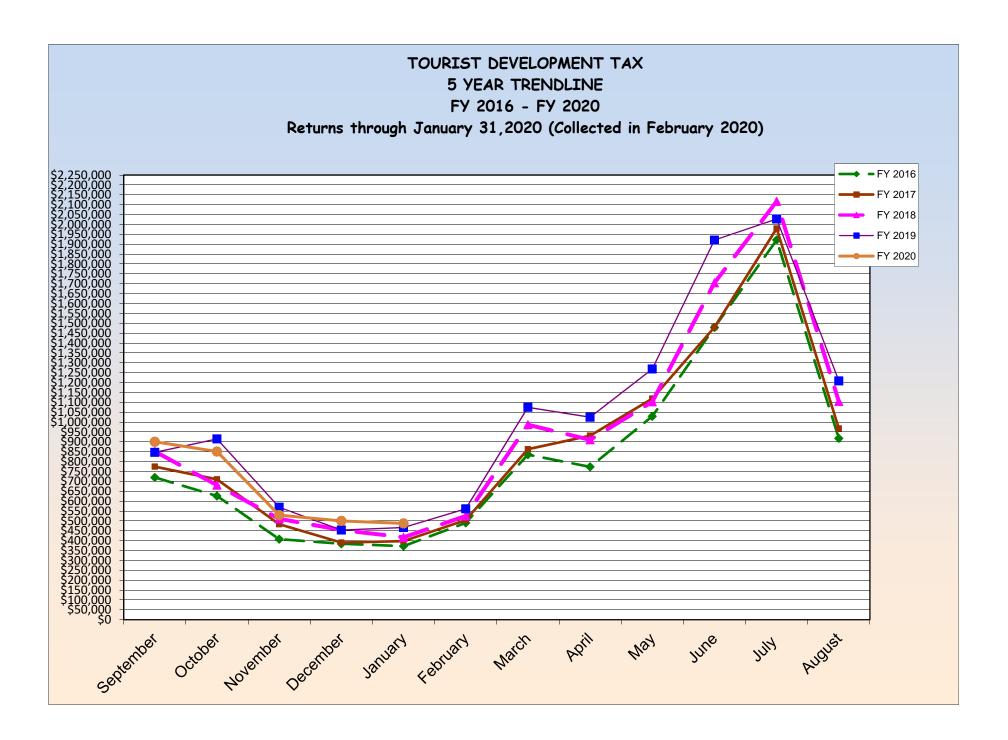
January 2020 TDT Returns Collected February 2020 - ADA

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA REPORTED IN FISCAL YEAR FORMAT ESCAMBIA COUNTY FLORIDA AS OF FEBRUARY 2020

Zip Code	Fiscal Year 2020 YTD Collected	Fiscal Year 2019 YTD Collected	Difference	% Change
32501	160,842	146,271	14,571	10%
32502	176,157	143,679	32,478	23%
32503	42,112	41,622	490	1%
32504	496,554	591,911	(95,357)	-16%
32505	112,887	89,743	23,144	26%
32506	76,838	95,074	(18,236)	-19%
32507	451,418	475,174	(23,756)	-5%
32514	230,857	250,327	(19,470)	-8%
32526	137,202	137,929	(727)	-1%
32534	57,659	71,100	(13,441)	-19%
32535	984	799	185	23%
32561	1,323,852	1,206,659	117,193	10%
32562	-	-	-	0%
32577	\$ 85	189	(104)	-55%
Total	\$ 3,267,447	\$ 3,250,477	\$ 16,970	1%







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

								Zip Co	de							
		32501			32502			32503			32504		32505			
							Cordova			Davis & Scenic Hwy			Soutl	h of Michigan Av		
Month of	D	owntown	% OF	Ot	ther Downtown	% OF	M	lall & South	% OF	outh	of I-10 includir	% OF	Eas	t of Mobile Hwy	% OF	
Collection		Area	Total		Area	Total		Area	Total		Airport Area	Total	Wes	st of Pace Blvd	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%	
12/19	\$	28,981	5%	\$	32,775	6%	\$	8,157	2%	\$	95,180	18%	\$	15,598	3%	
01/20	\$	27,940	6%	\$	28,419	6%	\$	7,593	2%	\$	82,570	17%	\$	16,314	3%	
02/20	\$	26,779	5%	\$	30,489	6%	\$	6,869	1%	\$	87,718	18%	\$	20,850	4%	
Total	\$	160,842	5%	\$	176,157	5%	\$	42,112	1%	\$	496,554	15%	\$	112,887	3%	

			Zip Code												
		32506			32507			32514			32526			32534	
	Li	illian Hwy		В	ayou Chico to		Pala	afox & Scenic		Mob	ile Hwy North			I-10 &	
Month of	& I	Highway 98	% OF	% OF Perdido Key South			% OF Hwy North of % OF			o	of Michigan	% OF		Pensacola	% OF
Collection		Area	Total	of	Sorrento Area	Total	I-10 Area Total			A	venue Area	Total	Blv	d North Area	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%
12/19	\$	12,799	2%	\$	57,418	11%	\$	45,649	9%	\$	23,753	4%	\$	9,957	2%
01/20	\$	11,218	2%	\$	51,924	10%	\$	41,781	8%	\$	35,639	7%	\$	10,800	2%
02/20	\$	21,968	5%	\$	71,109	15%	\$	39,347	8%	\$	23,983	5%	\$	8,689	2%
Total	\$	76,838	2%	\$	451,418	14%	\$	230,857	7%	\$	137,202	4%	\$	57,659	2%

					Zip C	ode	!					
		32535		32561			32562	2	32577			
	Ce	entury		Pensacola								
Month of	(0	Other)	% OF	Beach	% OF		Other	% OF	Molino	% OF	Total	% OF
Collection		Area	Total	Area	Total			Total	Area	Total	Month	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%
12/19	\$	188	0%	\$ 198,784	38%	\$	-	0%	\$ 18	0%	\$ 529,257	100%
01/20	\$	211	0%	\$ 185,432	37%	\$	-	0%	\$ -	0%	\$ 499,840	100%
02/20	\$	146	0%	\$ 149,314	31%	\$	-	0%	\$ -	0%	\$ 487,261	100%
Total	\$	984	0%	\$ 1,323,852	41%	\$	-	0%	\$ 85	0%	\$ 3,267,447	

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

					2	Zip Code				
	32501		32502		32503		32504		32505	
					Cordova		Davis & Scenic Hwy		South of Michigan Av	
Month of	Downtown	% OF	Other Downtown	% OF	Mall & South	% OF	South of I-10 including	% OF	East of Mobile Hwy	% OF
Collection	Area	Total	Area	Total	Area	Total	Airport Area	Total	West of Pace Blvd	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%
12/18	27,415	5%	26,588	5%	8,206	1%	116,496	20%	15,901	3%
01/19	28,240	6%	23,782	5%	7,469	2%	91,184	20%	15,205	3%
02/19	23,598	5%	24,054	5%	7,452	2%	104,269	22%	12,833	3%
Total	146,271	4%	143,679	4%	41,622	1%	591,911	18%	89,743	3%

					7	Zip Code				
	32506		32507		32514		32526		32534	
	Lillian Hwy		Bayou Chico to		Palafox & Scenic		Mobile Hwy North		I-10 &	
Month of	& Highway 98	% OF	Perdido Key South	% OF	Hwy North of	% OF	of Michigan	% OF	Pensacola	% OF
Collection	Area	Total	of Sorrento Area	Total	I-10 Area	Total	Avenue Area	Total	Blvd North Area	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%
12/18	16,253	3%	68,914	12%	50,181	9%	29,878	5%	14,944	3%
01/19	11,089	2%	46,182	10%	46,077	10%	23,426	5%	13,288	3%
02/19	16,729	4%	66,290	14%	41,588	9%	20,889	4%	10,179	2%
Total	95,074	3%	475,174	15%	250,327	8%	137,929	4%	71,100	2%

				Z	ip Code					
l [32535		32561		32562	562 32577				
	Century		Pensacola							
Month of	(Other)	% OF	Beach	% OF	Other	% OF	Molino	% OF	Total	% OF
Collection	Area	Total	Area	Total		Total	Area	Total	Month	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%
12/18	369	0%	193,908	34%	-	0%	23	0%	569,078	100%
01/19	-	0%	147,642	33%	-	0%	34	0%	453,617	100%
02/19	220	0%	138,270	30%	-	0%	-	0%	466,370	100%
Total	799	0%	1,206,659	37%	-	0%	189	0%	3,250,478	

		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
DEC	NOV	\$ 226,459	\$ 244,845	\$ 254,898	\$ 236,608	\$ 284,253	\$ 305,743	\$ 362,364	\$ 382,803	\$ 426,808	\$	396,943
JAN	DEC	\$ 192,546	\$ 212,164	\$ 207,117	\$ 230,300	\$ 251,856	\$ 288,130	\$ 292,783	\$ 340,434	\$ 340,213	\$	374,880
FEB	JAN	\$ 192,262	\$ 200,843	\$ 205,954	\$ 233,879	\$ 247,492	\$ 279,148	\$ 298,406	\$ 312,794	\$ 349,778	\$	365,446
	TOTAL	\$ 1,209,331	\$1,306,068	\$1,391,468	\$1,421,280	\$1,636,923	\$1,882,138	\$ 2,067,215	\$2,185,087	\$ 2,437,858	\$ 2	,450,586

REPORTED IN FISCAL YEAR FORMAT ESCAMBIA COUNTY, FLORIDA

					ADDITIONA	L O	NE (1%) PERC	ENT	TOURIST TA	X DO	DLLARS			
							COLLECTE	D 20	11-2020					
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
DEC	NOV	\$ 75,487	\$ 81,615	\$ 84,966	\$ 78,869	\$	94,751	\$	101,914	\$	120,788	\$ 127,601	\$ 142,269	\$ 132,314
JAN	DEC	\$ 64,182	\$ 70,721	\$ 69,039	\$ 76,767	\$	83,950	\$	96,043	\$	97,594	\$ 113,478	\$ 113,404	\$ 124,960
FEB	JAN	\$ 64,087	\$ 66,948	\$ 68,651	\$ 77,960	\$	82,497	\$	93,049	\$	99,469	\$ 104,265	\$ 116,593	\$ 121,815
TO	TAL	\$ 403,111	\$ 435,356	\$ 463,823	\$ 473,760	\$	545,641	\$	627,380	\$	689,072	\$ 728,362	\$ 812,619	\$ 816,862

Al-17673 Clerk & Comptroller's Report 8. 2.
BCC Regular Meeting Consent

Meeting Date: 04/02/2020

Issue: February 2020 Investment Report

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the February 29, 2020, Investment Report.

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended February 29, 2020, as required by Ordinance Number 95-13. On February 29, 2020, the portfolio market value was \$359,333,865 and portfolio earnings totaled \$615,675 for the month. The short term portfolio achieved a yield of 1.81%. The long-term CORE portfolio achieved a yield of 1.05%.

Attachments

February 2020 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2019-2020
February 29, 2020



Prepared by:

Pam Childers
Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS INVESTMENT PORTFOLIO SUMMARY REPORT FISCAL YEAR 2019-2020 February 29, 2020

INVESTMENT PORTFOLIO COMPOSITION

	Market V	alue
SUMMARY OF INVESTMENT ALLOCATION	January 31, 2020	February 29, 2020
Bank Accounts	\$18,606,175	\$45,823,701
Local Government Investment Pools ⁽¹⁾	\$149,027,955	\$119,215,609
Local Government Investment Pools ⁽²⁾	\$24,863,217	\$25,043,523
Certificates of Deposit	\$77,423,271	\$77,550,054
Money Market Mutual Fund	\$373,333	\$308,784
U.S. Treasury Bond/Notes	\$68,257,902	\$68,031,397
Federal Agency Bond/Note	\$3,493,271	\$3,512,875
Asset-Backed Securities (ABS)	\$0	\$707,550
Corporate Notes	\$19,267,479	\$19,140,374
Total Portfolio Assets:	\$361,312,603	\$359,333,865
Current Month Earnings:	\$673,582	\$615,675
Fiscal Year to Date Earnings:	\$2,113,723	\$2,729,398

⁽¹⁾ FL PRIME, FLCLASS, FL-FIT

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

January 31, 2020	February 29, 2020
\$269,920,618	\$267,632,886
1.87%	1.81%
1.65%	1.64%
\$1,574,365	\$2,061,994
January 24, 0000	F-1
January 31, 2020	February 29, 2020
	\$269,920,618 1.87% 1.65% \$1,574,365

LONG TERM CORE PORTFOLIO:	January 31, 2020	February 29, 2020
Market Value	\$91,391,985	\$91,700,979
CORE Portfolio Yield to Maturity at Market:	1.45%	1.05%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index: CORE Portfolio Total Return:	1.39% 0.52%	0.95% 0.80%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.54%	0.87%
Effective Duration (Years)	1.69	1.76
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.78	1.77
Fiscal YTD Earnings:	\$539,358	\$667,404

⁽³⁾ Short Term Yield calculated without BoA Operating Accounts (ECR)

⁽²⁾ FL TRUST



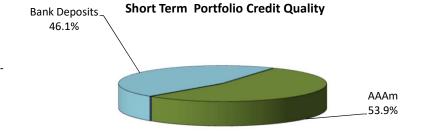
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS INVESTMENT PORTFOLIO REPORT FISCAL YEAR 2019-2020

February 29, 2020

SHORT TERM INVESTMENT PORTFOLIO:

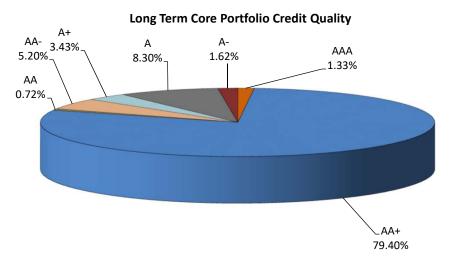
PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	\$ 45,823,701	17.1%
Certificates of Deposit	77,550,054	29.0%
Local Government Investment Pools*	119,215,609	44.5%
Local Government Investment Pools**	25,043,523	9.4%
Total Short Term Portfolio Assets:	\$ 267,632,886	100.0%



LONG TERM INVESTMENT PORTFOLIO:

Investment Type	N	larket Value	Percent Allocation
U.S. Treasury Bond / Note	\$	68,031,397	74.2%
Federal Agency Bond / Note		3,512,875	3.8%
Corporate Note		19,140,374	20.9%
Asset-Backed Securities (ABS)		707,550	0.8%
Money Market Mutual Fund - Federated Government		308,784	0.3%
Total Long Term Core Portfolio Assets:	\$	91,700,979	100.0%



^{*}FL PRIME, FLCLASS, FL-FIT

^{**}FL TRUST



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS INVESTMENT POLICY COMPLIANCE REPORT FISCAL YEAR 2019-2020 February 29, 2020

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
United States Treasury Securities	68,031,397	18.9%	100%	Yes
Federal Instrumentalities	3,512,875	1.0%	50%	Yes
Local Government Investment Pools	144,259,131	40.1%	75%	Yes
Certificates of Deposit	77,550,054	21.6%	50%	Yes
Corporate Notes	19,140,374	5.3%	25%	Yes
Asset-Backed Securities (ABS)	707,550	0.2%	25%	Yes
Bank Accounts - Bank of America	45,823,701	12.75%	100%	Yes
Money Market Mutual Fund	308,784	0.1%	50%	Yes
Total Investment Holdings	359,333,865	100.0%	-	

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Adobe Inc	96,329	0.0%	5%	Yes
American Honda Finance	1,080,699	0.3%	5%	Yes
Apple Inc. Corporate Notes	1,021,500	0.3%	5%	Yes
Bank of America Co	472,271	0.1%	5%	Yes
Bank Accounts - Bank of America	45,823,701	12.8%	100%	Yes
BBVA	26,041,941	7.2%	15%	Yes
Centennial Bank	20,442,053	5.7%	15%	Yes
Caterpillar Inc	751,447	0.2%	5%	Yes
Chevron Corporation Corp Notes	654,998	0.2%	5%	Yes
Cisco Systems Inc.	2,027,558	0.6%	5%	Yes
Coca-Cola Company	332,396	0.1%	5%	Yes
Deere & Company	1,025,259	0.3%	5%	Yes
Fannie Mae	3,512,875	1.0%	5%	Yes
Fidelity Institutional Government MMF	308,784	0.09%	25%	Yes
FLCLASS	5,313,794	1.5%	50%	Yes
FL-FIT	15,177,872	4.2%	50%	Yes
Florida Prime (SBA)	98,723,942	27.5%	50%	Yes
Florida Local Government Investment Trust	25,043,523	7.0%	50%	Yes
Hancock Bank	5,153,620	1.4%	15%	Yes
Home Depot Inc.	470,319	0.1%	5%	Yes
Honeywell International	756,503	0.2%	5%	Yes
IBM CORP	1,003,066	0.3%	5%	Yes
Intel Corporation	1,020,679	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	1,007,538	0.3%	5%	Yes
Mastercard	760,058	0.2%	5%	Yes
Merck & CO Inc	773,265	0.2%	5%	Yes
Microsoft Corporate Notes	510,476	0.1%	5%	Yes
National Rural Utilities Co Finance Corp	374,003	0.1%	5%	Yes
Oracle Corp	1,022,665	0.3%	5%	Yes
Proctor & Gamble Co	673,717	0.2%	5%	Yes



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS INVESTMENT POLICY COMPLIANCE REPORT FISCAL YEAR 2019-2020 February 29, 2020

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Servisfirst Bank	25,912,441	7.2%	15%	Yes
State Street Corporation	1,003,706	0.3%	5%	Yes
The Walt Disney Corporation	511,758	0.1%	5%	Yes
Toyota Motor Corp	1,318,611	0.4%	5%	Yes
United Parcel Service Inc.	510,372	0.1%	5%	Yes
United States Treasury Securities	68,031,397	18.9%	100%	Yes
Visa Inc	668,731	0.2%	5%	Yes
Total Investment Holdings	359,333,865	100.0%	-	

Al-17683 Clerk & Comptroller's Report 8. 3.
BCC Regular Meeting Consent

Meeting Date: 04/02/2020

Issue: Document relating to a State of Local Emergency

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning the Acceptance of a Document Relating to a State of Local Emergency

That the Board accept, for filing with the Board's Minutes, the Resolution [R2020-24] Declaring a State of Local Emergency due to the imminent threat posed by COVID-19, dated March 16, 2020.

Attachments

Escambia County State of Local Emergency Resolution 3-16-20

RESOLUTION R2020-<u>24</u> DECLARATION OF STATE OF LOCAL EMERGENCY

WHEREAS, the Chairman of the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the imminent threat posed by COVID-19; and

WHEREAS, COVID-19 and infectious diseases have the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, the Chairman of the Board of County Commissioners has met with the County Administrator, been informed of risks facing Escambia County and considered whether or not to declare a state of local emergency.

NOW THEREFORE, pursuant to Escambia County Code Section 37-35(a)(1), the Board of County Commissioners hereby resolves, finds, and declares:

- 1. The above recitals are true and are incorporated herein.
- 2. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 2:00 p. m., central daylight time, this 16th day of March, 2020.
- 3. The Chairman of the Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:
 - Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
 - b. Entering into contracts.
 - c. Incurring obligations.
 - d. Employment of permanent and temporary workers.
 - e. Utilization of volunteer workers.
 - f. Rental of equipment.
 - g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee, is hereby empowered, authorized, and directed to

exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to

carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to

direct and compel evacuation of all or part of the population from stricken or threatened areas within

the County, if such action is deemed necessary to reduce the vulnerability of people in communities

of Escambia County to damage, injury, and loss of life and property resulting from the imminent

threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and

252, Florida Statutes, and any other provision of law or county ordinance.

5. The Comprehensive Emergency Management Plan (CEMP) is hereby activated.

6. This authority shall extend only for the period of the state of local emergency, as determined by the

County Administrator or her designee, or until further action by the Board of County Commissioners

terminates such authority or declares that the state of local emergency has ended.

7. This Resolution shall be transmitted to the Secretary of State upon adoption.

Adopted this 16th day of March, 2020.

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

Date Executed 3/16/2020

Steven Barry, Chairman

ATTEST: PAM CHILDERS

buty Clerk

Clerk of the Circuit Court

Rev. 6/15



RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

March 17, 2020

Honorable Pam Childers Clerk of the Circuit Court and Comptroller Escambia County Suite 130 221 Palafox Place Pensacola, Florida 32502-5843

Attention: DeLana Allen-Busbee

Dear Ms. Childers:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Escambia County Resolution R2020-24, which was filed in this office on March 17, 2020.

Sincerely,

Ernest L. Reddick Program Administrator

ELR/lb

Al-17680 Clerk & Comptroller's Report 8. 4. BCC Regular Meeting Consent

Meeting Date: 04/02/2020

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 March 5, 2020;
- B. Approve the Minutes of the Regular Board meeting held March 5, 2020;
- C. Approve the Minutes of the Attorney-Client Session held March 12, 2020;
- D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held March 12, 2020; and
- E. Approve the Minutes of the Special BCC meeting held March 20, 2020.

Attachments

20200305 Agenda Work Session Report

20200305 Gary Sansing Public Forum Report

20200305 Regular BCC Meeting Minutes

20200312 Attorney-Client Session Minutes

20200312 CW Workshop Report

20200320 Special BCC Meeting Minutes

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

MARCH 5, 2020 (9:03 a.m. – 11:01 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. <u>FOR INFORMATION:</u> The agenda for the March 5, 2020, 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; and Neal Nash, SNS Iron Rock, LLC, spoke regarding the 5:34 p.m. Public Hearing;
 - B. The Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
 - C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Shamara Jernigan reviewed the County Administrator's Report;
 - E. Alison Rogers, County Attorney, reviewed the County Attorney's Report; and
 - F. Commissioner Underhill, Commissioner May, Commissioner Bergosh, Commissioner Bender, and Commissioner Barry reviewed their add-on items.

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

MARCH 5, 2020

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 4:33 p.m.

2. Speakers

The Board heard comments from the following individuals:

Bob West Melissa Pino Carolyn Grawi

Kevin Wade Larry Downs, Jr.

3. Adjournment

Chairman Barry declared the Gary Sansing Public Forum adjourned at 4:55 p.m.

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

MARCH 5, 2020

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 and DeLana Allen-Busbee

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

Commissioner Bender 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

Made by: Commissioner May

Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

5. Commissioners' Forum:

- A. District 3 Commissioner May provided comments;
- B. District 1 Commissioner Bergosh provided comments;
- C. District 4 Commissioner Bender provided comments; and
- D. District 5 Commissioner Barry provided comments.
- 6. Recommendation: That the Board take the following action:
 - A. Adopt the Proclamation commending and congratulating Ronnie Johnson, a Field Supervisor in the Operations Division of the Waste Services Department, on his selection as the "Employee of the Month" for March 2020;
 - B. Adopt the Proclamation commending and congratulating the University of West Florida Football Team, the Argonauts, for winning their first National Title in the program's fourth year of NCAA Division II competition;
 - C. Adopt the Proclamation honoring and recognizing Rebuild Northwest Florida for the tremendous effect they have had assisting our residents in preparing their homes against hurricane force winds and storm damage; and
 - D. Ratify the Proclamation dated February 13, 2020, declaring February 7th through February 14, 2020, as Congenital Heart Defect Awareness Week.

Motion: So moved

Made by: Commissioner May

Seconded by: Commissioner Bender

Disposition: Carried unanimously

Speaker(s): Ronnie Johnson, Dave Scott, Quinton Randolph, Pete Schinnick, and

Garrett Walton

REGULAR BCC AGENDA – Continued

- 7. <u>Recommendation:</u> 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 twelve Public Hearings on the agenda:
 - (1) The 5:32 p.m. Public Hearing, advertised in the *Escambia Sun Press* on February 20, 2020, for consideration of the Petition to Vacate a portion of unopened right-of-way known as Juan Road, as petitioned by Breland Homes Coastal, LLC.;
 - (2) The 5:33 p.m. Public Hearing, advertised in the *Escambia Sun Press* on February 13, 2020 and February 20, 2020, for consideration of Vacation of a portion of the First Addition of Wesleyan Terrace Subdivision Plat on the Board's own motion;
 - (3) The 5:34 p.m. Public Hearing, advertised in the Escambia Sun Press on February 20, 2020, for consideration of the Petition to Vacate two drainage easements located at the 7200 Block of Hilburn Road (1.55 acres, more or less) from Robins Ridge Development, LLC, to Escambia County, Florida, as petitioned by SNS Iron Rock, LLC.;
 - (4) The 5:35 p.m. Public Hearing, advertised in the *Pensacola News Journal* on February 23, 2020, for consideration of the Fiscal Year 2020 Proposed Grant Application for Mass Transit Projects;
 - (5) The 5:36 p.m. Public Hearing, advertised in the *Pensacola News Journal* on February 15, 2020, for consideration of adopting an Ordinance amending Volume I, Chapter 100, Article I, Sections 100-1 through 100-6, establishing the Escambia-Pensacola Human Relations Commission:
 - (6) The 5:37 p.m. Public Hearing, advertised in the *Pensacola News Journal* on February 15, 2020, for consideration of adopting an Ordinance amending Volume I, Chapter 58, Article IV, Sections 58-95 and 58-97, relating to Fair Housing;
 - (7) The 5:45 p.m. Public Hearing, advertised in the *Pensacola News Journal* on January 17, 2020, for consideration of adopting an Ordinance amending the Official Zoning Map;
 - (8) The 5:46 p.m. Public Hearing, advertised in the *Pensacola News Journal* on February 14, 2020, concerning the review of an Ordinance removing a parcel from the Escambia County Mid-West Sector Plan and assigning a compatible Future Land Use to the parcel – OSP-2019-02;

(Continued on Page 4)

REGULAR BCC AGENDA - Continued

7. Continued...

A. Continued...

- (9) The 5:47 p.m. Public Hearing, advertised in the *Pensacola News Journal* on February 14, 2020, concerning the review of an Ordinance removing two parcels from the Escambia County Mid-West Sector Plan and assigning a compatible Future Land Use to the parcel OSP-2019-01;
- (10) The 5:48 p.m. Public Hearing, advertised in the *Pensacola News Journal* on February 14, 2020, concerning the review of an Ordinance removing a parcel from the Escambia County Mid-West Sector Plan and assigning a compatible Future Land Use to the parcel OSP-2019-03:
- (11) The 5:49 p.m. Public Hearing, advertised in the *Pensacola News Journal* on February 14, 2020, concerning the review of an Ordinance removing two parcels from the Escambia County Mid-West Sector Plan and assigning a compatible Future Land Use to the parcel OSP-2019-04; and
- (12) The 5:50 p.m. Public Hearing, advertised in the *Pensacola News Journal* on February 23, 2020, concerning the review of an Ordinance amending the Future Land Use Map LSA-2020-01; and
- B. The Board of County Commissioners Escambia County, Florida, Meeting Schedule March 2 March 6, 2020, as published in the Pensacola News Journal on February 29, 2020.

Motion: Move that we waive the reading

Made by: Commissioner Underhill Seconded by: Commissioner May

Disposition: Carried unanimously

REGULAR BCC AGENDA - Continued

- 8. <u>Recommendation:</u> That the Board, at the 5:32 p.m. Public Hearing, take the following action concerning the Petition to Vacate a portion of unopened right-of-way known as Juan Road (0.49 acres, more or less), as petitioned by Breland Homes Coastal, LLC, represented by its Agent, Joe Rector:
 - A. Approve or deny the Petition to Vacate a portion of Unopened Right-of-Way known as Juan Road (0.49 acres, more or less), as petitioned by Breland Homes Coastal, LLC, represented by its Agent, Joe Rector;
 - B. Accept the Hold/Harmless Agreement;
 - C. Adopt the Resolution [R2020-19] to Vacate; and
 - D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

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

Motion: Move the item, that we accept under A, and then B, C, and D
Made by: Commissioner Bergosh
Seconded by: Commissioner May
Disposition: Carried unanimously
Speaker(s): Joe Rector

- 9. <u>Recommendation:</u> That the Board, at the 5:33 p.m. Public Hearing, take the following action concerning the Vacation of a Portion of the First Addition of Wesleyan Terrace Subdivision Plat on the Board's Own Motion:
 - A. Approve or deny the Vacation of a Portion of the First Addition of Wesleyan Terrace Subdivision Plat on the Board's Own Motion:
 - B. Adopt the Resolution [R2020-20] to Vacate; and
 - C. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

(Continued on Page 6)

REGULAR BCC AGENDA - Continued

9. Continued...

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

Motion: Move the 5:33 in the affirmative to approve, and B and C as well

Made by: Commissioner Underhill Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

Speaker(s): None

- 10. <u>Recommendation:</u> That the Board, at the 5:34 p.m. Public Hearing, take the following action concerning the Petition to Vacate Two Drainage Easements located at the 7200 Block of Hilburn Road (1.55 acres, more or less) from Robins Ridge Development, LLC, to Escambia County, Florida, as petitioned by SNS Iron Rock, LLC, represented by its Agent, Rodney Sutton:
 - A. Approve or deny the Petition to Vacate Two Drainage Easements located at the 7200 Block of Hilburn Road (1.55 acres, more or less) from Robins Ridge Development, LLC, to Escambia County, Florida, as petitioned by SNS Iron Rock, LLC, represented by its Agent, Rodney Sutton;
 - 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.

The real property mentioned in this Petition to Vacate is located in Commission District 3.

Motion: I would move that we set a time certain to rehear this vacation at our April 2, 2020, meeting, 5:35 p.m.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

Speaker(s): Laurie Murphy, Patrick H. Crowe, Linda Crowe, Joseph Smith, Peggy Humbert, Blake McKinney, Neal Nash, Rodney Sutton, Prudence Anderson, Sherri Myers, Mike Goehring, Barbara Mayall, Andrew Blewer

REGULAR BCC AGENDA - Continued

- 11. <u>Recommendation:</u> That the Board, at the 5:35 p.m. Public Hearing, take the following action concerning the Fiscal Year 2020 Grant Application for Federal Transit Administration (FTA), Section 5307 Funds, for operating and capital expenses:
 - A. Conduct a Public Hearing for the purpose of receiving comments from the general public on the Grant Application by the Mass Transit Department, for \$3,648,678 in Federal Assistance, for Operating and Capital expenses;
 - B. Approve, or amend and approve, the Grant Application after receiving comments at the Public Hearing;
 - C. Adopt the Resolution [R2020-21] authorizing the Chairman to execute all appropriate documents for the processing and receipt of federal funds from the Federal Transit Administration; and
 - D. Authorize the Mass Transit Department Director to file the Grant Application via the Federal Transportation Award Management System (TrAMS).

[The Grant Application is for a total of \$3,648,678. Operating Assistance of \$2,500,000 requires a local 50% match. Operating costs will be reimbursed at 50% up to the allowed maximum of \$2,500,000. The local match is included in the Fiscal Year 2020 Budget. Preventive Maintenance, ADA Paratransit service, Baldwin County and Safety requires a 20% local match of \$337,169.50. The 20% local Match is covered by Florida Toll Revenue Credits.]

Motion: Move the item

Made by: Commissioner May

Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

Speaker(s): None

12. <u>Recommendation:</u> That the Board, at the 5:36 p.m. Public Hearing, adopt an Ordinance [Number 2020-4] amending Chapter 100, Article I, Sections 100-1 through 100-6, of the Escambia County Code of Ordinances establishing the Escambia-Pensacola Human Relations Commission.

Motion: Move the 5:36 in the affirmative

Made by: Commissioner Bergosh Seconded by: Commissioner May Disposition: Carried unanimously

Speaker(s): None

REGULAR BCC AGENDA - Continued

13. <u>Recommendation:</u> That the Board, at the 5:37 p.m. Public Hearing, adopt an Ordinance [Number 2020-5] amending Chapter 58, Article IV, Sections 58-95 and 58-97, relating to Fair Housing to accurately reflect the current name of the Commission that is vested with the authority to act as the Fair Housing Board.

Motion: Move the item in the affirmative

Made by: Commissioner Bergosh Seconded by: Commissioner Bender

Disposition: Carried unanimously

Speaker(s): None

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

I. CONSENT AGENDA

- Recommendation: That the Board accept, for filing with the Board's Minutes, the following two Comprehensive Annual Financial Reports (the reports will be available online at https://www.escambiaclerk.com/Archive.aspx?AMID=36):
 - A. The Government Finance Officer's Association version of the Escambia County Florida, Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2019; and
 - B. The Auditor General version of the Escambia County Florida, Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2019.

Motion: Move the balance [of the Clerk's Report] minus number 2

Made by: Commissioner Bender

Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

CLERK & COMPTROLLER'S REPORT - Continued

- I. <u>CONSENT AGENDA</u> Continued
 - 2. <u>Recommendation:</u> That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the December 2019 returns received in the month of January 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the fourth month of collections for the Fiscal Year 2020; total collections for the month of December 2019 returns was \$499,839.95; this is a 10.19% increase from December 2018 returns; total collections year to date are .14% less than the comparable time frame in Fiscal Year 2019.

Motion: Move item 2 in the affirmative

Made by: Commissioner Bergosh Seconded by: Commissioner Bender

Disposition: Carried 3-0, with Commissioner Underhill and Commissioner May

temporarily out of Board Chambers

Speaker(s): Andrew Blewer

3. Recommendation: That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended January 31, 2020, as required by Ordinance Number 95-13. On January 31, 2020, the portfolio market value was \$361,312,603 and portfolio earnings totaled \$673,582 for the month. The short term portfolio achieved a yield of 1.87%. The long-term CORE portfolio achieved a yield of 1.45%.

Motion: Move the balance [of the Clerk's Report] minus number 2

Made by: Commissioner Bender Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

4. <u>Recommendation:</u> That the Board adopt, and authorize the Chairman to sign, the Resolution [R2020-22] authorizing the write-off of \$1,457.95 of a returned check and account receivable in various funds of the County that have been determined to be uncollectible bad debts.

Motion: Move the balance [of the Clerk's Report] minus number 2

Made by: Commissioner Bender

Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

CLERK & COMPTROLLER'S REPORT - Continued

- I. <u>CONSENT AGENDA</u> Continued
 - 5. <u>Recommendation:</u> That the Board accept, for filing with the Board's Minutes, the following documents as provided to the Clerk to the Board's office:
 - A. The Santa Rosa Island Authority Financial Statements and Supplementary Information, September 30, 2019, as provided by Vickie S. Johnson, Director of Finance, Santa Rosa Island Authority;
 - B. The Escambia County, Florida, Schedule of Activity for the Landfill Management Escrow Cash Account for the year ended September 30, 2019;
 - C. The Single Audit Report, Escambia County, Florida, September 30, 2019; and
 - D. The Modification to Subgrant Agreement Between the Division of Emergency Management and Escambia County, Project Number 4177-09-R, Contract Number 16NF-00-01-27-01-453, based on the Board's action of June 16, 2016, authorizing the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and Program-related documents for the projects.

Motion: Move the balance [of the Clerk's Report] minus number 2

Made by: Commissioner Bender

Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

- 6. <u>Recommendation:</u> That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's office:
 - A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held February 13, 2020;
 - B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held February 20, 2020; and
 - C. Approve the Minutes of the Regular Board meeting held February 20, 2020.

Motion: Move the balance [of the Clerk's Report] minus number 2

Made by: Commissioner Bender

Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

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

I. PUBLIC HEARINGS

- 1. <u>Recommendation:</u> That the Board take the following action concerning the rezoning cases heard by the Planning Board on February 4, 2020:
 - A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2020-01 and Z-2020-02 or remand the cases to the Planning Board; and
 - B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed, as follows:

1. Case No.: Z-2020-01

Address: 7000 BLK Pine Forest Road (off)

Property Reference

No.:

24-1S-31-4302-000-000

Property Size: 4.95 (+/-) acres

From: Com, Commercial District (25 du/acre)

HC/LI-NA, Heavy Commercial and Light Industrial district,

prohibiting the subsequent establishment of any

microbreweries, microdistilleries, microwineries, bars,

nightclubs, or adult entertainment uses (25 du/acre)

FLU Category: MU-U, Mixed-Use Urban

Commissioner

District:

To:

1

Requested by: Wiley C. "Buddy" Page, Agent for Kader, Inc., Owner

Planning Board

Recommendation:

Approval

Speakers: Buddy Page, Larry Downs, Jr.

Motion: Move item 1 forward in the affirmative

Made by: Commissioner Bergosh Seconded by: Commissioner Bender

Disposition: Carried 3-0, with Commissioner Underhill and Commissioner May

temporarily out of Board Chambers

Speaker(s): None

GROWTH MANAGEMENT REPORT – Continued

- I. <u>PUBLIC HEARINGS</u> Continued
 - 1. Continued...
 - B. Continued...

2. Case No.: Z-2020-02

Address: 11545 Sorrento Road Property Reference: 12-3S-31-3301-000-000

Property Size: 18.78 (+/-) acres

From: LDR, Low Density Residential district (four du/acre)

To: Com, Commercial district (25 du/acre)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner District: 2

Requested by: Curtis and Kelli Sumrock, Owners

Planning Board

Recommendation: Approval

Curtis Sumrock, Chris Dosev, Melissa Pino, Brian Barr,

Michael Russo, Karen Sindel, Carole Tebay, Medora

Speakers: Mullins, Larry Downs, Jr., Suzanne Wells, Jennifer Powell,

William McLendon,

Motion: Move in favor of accepting the Planning Board's recommendation in granting the request

Made by: Commissioner Underhill

Seconded by: Commissioner Bergosh

Disposition: Carried 4-0, with Commissioner Bender temporarily out of Board Chambers

Speaker(s): Melissa Pino, Jennifer Aicher Powell, William McLendon, Curtis Sumrock, Medora Mullins, Larry Downs, Jr., Joseph A. Schiller

2. <u>Recommendation:</u> That the Board, at the 5:45 p.m. Public Hearing, adopt an Ordinance [Number 2020-6] to amend the Official Zoning Map to include the rezoning cases [Z-2020-1 and Z-2020-2] heard by the Planning Board on February 4, 2020, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

Motion: Move the item in the affirmative

Made by: Commissioner Underhill Seconded by: Commissioner Bergosh

Disposition: Carried 4-0, with Commissioner Bender temporarily out of Board

Chambers

Speaker(s): None

GROWTH MANAGEMENT REPORT – Continued

- I. <u>PUBLIC HEARINGS</u> Continued
 - 3. Recommendation: That the Board of County Commissioners (BCC), at the 5:46 p.m. Public Hearing, review and approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Escambia County Mid-West Sector Plan, Final Land Use Plan, Figure 2.01.A, removing a parcel within Section 21, Township 1N, Range 31W, Parcel Number 4301-000-000, totaling 84.10 (+/-) acres, located north of Kingsfield Road, from the Escambia County Mid-West Sector Plan; further 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, assigning a Future Land Use category to a parcel within Section 21, Township 1N, Range 31W, Parcel Number 4301-000-000, totaling 84.10 (+/-) acres, of Mixed-Use Suburban (MU-S).

This hearing is the first of two public hearings before the BCC.

Motion: "Move that we approve the Planning Board's recommendation, allow these folks to opt out, and recover their property rights."

Made by: Commissioner Bergosh Seconded by: Commissioner May

Disposition: Carried 4-1, with Commissioner Underhill voting "no"

Speaker(s): Melissa Pino, William Beech, Theresa Blackwell, Jack Weaver, Frank Westmark, Elizabeth Westmark, Jacqueline Rogers, Larry Downs, Jr., Kevin Wade

4. Recommendation: That the Board of County Commissioners (BCC), at the 5:47 p.m. Public Hearing, review and approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Escambia County Mid-West Sector Plan, Final Land Use Plan, Figure 2.01.A, removing two parcels within Section 30, Township 1N, Range 31W, Parcel Number 2203-000-000, totaling 12.27 (+/-) acres, and Parcel Number 2203-000-005, totaling 10.01 (+/-) acres, located on Kingsfield Road, from the Escambia County Mid-West Sector Plan; further 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, assigning a Future Land Use category to two parcels within Section 30, Township 1N, Range 31W, Parcel Number 2203-000-000, totaling 12.27 (+/-) acres, and Parcel Number 2203-000-005, totaling 10.01 (+/-) acres, of Mixed-Use Suburban (MU-S).

(Continued on Page 14)

GROWTH MANAGEMENT REPORT – Continued

- I. PUBLIC HEARINGS Continued
 - 4. Continued...

This hearing is the first of two public hearings before the BCC.

On February 25, 2020, the applicant sent an email (see provided) requesting that this case be withdrawn from the BCC meeting.

Motion: Move that we drop the 5:47 and continue the item to a date uncertain

Made by: Commissioner Underhill Seconded by: Commissioner Bender

Disposition: Carried unanimously

Speaker(s): Frank Westmark

5. Recommendation: That the Board of County Commissioners (BCC), at the 5:48 p.m. Public Hearing, review and approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Escambia County Mid-West Sector Plan, Final Land Use Plan, Figure 2.01.A, removing a parcel within Section 30, Township 1N, Range 31W, Parcel Number 2203-001-001, totaling 4.04 (+/-) acres, located on Kingsfield Road, from the Escambia County Mid-West Sector Plan; further 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, assigning a Future Land Use category to a parcel within Section 30, Township 1N, Range 31W, Parcel Number 2203-001-001, totaling 4.04 (+/-) acres, of Mixed-Use Suburban (MU-S).

This hearing is the first of two public hearings before the BCC.

Motion: Move that we approve the Planning Board's recommendation on this item

Made by: Commissioner Bergosh Seconded by: Commissioner May

Disposition: Carried 4-1, with Commissioner Underhill voting "no"

Speaker(s): Melissa Pino, Theresa Blackwell, William Beech, Jacqueline Rogers,

Clyde Jolly, Larry Downs, Jr., Kevin Wade

GROWTH MANAGEMENT REPORT – Continued

- I. PUBLIC HEARINGS Continued
 - 6. Recommendation: That the Board of County Commissioners (BCC), at the 5:49 p.m. Public Hearing review and approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Escambia County Mid-West Sector Plan, Final Land Use Plan, Figure 2.01.A, removing two parcels within Section 30, Township 1N, Range 31W, Parcel Number 2203-000-003, totaling 3.04 (+/-) acres, and Parcel Number 2203-000-002 totaling 2.95 (+/-) acres, located on Kingsfield Road, from the Escambia County Mid-West Sector Plan; further 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, assigning a Future Land Use category to two parcels within Section 30, Township 1N, Range 31W, Parcel Number 2203-000-003, totaling 3.04 (+/-) acres, and Parcel Number 2203-000-002, totaling 2.95 (+/-) acres, of Mixed-Use Suburban (MU-S).

This hearing is the first of two public hearings before the BCC.

Motion: Move the item, move that we approve what the Planning Board approved

Made by: Commissioner Bergosh Seconded by: Commissioner Bender

Disposition: Carried 3-0, with Commissioner May temporarily out of Board Chambers and Commissioner Underhill having left the meeting

Speaker(s): Melissa Pino, Theresa Blackwell, William Beech, Jacqueline Rogers, Clyde L. Jolly, David Brannen, Larry Downs, Jr., Kevin Wade

7. Recommendation: That the Board of County Commissioners (BCC), at the 5:50 p.m. Public Hearing, review and approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance 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 05, Township 3S, Range 31W, and which is identified as Parcel ID Number 05-3S-31-1500-000-000, totaling 26.76 (+/-) acres, located on Blue Angel Parkway, from Commercial (C) to Mixed-Use Urban (MU-U).

(Continued on Page 16)

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

7. Continued...

This hearing serves as the first of two public hearings.

Motion: Move the item in the affirmative

Made by: Commissioner Bergosh Seconded by: Commissioner May

Disposition: Carried 3-0, with Commissioner Underhill having left the meeting and Commissioner Barry abstaining and filing form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers

Speaker(s): John Lind, Stanley Sukal, Scott Bridgford, Michelle Wilkes, Donna Morris, Larry Downs, Jr., Frances Walsh, and Jason Rebol

II. FOR ACTION

- 1. <u>Recommendation:</u> That the Board take the following action concerning recording of Brylington Manor (a 74-lot public residential subdivision) located in the Saufley Field Community, lying south of Mobile Highway (U.S. Highway 90), and west of Klondike Road. Owned and developed by Ashton, LLP. 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 Statutes:
 - A. Approve the final plat for recording:
 - B. 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
 - C. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement with Surety for Streets and Drainage improvements.

Motion: Move the item in the affirmative A, B, and C

Made by: Commissioner Bergosh Seconded by: Commissioner Bender

GROWTH MANAGEMENT REPORT – Continued

III. CONSENT AGENDA

- 1. <u>Recommendation:</u> That the Board authorize the scheduling of the following Public Hearings on April 2, 2020:
 - A. 5:45 p.m. A Public Hearing CIP Ordinance

Summary: The purpose of this ordinance is to fulfill the requirements of Section 163.3177(3)(b), Florida Statutes and Objective CIE 1.2, Five-Year Schedule, Escambia County Comprehensive Plan: 2030 by adopting the 2019-2023 update to the Five-Year Schedule of Capital Improvements.

B. 5:46 p.m. - A Public Hearing - 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.

C. 5:47 p.m. - A Public Hearing - Perdido Landfill - Renewal of Concrete Recycling Facility Permit

Summary: Review and approve, modify, or deny the renewal of a permit for a concrete recycling facility located at 13009 Beulah Road.

D. 5:48 p.m. - A Public Hearing - Brickton Borrow Pit Permit Renewal

Summary: Review and approve, modify, or deny the renewal of a permit for a borrow pit located at 8800 N. Highway 29.

E. 5:49 p.m. - A Public Hearing - Eager Beaver Recycling Permit Renewal

Summary: Review and approve, modify, or deny the renewal of a permit for a concrete recycling facility located at 2170 Longleaf Drive.

Motion: Move in the affirmative

Made by: Commissioner Bender Seconded by: Commissioner May

Disposition: Carried 3-1, with Commissioner Bergosh voting "no" and Commissioner

Underhill having left the meeting

COUNTY ADMINISTRATOR'S REPORT – Janice Gilley, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

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

Motion: Move the balance of CAR I

For Information: The "balance" refers to Technical/Public Service Consent Agenda items 1 through 10, with the exception of items 5 and 10, which were held for separate votes.

Made by: Commissioner Bergosh Seconded by: Commissioner May

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

2. <u>Recommendation:</u> That the Board accept for filing with the Board's Minutes, the February 6, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion: Move the balance of CAR I

For Information: The "balance" refers to Technical/Public Service Consent Agenda items 1 through 10, with the exception of items 5 and 10, which were held for separate votes.

Made by: Commissioner Bergosh Seconded by: Commissioner May

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

- 3. Recommendation: That the Board approve the following individual "Special Event Permit Applications" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use.) Each Noise Waiver Application listed below coincides with an Application for a fireworks exhibition for the 2020 Seasonal Fireworks Displays sponsored by Portofino and launched from a floating platform near the Portofino Pier on Pensacola Beach.
 - A. Application for May 24, 2020, 9:00 p.m. to 9:15 p.m.;
 - B. Application for June 5, 2020, 9:00 p.m. to 9:15 p.m.;
 - C. Application for June 12, 2020, 9:00 p.m. to 9:15 p.m.;
 - D. Application for June 17, 2020, 9:45 p.m. to 10:00 p.m.;

(Continued on Page 19)

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- I. <u>TECHNICAL/PUBLIC SERVICE CONSENT AGENDA</u> Continued
 - 3. Continued...
 - E. Application for June 26, 2020, 9:00 p.m. to 9:15 p.m.;
 - F. Application for July 4, 2020, 9:00 p.m. to 9:15 p.m.;
 - G. Application for July 10, 2020, 9:00 p.m. to 9:15 p.m.;
 - H. Application for July 17, 2020, 9:00 p.m. to 9:15 p.m.;
 - I. Application for July 24, 2020, 9:00 p.m. to 9:15 p.m.;
 - J. Application for July 31, 2020, 9:00 p.m. to 9:15 p.m.;
 - K. Application for August 7, 2020, 9:00 p.m. to 9:15 p.m.;
 - L. Application for September 6, 2020, 9:00 p.m. to 9:15 p.m.;
 - M. Application for October 31, 2020, 9:00 p.m. to 9:15 p.m.; and
 - N. Application for January 1, 2021, 12:00 a.m. to 12:15 a.m.

Motion: Move the balance of CAR I

For Information: The "balance" refers to Technical/Public Service Consent Agenda items 1 through 10, with the exception of items 5 and 10, which were held for separate votes.

Made by: Commissioner Bergosh Seconded by: Commissioner May

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

4. <u>Recommendation</u>: That the Board approve the following individual "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use) for the Soundside Merchants Association Crawfish Festival Fireworks Display to be launched from a barge offshore near 400 Quietwater Beach Road on April 18, 2020, from 8:00 p.m. to 8:30 p.m.

Motion: Move the balance of CAR I

For Information: The "balance" refers to Technical/Public Service Consent Agenda items 1 through 10, with the exception of items 5 and 10, which were held for separate votes.

Made by: Commissioner Bergosh Seconded by: Commissioner May

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- I. <u>TECHNICAL/PUBLIC SERVICE CONSENT AGENDA</u> Continued
 - 5. <u>Recommendation:</u> That the Board authorize the scheduling of a Public Hearing for April 2, 2020, at 5:35 p.m., for the purpose of receiving comments from the public concerning the repeal and replacement of Chapter 14 of the Escambia County Code of Ordinances, entitled "Buildings and Building Regulations."

Motion: Move item 5 recognizing that the date is April 14th at 9:01 a.m.

Made by: Commissioner Bender

Seconded by: Commissioner Bergosh

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

6. Recommendation: That the Board authorize the scheduling of a Public Hearing on April 2, 2020, at 5:32 p.m., to consider adoption of an Ordinance creating the Makenna Estates Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

Motion: Move the balance of CAR I

For Information: The "balance" refers to Technical/Public Service Consent Agenda items 1 through 10, with the exception of items 5 and 10, which were held for separate votes.

Made by: Commissioner Bergosh Seconded by: Commissioner May

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

7. <u>Recommendation:</u> That the Board authorize the scheduling of a Public Hearing on April 2, 2020, at 5:33 p.m., to consider adoption of an Ordinance creating the Sonoma Ridge Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

Motion: Move the balance of CAR I

For Information: The "balance" refers to Technical/Public Service Consent Agenda items 1 through 10, with the exception of items 5 and 10, which were held for separate votes.

Made by: Commissioner Bergosh Seconded by: Commissioner May

COUNTY ADMINISTRATOR'S REPORT - Continued

- I. <u>TECHNICAL/PUBLIC SERVICE CONSENT AGENDA</u> Continued
 - 8. Recommendation: That the Board approve the Revised 2020 Board of County Commissioners' Meeting/Committee of the Whole Workshop Schedule, as submitted, to include the First and Second Budget Public Hearings, scheduled on Tuesday, September 8, 2020, at 5:31 p.m., and Tuesday, September 22, 2020, at 5:31 p.m., respectively.

The Budget Workshops have also been scheduled for Tuesday, July 14, 2020, at 9:00 a.m., and Wednesday, July 15, 2020, at 9:00 a.m.

Motion: Move the balance of CAR I

For Information: The "balance" refers to Technical/Public Service Consent Agenda items 1 through 10, with the exception of items 5 and 10, which were held for separate votes.

Made by: Commissioner Bergosh Seconded by: Commissioner May

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

9. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Hold Harmless Agreement and Indemnification Agreement for Gallery Night Pensacola, between Escambia County, Florida, and Gallery Night Pensacola, Inc., for use of the County Tax Collector Courtyard as a performance venue on March 20, 2020, from approximately 4:00 p.m. to 11:00 p.m.

Motion: Move the balance of CAR I

For Information: The "balance" refers to Technical/Public Service Consent Agenda items 1 through 10, with the exception of items 5 and 10, which were held for separate votes.

Made by: Commissioner Bergosh Seconded by: Commissioner May

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

10. <u>Recommendation:</u> That the Board discuss and support the Medical Examiner Search Committee actions, from the January 22, 2020, Medical Examiner Search Committee meeting.

Motion: Move the recommendation for item 10

Made by: Commissioner May

Seconded by: Commissioner Bender

COUNTY ADMINISTRATOR'S REPORT - Continued

II. BUDGET/FINANCE CONSENT AGENDA

- Recommendation: That the Board take the following action concerning a Memorandum of Understanding (MOU) between Escambia County and AMIKids Pensacola, Inc., to support the Block by Block Project:
 - A. Approve funding, in the amount of \$50,000, to support the AMIKIds Pensacola, Inc., Workforce Development Program, as outlined in the MOU;
 - B. Authorize the Chairman to sign the Memorandum of Understanding between Escambia County and AMIKids Pensacola, Inc., to support the donation of the Grant to AMIKids Pensacola, Inc., Workforce Development Program, as outlined in the Agreement; and
 - C. Authorize County Administration to take any further actions necessary to implement the Agreement.

[Funding Source: Fund 001, General Fund, Cost Center 370102]

Motion: Move this item

Made by: Commissioner May

Seconded by: Commissioner Bergosh

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

Speaker(s): Andrew Blewer

- 2. <u>Recommendation:</u> That the Board take the following action concerning the Gulf Power Street Lighting Project Contract:
 - A. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule to install 12 LED streetlights on North Street in the Warrington Redevelopment Area;
 - B. Approving one of the following payment plans:
 - 1. Pay upfront cost of \$14,857.39, which includes Installation and 1-year of Energy cost; thereafter monthly Energy cost will be \$88.42;

OR

2. Pay no upfront cost, and the monthly Energy cost will be \$223.97; and

(Continued on Page 23)

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
 - 2. Continued...
 - C. Authorizing the Chairman to sign the Gulf Power Contract for Street and General Area Lighting Service for a full term of five years, and thereafter from year-to-year until terminated by notice to either party by the other party.

Project is located in Commission District 2.

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

Motion: Move A, B-1, and C
Made by: Commissioner Bender
Seconded by: Commissioner May

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

- 3. <u>Recommendation:</u> That the Board ratify the following March 5, 2020, 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 three Residential Rehab Grant Program Funding and Lien Agreements:
 - 1. The Agreements between Escambia County CRA and Robert J. Davies, owner of residential property located at 507 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of \$4,579, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows and storm shutter installation;
 - 2. The Agreements between Escambia County CRA and Jeff C. Kennedy Trust dated 10-1-2012, owner of residential property located at 210 Delray Drive, Warrington Redevelopment District, each in the amount of \$4,438, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;
 - 3. The Agreements between Escambia County CRA and Charles S. and Joan M. Shellito, owners of residential property located at 103 Gilliland Road, Warrington Redevelopment District, each in the amount of \$3,116, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, storm shutter installation; and

(Continued on Page 24)

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
 - 3. Continued...
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Motion: Move to approve A, 1, 2, 3, and B

Made by: Commissioner Bender

Seconded by: Commissioner Bergosh

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

Speaker(s): Melissa Pino

4. <u>Recommendation:</u> That the Board ratify the County Administrator's signature concerning the following Change Orders to Purchase Order #201069 to Design Homebuilders, Inc., for housing repairs at 432 Oakfield Road:

Department:	Neighborhood & Human Services
Division:	Neighborhood Enterprise
Type:	Addition
Amount:	\$8460
Vendor:	Design Homebuilders, Inc.
Purchase Order #:	201069
Original Award Amount:	\$24,280
Change Order #1 (1/30/20):	\$7200
Change Order #2 (2/18/20):	\$1260
New P.O. Total:	\$32,740

[Funding: Fund 120/2018 SHIP, Cost Center 370205 (\$5720) and Fund 124/Affordable Housing, Cost Center 370290 (\$2740)]

Motion: Move the balance

For Information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. <u>Recommendation:</u> That the Board approve and authorize the County Administrator to execute Change Order #2 to Purchase Order #201052 to Larry Gates Construction for asbestos removal and disposal at 101 and 103 Diego Circle:

Department:	Neighborhood & Human Services
Division:	Neighborhood Enterprise
Type:	Addition
Amount:	\$18,300
Vendor:	Larry Gates Construction
Purchase Order #:	201052
Original Award Amount:	\$11,800
New P.O. Total:	\$30,100
Funding Fund 129/2017 CDBG, Cost Center 370231	

Motion: Move the balance

For Information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

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

- 6. <u>Recommendation:</u> That the Board take the following action concerning the Contract Award for Community Development Block Grant (CDBG) Housing Rehabilitation Services for 5711 Almax Court:
 - A. Authorize the County Administrator to sign the CDBG Housing Rehabilitation Services Program Agreement between Escambia County, Florida; McDELT, LLC, Contractor; and Beverly Avergel Faubion, Owner; per the terms and conditions of NED C-R-2020-5, NED CDBG Housing Repair for 5711 Almax Court, for a base bid of \$56,100; and

(Continued on Page 26)

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
 - 6. Continued...
 - B. Authorize the issuance of a Purchase Order.

[Funding: Fund 129/2017 CDBG Housing Rehab, Cost Center 370230]

Motion: Move the balance

For Information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

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

7. <u>Recommendation:</u> That the Board approve funding \$250 to sponsor Spring Harvest Fest, Shiloh Primitive Baptist Church from Commissioner Lumon May's discretionary fund.

[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 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

COUNTY ADMINISTRATOR'S REPORT – Continued

II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

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

This request for quotations was emailed to 166 registrants in Vendor Registry, representing 99 firms. 51 firms opened and viewed the request for quotations. At closing on September 27, 2019, 12:00 p.m., five quotations had been received, with three registered through Vendor Registry and two hand delivered.

Vendor/Contractor	Amount	Contract Number
SAFE LAWN, INC. Groundskeeping Services		
Fund 401, Solid Waste Fund Cost Center: 230314, SW Operations; Object Code: 53401, Other Contractual Services; (\$27,025)	\$31,075	N/A Request for Quotations via Vendor Registry and/or Hand Delivery
Cost Center: 230307, SW Transfer Station Object Code: 53401, Other Contractual Services; (\$4,050)		

Motion: Move the balance

For Information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
 - 9. <u>Recommendation:</u> That the Board authorize the Department, in conjunction with the Office of Purchasing, to issue Purchase Orders as required.

Motion: Move the balance

For Information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

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

- 10. <u>Recommendation:</u> That the Board take the following action concerning the conveyance of a portion of real property, located at 3085 Robertson Road, to Jerry David Westmoreland and Jean Ann Westmoreland:
 - A. Authorize conveyance of a Quit Claim Deed to Jerry David Westmoreland and Jean Ann Westmoreland, to confirm the return of this portion of real property previously conveyed to Escambia County in 1995; and
 - B. Authorize the Chairman or Vice Chairman to execute the Quit Claim Deed, and have it recorded at the County's expense in the Clerk of the Court Public Records.

This property is located in Commission District 2.

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

Motion: Move the balance

For Information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

COUNTY ADMINISTRATOR'S REPORT - Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. <u>Recommendation:</u> 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 as provided, for the Engineering Department as follows:

Vendor/Contractor	Amount	Contract Number
Vendors to be determined based on quotes: Alfred Watson Construction, Vendor Number 011322 Infrastructure Specialty Services, Vendor Number 420809 Christopher Bargaineer Concrete, Vendor Number 033086 Roads Inc. of NWF, Vendor Number 182328 Chavers Construction, Vendor Number 032335 LTS Construction, LLC, Vendor Number 426732	\$100,000	N/A
Adhering to Purchasing Policy PP060, quotes are solicited from at least three local contractors for each project, and the work is awarded based on the lowest cost. Over the course of the year, some contractors may receive Purchase Orders for work on Americans with Disabilities Act (ADA) upgrades on a cumulative amount not to exceed \$100,000. The Engineering Department will solicit quotes for these projects from the qualified local contractors listed above, and also from other qualified local contractors throughout the course of Fiscal Year 2019/2020.		

[Funding is currently available in Fund 353, Local Option Sales Tax (LOST) IV, Cost Center 210106 "Transportation and Drainage", Project #20EN0938.]

Motion: Move the balance

For Information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
 - 12. <u>Recommendation:</u> That the Board take the following action concerning the Florida Department of Transportation (FDOT) County Incentive Grant Program (CIGP) Application for the County Road (CR) 184 (Muscogee Road) Freight Corridor Project:
 - A. Authorize staff to submit an Application for CIGP Funds to the Florida Department of Transportation (FDOT), to request Grant funding for the CR 184 (Muscogee Road) Freight Corridor Project, from the Perdido River to Beulah Road (CR 99), and from Carlisle Drive to Nowak Road; and
 - B. Authorize the County Administrator or designee to sign the Application, and any other documents related to the request for CIGP funds, subject to Legal review and signoff, if applicable, and without further action of the Board.

This project is located in Commission District 5.

[Funding: Fund 353, Local Option Sales Tax IV; CIGP requires a 50/50 funding match. Staff recommends requesting that CIGP funds for the project totaling \$2,700,000 (construction estimate, including contingency and construction engineering and inspection) be awarded. If awarded, FDOT and Escambia County would each fund \$1,350,000 towards the project.]

Motion: Move the balance

For Information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

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

13. <u>Recommendation:</u> That the Board adopt the Resolution [R2020-23] approving Supplemental Budget Amendment #064, Local Option Sales Tax III (Fund 352), in the amount of \$8,250, to recognize proceeds from Escambia County Utilities Authority (ECUA) for reimbursement for the Interlocal Cost Sharing Agreement for the Detroit Boulevard and Cove Avenue Utility Relocation project, and to appropriate these funds back into the LOST III project budget.

(Continued on Page 31)

COUNTY ADMINISTRATOR'S REPORT - Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued...

Escambia County and ECUA entered a 50/50 cost sharing agreement to share the cost of relocating utilities as part of the bridge installation at Detroit Boulevard and Cove Avenue. Total cost of the utilities relocation was \$16,500, and ECUA's contribution is \$8,250. These funds have been received and need to be transferred back into the project's budget.

Motion: Move the balance

For Information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

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

- 14. <u>Recommendation:</u> That the Board take the following action concerning the Fiscal Year 2020/2021 Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:
 - A. Approve allocating the remaining available balance in the Tourist Promotion Fund, Fund 108, to Visit Pensacola, Inc., from Cost Center 360101, in the amount of \$1,996,867, and from Cost Center 360105, in the amount of \$803,133, for a combined total of \$2,800,000; and
 - B. Approve the Amendment to the Miscellaneous Appropriations Agreement, amending Section 3, increasing the allocation by \$2,800,000, for a total allocation of \$9,249,534, to be paid from the Tourist Promotion Fund (108), Cost Centers 360101 and 360105, Account 58201; and amending Exhibit "A" as follows:
 - 1. Direct programming: Expenses of \$4,925,816\$6,922,683 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community;

(Continued on Page 32)

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
 - 14. Continued...
 - B. Continued...
 - 2. Operations: Expenses of \$340,622\\$498,147 related to the operations of the Visit Pensacola office and the Pensacola Sports Association (PSA); and
 - Personnel: Expenses of \$1,183,096 \$1,828,704 related to salaries and benefits for employees working for Visit Pensacola and the Pensacola Sports Association (PSA);
 - C. Authorize the Chairman to sign the Amendment and all other necessary documents; and
 - D. Authorize the execution of the necessary Change Order.

Motion: Move the balance

For Information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

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

- 15. <u>Recommendation:</u> That the Board take the following action concerning the Rescindment of Prior Board Actions for the Surplus and Sale of Real Property that Escheated to the County:
 - A. Rescind the Board's action of February 16, 2012, taking the following action concerning the surplus and sale of real property located at 1209 West Bobe Street:
 - 1. Declaring surplus the Board's real property, Account Number 06-2179-000, Reference Number 17-2S-30-1600-381-038;
 - 2. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$46,781, in accordance with Section 46.134 of the Escambia County Code of Ordinances;

(Continued on Page 33)

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Continued...

A. Continued...

- Authorizing the County Attorney to take such necessary actions to evict the occupants of this County-owned property if they are still occupying the premises; and
- 4. Authorizing the Chairman to sign all documents related to the sale;
- B. Rescind the Board's action of July 10, 2014, taking the following action concerning surplus and sale of real property, located at 3403 West Lloyd Street:
 - 1. Authorizing the County Attorney to take such necessary actions to evict the occupants of County-owned properties, if they are still occupying the premises;
 - 2. Declaring surplus the Board's real property, as listed below, with the Property Appraiser's (PA) Value and District noted:

Account	Reference	2013 PA Value	Address	District
064094000	332S303301005274	\$7,434	3403 West Lloyd Street	3

- Authorizing the sale of property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current assessed value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
- 4. Authorizing the Chairman to sign all documents related to the sales; and
- C. Rescind the Board's action of November 6, 2014, taking the following action concerning the surplus and sale of real properties, located at the following locations:
 - Authorizing the County Attorney to take such necessary actions to evict the occupants of the County-owned properties listed below, if they are still occupying the premises;

(Continued on Page 34)

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
 - 15. Continued...
 - C. Continued...
 - 2. Declaring surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District (Dist.) noted:

Account	Reference	2014 PA Value	Address	District
150646000	000S009060014053	\$4,868	1021 North "F" Street	3
150780000	000S009060110068	\$2,250	1209 West Gonzalez Street	3
150783000	000S009060122068	\$5,398	1015 North "G" Street	3
150784100	000S009060150068	\$4,499	1017 North "G" Street	3

- 3. Authorizing the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
- 4. Authorizing the Chairman to sign all documents related to the sales.

Each of the above-referenced parcels has previously been declared surplus and authorized for sale. A sale has not been achieved on these parcels to date. The prior Board actions are now being rescinded to allow the parcels to be designated for use in an infill housing project in District 3.

Motion: Move the balance

For Information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

COUNTY ADMINISTRATOR'S REPORT - Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Recommendation: That the Board award and authorize the County Administrator to sign the Agreement between Escambia County and Mott MacDonald Florida, LLC, per the terms and conditions of PD 18-19.081, Design Services for Muldoon, Velma, and Saufley Field Area Drainage Project for Phase I Base Services, in the amount of \$386,235, and Phase I Optional Services, in the amount of \$69,930. The total estimated cost for Phase I is \$456,165.

Contingent upon an appropriation of additional Project funding, the County will budget funds for Phase II Base Services, in the amount of \$313,055, Phase II Optional Services, in the amount of \$82,335, Phase III Base Services, in the amount of \$34,665, and Phase III Optional Services, in the amount of \$12,985. The total estimated cost for Phase II is \$395,390, and Phase III is \$47,650.

The total estimated Project cost (Phases I-III) is \$899,205.

Vendor/Contractor		Contract Number
Phase I: Fund 352, LOST III; Cost Center 210107, Transportation & Drainage; Object Code 56301, Improvements Other Than Buildings; Project Code 17EN2791	\$456,165	PD 18- 19.081

This solicitation was issued via Government Forms Software to 248 registrants representing 96 firms.

Motion: Move the approval of item 16 with the correction to the project code to 17EN3791

Made by: Commissioner Bergosh
Seconded by: Commissioner Bender

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

Speaker(s): Andrew Blewer

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. <u>Recommendation:</u> That the Board award and authorize the County Administrator to sign a Purchase Order, in excess of \$50,000, for five Transfer Trailers, to Mac Trailer Manufacturing, Inc., in the amount of \$382,815 (\$76,563 per trailer), per the terms and conditions of PD 19-20.027, Transfer Trailers (5) for Solid Waste.

Vendor/Contractor		Contract Number
Fund 401, Solid Waste Fund; Cost Center 230307, Palafox	\$382,815	PD 19-
Transfer Station; Object Code 56401, Machinery & Equipment	Ψ002,010	20.027

Specification PD 19-20.027, Transfer Trailers (5) for Solid Waste was posted to Vendor Registry on January 21, 2020 and issued to 32 registrants representing 27 firms. The solicitation was viewed by 18 firms and downloaded by 13 firms.

Motion: Move the balance

For Information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

COUNTY ADMINISTRATOR'S REPORT - Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. <u>Recommendation:</u> That the Board award and authorize the County Administrator to sign the Agreement for Landscape Maintenance between Escambia County and The Four C's Landscaping Services, Inc., for a period of 12 months, renewable for up to two additional 12-month periods, for a total of 36 months, in the approximate annual amount of \$61,985.53.

Vendor/Contractor	Amount	Contract Number
Fund 151, Community Redevelopment Fund; Cost Center 370113, CRA Brownsville; Object Code 56301 Improvements Other Than Buildings	\$10,569.00	PD 18- 19.093
Fund 151, Community Redevelopment Fund; Cost Center 370114, CRA Warrington; Object Code 56301 Improvements Other Than Buildings	\$22,564.00	PD 18- 19.093
Fund 151, Community Redevelopment Fund; Cost Center 370116, CRA Barrancas; Object Code 56301 Improvements Other Than Buildings	\$15,470.28	PD 18- 19.093
Fund 151, Community Redevelopment Fund; Cost Center 370117, CRA Englewood; Object Code 56301 Improvements Other Than Buildings	\$8,756.00	PD 18- 19.093
Fund 118, Gulf Coast Restoration Fund, Cost Center 222001, NRDA Boat Ramps; Object code 54610, Repair & Maintenance	\$4,626.25	PD 18- 19.093
Total	\$61,985.53	

Specification PD 18-19.093, Landscape Maintenance, was posted on Vendor Registry beginning on August 23, 2019, and was issued to 118 registrants representing 95 firms. The solicitation was viewed by 51 firms and downloaded by 39 firms. Bid responses were received from two firms. The Selection Committee deemed The Four C's Landscaping Services, Inc., to be the lowest, most responsive bidder.

Motion: Move item 18 in the affirmative

Made by: Commissioner Bergosh Seconded by: Commissioner Bender

Disposition: Carried 3-0, with Commissioner May temporarily out of Board Chambers

and Commissioner Underhill having left the meeting

Speaker(s): Andrew Blewer

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
 - 19. Recommendation: That the Board take the following action:
 - A. Approve and authorize the County Administrator to sign a Revenue Agreement between Escambia County, Florida, and Keefe Commissary Network, LLC, for the Escambia County Jail, Work Release, and Work Annex, per the terms and conditions of PD 18-19.102, Inmate Commissary and Banking Services, for a negotiated commission rate of 51% to the County on all adjusted gross revenue, with an effective date of April 1, 2020;

For the purpose of this Agreement, Adjusted Gross Revenue is defined as the total amount of merchandise sold/issued to inmates on behalf of the County:

- Minus Applicable Sales Tax
- Minus the Cost of All "Indigent Items" Issued
- Minus Non-Profit Items (stamps, stamped envelopes, etc.) Issued
- B. Authorize the County Administrator to sign the Agreement for Secure Release Prepaid Debit Card Release between Escambia County and Keefe Commissary Network, LLC, authorizing the County to issue available inmate trust fund balances to the inmate at time of release; and
- C. Authorize the County Administrator to sign the Payment Services Agreement between Escambia County and Keefe Commissary Network, LLC, authorizing the firm to handle certain cash and payment processing services on behalf of the County as it relates to the Inmate Commissary and Banking services.

Vendor/Contractor	Amount	Contract Number
Fund 111, Detention/Jail Commissary Fund; Revenue Account 342301	Revenue Account	
	Revenue Account	

(Continued on Page 39)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

19. Continued...

Solicitation PD 18-19.102, Inmate Commissary and Banking Services, was published via Vendor Registry on August 28, 2019, and was issued to 30 registrants representing 21 firms. The solicitation was viewed by 38 firms and downloaded by 26 firms. On October 15, 2019, four firms submitted bid responses.

Motion: Move the balance

For Information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

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

20. <u>Recommendation:</u> That the Board take the following action:

- A. Rescind the Board's previous action of December 5, 2019, to approve and authorize the County Administrator to execute, subject to Legal sign-off, the Agreement between Escambia County and DPZ CoDESIGN, LLC, per the terms and conditions of PD 17-18.105, OLF-8 Master Plan, for a base rate of \$1,159,757, expenses not-to-exceed (NTE) \$75,000, and optional services NTE \$88,750;
- B. Waive any potential conflict of interest relating to subconsultant, Weitzman Associates; and
- C. Approve and authorize the County Administrator to execute the final Agreement for Professional Consulting Services between Escambia County and DPZ CoDESIGN, LLC, per the terms and conditions of PD 17-18.105, OLF-8 Master Plan, for a base rate of \$1,159,757, expenses NTE \$75,000, and optional services NTE \$88,750, to include a provision acknowledging the Consultant's disclosure of a potential conflict of interest relating to subconsultant, Weitzman Associates.

(Continued on Page 40)

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

20. Continued...

Vendor/Contractor	// mount	Contract Number
Code 53101 (funded by Navy Federal Credit Union through a Memorandum of Understanding, excluding	¥ , · - ·	PD 17- 18.105

Motion: Move the item in the affirmative, A, B, and C
Made by: Commissioner Bergosh
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill having left the meeting
Speaker(s): Andrew Blewer and Theresa Blackwell

- 21. Recommendation: That the Board approve and authorize the County Administrator to sign Agreements, per the terms and conditions of PD 18-19.027, Debris Hauling Services for Escambia County, to be available in the event of a declared disaster in Escambia County based on Escambia County, Florida Counter Offer and each firms acceptance:
 - AshBritt, Inc.
 - Bergeron Emergency Services, Inc.
 - Ceres Environmental Services, Inc.
 - Crowder-Gulf Joint Venture, Inc.
 - Custom Tree Care, Inc.
 - D & J of Alabama, Inc.
 - DRC Emergency Services, LLC
 - Panhandle Grading & Paving, Inc.
 - Phillips and Jordan, Inc.
 - Roads, Inc. of NWF
 - Southern Disaster Recovery, LLC
 - T.F.R. of Texas, Inc.

(Continued on Page 41)

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Continued...

Vendor/Contractor	Amount	Contract Number
Funding Source, initially, is Fund 112, Disaster Recovery Fund, pending Federal assistance and reimbursement	TBD	PD 18- 19.027

Motion: Move the balance

For Information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

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

22. <u>Recommendation:</u> That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and Ten-8 Fire Equipment, Inc., per the terms and conditions of solicitation PD 19-20.014, PPE Extractor Washers per NFPA-1851 Guidelines for Escambia County Public Safety-Fire Rescue, in the amount of \$69,105 (each extractor washer priced at \$4,607).

This solicitation was issued to 73 registrants in Vendor Registry representing 48 firms, 20 firms viewed the solicitation and 12 firms downloaded the solicitation. Five bid responses were received.

Vendor/Contractor	Amount	Contract Number
Fund 143, Fire Protection Fund; Cost Center 330206, Fire Department PD; Object Code 56401, Machinery & Equipment	\$69,105	PD 19- 20.014

Motion: Move the balance

For Information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

23. <u>Recommendation:</u> That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Geosyntec Consultants, Inc., per the terms and conditions of PD 19-20.010, Waste Services Ground Water Monitoring Services, in the amount of \$96,400, for groundwater reporting activities.

Vendor/Contractor		Contract Number
Fund 401, Solid Waste Fund; Cost Center 230304, Environmental Quality, Object Code 53101, Professional Services	\$96,400	PD 19- 20.010

Motion: Move the balance

For Information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

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

- 24. <u>Recommendation:</u> That the Board take the following action:
 - A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Thalle Construction Company, Inc., per the terms and conditions of PD 18-19.107, Perdido Landfill, Phase 2, Landfill Mining, in the amount of \$7,612,711; and
 - B. Approve the remaining budget of \$387,289 for contingency funding for similar and/or related tasks.

Vendor/Contractor	/\ ma a i in+	Contract Number
Fund 401, Solid Waste Fund; Cost Center 230315, Solid Waste Projects; Object Code 56301, Improvements Other Than Buildings	\$7,612,711	PD 18- 19.107

(Continued on Page 43)

COUNTY ADMINISTRATOR'S REPORT - Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Continued...

A Request for Proposals for PD 18-19.107, Perdido Landfill, Phase 2, Landfill Mining was publicly noticed to 149 firms via Vendor Registry on November 19, 2019. Three firms submitted Technical Responses on January 2, 2020. All three firms were deemed responsive to the technical requirements. Fee Proposals were opened on February 14, 2020.

Motion: Move to drop

For Information: The Board agreed to bring this item and relative discussions back to a future Committee of the Whole Workshop.

Made by: Commissioner Bender Seconded by: Commissioner May

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

Speaker(s): Donald Long

25. <u>Recommendation:</u> That the Board approve the funding of \$2,000 to Jim C. Bailey Middle School for the "Florida Science Olympiad", on March 21, 2020, in Gainesville, Florida, from Commissioner Jeff Bergosh's discretionary money, and approve a Purchase Order for this purpose.

[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 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
 - 26. <u>Recommendation:</u> That the Board take the following action concerning a Strategic Organizational Assessment of County Procurement Processes:
 - A. Approve the County Administrator's recommendation for Accenture Consulting to perform a Strategic Organizational Assessment of County Procurement Processes;
 - B. Approve an administrative waiver of the requirement for competitive solicitation and allow approval of professional consulting services upon the recommendation of the Administrator, as per Section 46-96(c) of the Escambia County Code of Ordinances; and
 - C. Authorize the County Administrator to sign a Contract with Accenture Consulting to perform a Strategic Organizational Assessment of County Procurement Processes, not to exceed \$165,000.

[Funding: Fund 001, General Fund; Cost Center 110201, BCC Non-Departmental]

Motion: Move the balance

For Information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

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

27. Recommendation: That the Board approve and authorize the Chairman to sign both the Agreement and the Quote from PowerDMS to provide a Software As A Service to organize the Escambia County policy database and staff training. The agreement will require the approval of a Purchase Order, in the amount of \$16,443.75, to extend services through December 5, 2020.

Motion: Move the balance

For Information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 27, with the exception of items 1, 2, 3, 16, 20, and 24, which were held for separate votes, as amended to drop items 10 and 14. Item 18 was also voted on separately. County Administrator Gilley advised that items 10 and 14 would be brought back on April 2nd.

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

- Recommendation: That the Board take the following action concerning the Request for Subordination of the State Housing Initiatives Partnership (SHIP) Mortgage at 519 North "H" Street, as requested by Kimson Nobles:
 - A. Approve the Request for Subordination of the SHIP Mortgage at 519 North "H" Street, in the amount of \$35,000, as requested by Kimson Nobles in order to allow the homeowner to refinance her first mortgage to obtain a lower interest rate;
 - B. Authorize the County Attorney's office to prepare a Subordination Agreement or loan modification as necessary to correct the scrivener's error regarding the loan term in the SHIP second mortgage; and
 - C. Authorize the Chairman or Vice Chairman to execute the Subordination Agreement and related documents required to complete this request, including actions that may be required of the County Attorney's Office.

[Funding: Not applicable]

Motion: Move the item

Made by: Commissioner May

Seconded by: Commissioner Bender

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

Speaker(s): Melissa Pino

- 2. <u>Recommendation:</u> That the Board take the following action concerning an appointment to the Merit System Protection Board:
 - A. Waive the requirement for the Sheriff to appoint two individuals;
 - B. Reappoint Gene Hudson to serve another two-year term, effective March 6, 2020, through March 5, 2022, whose term expired on September 30, 2019; or
 - C. Appoint Rafael Lopez to serve a two-year term, effective March 6, 2020, through March 5, 2022; or
 - D. Appoint Curt Carver to serve a two-year term, effective March 6, 2020, through March 5, 2022.

(Continued on Page 46)

COUNTY ADMINISTRATOR'S REPORT - Continued

III. FOR DISCUSSION - Continued

2. Continued...

The Merit System Protection Board (MSPB) is presently comprised of three Board members, all of whom were properly sworn with an oath of office. The chairman is Gene Hudson. He is the Board of County Commissioners (BCC) appointment to the Board. His term expired on September 30, 2019, but continues to serve until the BCC names his replacement. He submitted his name for reappointment and can serve one more two-year term should the BCC name him as its appointee.

Fay Harvey serves on the MSPB as the BCC employee's elected member. She is serving her last term allowed.

The third Board member of the MSPB, as elected by the other two board members, is Silvia Switzer.

The Ordinance provided for two additional board members designated to the sheriff and the sheriff's employees; however, these have not been filled.

Motion: Move to approve A, B, C, and D

Made by: Commissioner Bender

Seconded by: Commissioner Bergosh

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

COUNTY ADMINISTRATOR'S REPORT - Continued

- III. FOR DISCUSSION Continued
 - 3. <u>Recommendation:</u> 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. Lamplighters Academic and Mentoring Program, Inc., in the amount of \$3,000;
 - B. Epilepsy Florida, in the amount of \$1,000;
 - C. Pensacola Teen Challenge, in the amount of \$2,500;
 - D. FavorHouse of Northwest Florida, Inc., in the amount of \$15,000;
 - E. James B. Washington Educational Sports, Inc., in the amount of \$5,000; and
 - F. Project Empower of NWFL, Inc., in the amount of \$5,000.

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

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

Motion: Move it

Made by: Commissioner May

Seconded by: Commissioner Bender

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

Speaker(s): Melissa Pino

4. <u>Recommendation:</u> That the Board be made aware of the status of the Employee Health Clinic Solicitation.

Disposition: No action taken

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. <u>Recommendation:</u> That the Board take the following action:

Submit a written settlement offer to the Nowells through their attorney that there will be no changes to the action taken by Santa Rosa Island Authority in not authorizing a dwelling unit to be constructed on each of lots 21 and 22.

Motion: So moved, all three [County Attorney's Action Items]

Made by: Commissioner May

Seconded by: Commissioner Bergosh

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

- 2. <u>Recommendation:</u> That the Board take the following action regarding the Amendment to Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the funding of the Escambia-Pensacola Human Relations Commission for the purpose of amending the name of the Commission:
 - A. Approve the Amendment to Interlocal Agreement with the City of Pensacola relating to the funding of the Escambia-Pensacola Human Relations Commission for the purpose of amending the name of the Commission; and
 - B. Authorize the Chairman to execute the Amendment to Interlocal Agreement.

Motion: So moved, all three [County Attorney's Action Items]

Made by: Commissioner May

Seconded by: Commissioner Bergosh

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

COUNTY ATTORNEY'S REPORT – Continued

- I. FOR ACTION Continued
 - 3. <u>Recommendation:</u> That the Board take the following action:
 - A. Reschedule an executive session to discuss pending union negotiations on Thursday March 12, 2020 at 8:00 a.m.; and
 - B. Schedule an attorney/client session to discuss pending litigation cases *David Bear vs. Escambia County Board of County Commissioners and Douglas Underhill, Case No.: 3:19-cv-04424-MCR/EMT, United States District Court, Northern District of Florida; David Bear vs. Escambia County Board of County Commissioners and Douglas Underhill, Case No.: 2019 CA 002004, Escambia County Circuit Court, on Thursday, March 12, 2020 at 8:15 a.m.; and*
 - C. That the Board advertise the public notice printed below regarding the Attorney/Client Session in the *Pensacola News Journal* on Saturday, March 7, 2020.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida to hold a private meeting with its attorneys to discuss pending litigation in the cases of David Bear vs. Escambia County Board of County Commissioners and Douglas Underhill, Case No.: 3:19-cv-04424-MCRIEMT, United States District Court, Northern District of Florida; David Bear vs. Escambia County Board of County Commissioners and Douglas Underhill, Case No.: 2019 CA 002004, Escambia County Circuit Court, in accordance with Section 286.01 (8), Florida Statutes. Such attorney/client session will be held at 8: 15 a.m., on Thursday, March 12, 2020, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Jeff Bergosh, Douglas B. Underhill, Luman J. May, Robert Bender, and Steven L. Barry, County Administrator Janice P. Gilley, County Attorney Alison P. Rogers, Deputy County Attorney Charles V. Peppler, and Quintairos, Prieto, Wood & Boyer Attorney Gregory K. Rettig. A certified court reported will attend and report the attorney/client session.

Motion: So moved, all three [County Attorney's Action Items]

Made by: Commissioner May

Seconded by: Commissioner Bergosh

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

COUNTY ATTORNEY'S REPORT - Continued

II. FOR DISCUSSION

- 1. <u>Recommendation:</u> That the Board take the following action:
 - A. Accept the settlement proposal made by the Teramore Petitioners as outlined in the amended June 25, 2019 letter and hard copy of emails, make a finding that locational criteria has been met as set forth in Section 3-2.10(e)(5) of County's Land Development Code in that the Teramore Petitioners submitted competent substantial evidence in the form of documented compatibility of unique circumstances that the proposed use will achieve long-term compatibility with existing and potential uses, consider the Teramore Petitioners Administrative Appeal to the BOA as granted, and allow the construction of a Dollar General store so long as the development review process is satisfied;

OR

B. Reject the settlement proposal made by the Teramore Petitioners and allow the order of Judge Burns granting enforcement to stand and take no further action.

Motion: Move that we accept the settlement offer, option A

Made by: Commissioner Bergosh Seconded by: Commissioner Bender

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

Speaker(s): Melissa Pino, Gail Strickland, and Larry Downs, Jr.

ITEMS ADDED TO THE AGENDA - COMMISSIONER DOUGLAS B. UNDERHILL

- Recommendation: That the Board take the following actions concerning the Final Acceptance of Innerarity Point Park located at 5806 Bob O Link Road from the Trust for Public Lands:
 - A. Accept the special warranty deed from the Trust for Public Lands prior to the termination of the notice of commencement recorded in connection with the construction of the park improvements on the property;
 - B. Authorize the Chairman to execute the acceptance of the deed and other documents necessary to complete the transaction with Trust for Public Lands; and
 - C. Authorize the payments of incidental costs to record the deed in public records.

[Funding Source: Fund 352, LOST III, Cost Center 350229, Project 12PR1699 – Land Acquisition]

Motion: Move that we drop the item **Made by:** Commissioner Bergosh

Seconded by: Commissioner Bender

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

Motion: "On receipt of the certificate of occupancy and verification that all the subcontractors have been paid and with that we would delegate the authority to Janice to open it up at that point if it's between meetings, and record the deed."

Made by: Commissioner Bergosh Seconded by: Commissioner Bender

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

<u>ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY</u>

 Recommendation: That the Board That the Board approve funding \$500 to sponsor "Party for a Purpose" targeting youth thirteen and older from Commissioner Lumon May's discretionary fund.

Motion: "From my discretionary fund we are funding the Lamplighter Academic and Mentorship Program 2020 GCODE V: Avengers Assemble at Pensacola High School Saturday March 14, 2020, for \$2000 and also [\$500] to the Mother Wit Program for "Party for a Purpose" targeting youth thirteen and older."

Made by: Commissioner May

Seconded by: Commissioner Bender

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

ITEMS ADDED TO THE AGENDA - COMMISSIONER MAY - Continued

2. <u>Recommendation:</u> That the Board approve funding \$2000 to sponsor the 2020 GCODE V: Avengers Assemble from Commissioner Lumon May's discretionary fund.

Motion: "From my discretionary fund we are funding the Lamplighter Academic and Mentorship Program 2020 GCODE V: Avengers Assemble at Pensacola High School Saturday March 14, 2020, for \$2000 and also [\$500] to the Mother Wit Program for "Party for a Purpose" targeting youth thirteen and older."

Made by: Commissioner May

Seconded by: Commissioner Bender

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

ITEMS ADDED TO THE AGENDA - COMMISSIONER JEFFREY W. BERGOSH

 Recommendation: That the Board approve funding, not to exceed \$10,000, to Escambia Public Safety for Beulah Fire Department – Station #2, from Commissioner Jeff Bergosh's discretionary money.

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

Motion: "I have one item, it's a not-to-exceed amount of \$10,000 from my discretionary for Fire Station #2 to purchase eight twin mattress sets and a commercial washer and commercial dryer for the fire station that's in desperate need of both of those items."

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 ROBERT D. BENDER

 Recommendation: That the Board approve Commissioner Bender's appointment of Shawn Haughney as his second appointee to the Mass Transit Advisory Committee, effective March 5, 2020. This appointment will run concurrent with Commissioner Bender's term of office or at his discretion.

Motion: "I have an appointment to the Mass Transit Advisory Council for Shawn Haughney."

Made by: Commissioner Bender

Seconded by: Commissioner Bergosh

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

ITEMS ADDED TO THE AGENDA - COMMISSIONER STEVEN L. BARRY

1. <u>Recommendation:</u> That the Board approve the request from the Northview High School FFA, for \$2,500 to be funded from District V discretionary, for the Blue Jacket Jamboree, and approve the Purchase Order for this purpose.

Motion: "I have both of Commissioner Barry's add-ons. Add-on 1 is for \$2,500 to be funded from Disctrict 5 discretionary for the Blue Jacket Jamboree and then also from the discretionary fund \$500 for the PTA at L.D. McArthur Elementary School."

Made by: Commissioner Bender

Seconded by: Commissioner Bergosh

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

2. <u>Recommendation:</u> That the Board approve the request from the PTA at L.D. McArthur Elementary School, for \$500 to be funded from District V discretionary, for the annual community carnival and health fair, and approve the Purchase Order for this purpose.

Motion: "I have both of Commissioner Barry's add-ons. Add-on 1 is for \$2,500 to be funded from Disctrict 5 discretionary for the Blue Jacket Jamboree and then also from the discretionary fund \$500 for the PTA at L.D. McArthur Elementary School."

Made by: Commissioner Bender

Seconded by: Commissioner Bergosh

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

ANNOUNCEMENTS

County Administrator Gilley announced that the 2020 Census is kicking off with an event hosted jointly with the City of Pensacola and the Census Bureau at the Brownsville Community Center on Wednesday, March 18th at 5:30 p.m. Commissioner May, Mayor Robinson, and leadership from the Census Bureau will be speaking. The Board also briefly discussed the Coronavirus, spreading awareness, and precautions that will be taken in County community centers and buildings to help prevent the spread of illness.

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 10:51 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: April 2, 2020

MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

MARCH 12, 2020

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

Janice Gilley, County Administrator Alison Rogers, County Attorney

DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office

Krykyt Fisher, Office Assistant III, Clerk and Comptroller's Office

Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

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

Place, Pensacola, Florida

Minutes prepared by: DeLana Allen-Busbee

AGENDA NUMBER

1. Call to Order

Chairman Barry called the Attorney-Client Session to order at 8:42 a.m.

2. Session

The Board:

A. Was advised by Chairman Barry that the County Attorney requests that the Board retire to the BCC Conference Room for the Attorney/Client Session regarding the case of David Bear vs. Escambia County Board of County Commissioners and Douglas Underhill, Case No.: 3:19-cv-04424-MCR/EMT; David Bear vs. Escambia County Board of County Commissioners and Douglas Underhill, Case No.: 2019 CA 002004, which session was advertised in the Saturday, March 7, 2020 edition of the Pensacola News Journal as follows:

<u>ATTORNEY-CLIENT SESSION MINUTES – MARCH 1</u>2, 2020

AGENDA NUMBER - Continued

2. Continued...

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida to hold a private meeting with its attorneys to discuss pending litigation in the cases of *David Bear vs. Escambia County Board of County Commissioners and Douglas Underhill, Case No.: 3:19-cv-04424-MCR/EMT, United States District Court, Northern District of Florida; David Bear vs. Escambia County Board of County Commissioners and Douglas Underhill, Case No.: 2019 CA 002004, Escambia County Circuit Court, in accordance with Section 286.01(8), Florida Statutes. Such attorney/client session will be held at 8:15 a.m., on Thursday, March 12, 2020, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Jeff Bergosh, Douglas B. Underhill, Lumon J. May, Robert Bender, and Steven L. Barry, County Administrator Janice P. Gilley, County Attorney Alison P. Rogers, Deputy County Attorney Charles V. Peppler, and Quintairos, Prieto, Wood & Boyer Attorney Gregory K. Rettig. A certified court reporter will attend and report the attorney/client session.*

B. Was advised by Chairman Barry that the Session is expected to last approximately 45 minutes and that the following are expected to attend: Commissioners Bergosh, Underhill, May, Bender, and Barry; County Administrator Janice Gilley; and County Attorney Alison Rogers.

RECESS: 8:43 A.M. – COMMISSIONERS BARRY, BENDER, BERGOSH, AND UNDERHILL; AND COUNTY ATTORNEY ALISON ROGERS RETIRED TO THE BCC CONFERENCE ROOM

RECONVENE: 9:03 A.M. – COMMISSIONERS MAY, BARRY, UNDERHILL, BENDER, AND BERGOSH; COUNTY ATTORNEY ALISON ROGERS; AND JANICE GILLEY, COUNTY ADMINISTRATOR, RETURNED TO BOARD CHAMBERS

ATTORNEY-CLIENT SESSION MINUTES - MARCH 12, 2020

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Attorney-Client Session of the Board of County Commissioners adjourned at 9:03 a.m.

ESCAMBIA COUNTY, FLORIDA
By: Steven Barry, Chairman
ATTEST:
Pam Childers Clerk of the Circuit Court & Comptroller
Deputy Clerk

Approved: April 2, 2020

BOARD OF COUNTY COMMISSIONERS

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

MARCH 12, 2020

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

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 and Krykyt Fisher

AGENDA ITEMS

1. Call to Order

Chairman Barry called the Committee of the Whole (C/W) Workshop to order at 9:03 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 March 7, 2020, in the Board's weekly meeting schedule.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – MARCH 12, 2020

AGENDA ITEMS - Continued

3. Florida Department of Health in Escambia County COVID-19 Update

A. Board Discussion – The C/W:

- (1) Heard an update on COVID-19 from Dr. John Lanza, director of the Florida Department of Health (FDOH) in Escambia County, which provided the following information:
 - Most of Florida's cases of COVID-19 are travel related and about 476 people are currently being monitored
 - An incident management team was set up around November of 2018 to address Hepatitis, and the team transitioned to address COVID-19
 - The FDOH phone system has an option to call in and be routed to someone
 who can provide information and give advice, and a 24 hour hotline has been
 activated to triage and assess callers when they are sick or believe they have
 been exposed
 - Universities and colleges in Florida will have students attending classes remotely, clinics are implementing protocols for identifying and isolating COVID-19 cases, first responders are inventorying and using personal protective equipment, and Community Health Northwest Florida is ready to handle these issues as they arise
 - Healthcare facilities have also been advised to review their plans and processes, as well as have an accurate inventory of supplies and list of staff
 - FDOH has been coordinating with local emergency management, local businesses, and the local Chamber of Commerce, to get information out for recommended protocols; coordination is also happening with the school district and higher education facilities
 - While there have been no cases of COVID-19 in Escambia County so far, FDOH recommends avoiding large crowds and other social distancing measures, but these actions are strictly voluntary
 - The epidemiological staff is proceeding with investigation of local persons who have traveled to and from level 3 countries and will implement appropriate containment strategies with local healthcare providers
 - If a person has traveled outside the United States, returns, and is not sick, they should self-monitor for 14 days and self-isolate if they are sick and contact their health care provider and FDOH
 - Currently, there is only supportive care for the virus with the worst age group affected being over 50-60 years of age; most children and pregnant women are not badly affected

(Continued on Page 3)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – MARCH 12, 2020

AGENDA ITEMS - Continued

3. Continued...

A. Continued...

- (2) In response to questions from Commissioner Bergosh, was advised by Dr. Lanza that the method of testing for COVID-19 is through a throat swab/culture; currently there are enough supplies, but they will do the best they can with what they have; and there is not enough evidence yet to make blanket statements on the ability of the virus to survive in the air/on surface, or the mortality rates;
- (3) Heard comments from Commissioner Underhill regarding the event Dr. Lanza held, which included how impressed he was with the level of infection control that is already built into many practices, the plan from medical professionals to escalate through existing processes, the need for awareness that healthy people can carry the virus to more vulnerable people, and that he thinks the professionals are doing a great job in this situation;
- (4) Upon inquiry from Commissioner Barry concerning communication and best practices, was advised by Dr. Lanza that communications are being put out multiple times a day as soon as FDOH knows something, all information from FDOH is directed from the State, and that it is best to have a unified message;
- (5) Heard comments from Commissioner Bender concerning his support of allowing the professionals send out the correct message; how the jail has been and continues to deal with infection control every day, and while this is a new disease it is not a new process; the possibility that panic can cause more issues that the illness itself; and information regarding voting in Escambia County;
- (6) Was advised by Dr. Lanza, in response to inquiry from Commissioner May, that to a great extent, the same screening material is used for COVID-19 as other viral illnesses; soap, water, and commercial cleansers work great to fight the virus; and FDOH has not made any recommendations on large gatherings as of the time of the meeting; and
- (7) Was advised by County Administrator Gilley that the Emergency Operations Center has not been activated, which is why daily consolidated updates have not gone out; the Public Information Offices have been working to get information out to citizens; and the community partners are coordinating to get unified daily updates out; and

B. Board Direction – None.

<u>FOR INFORMATION:</u> The Board recessed at 9:46 a.m. for a press conference regarding COVID-19 and reconvened at 10:14 a.m.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP - MARCH 12, 2020

AGENDA ITEMS - Continued

4. Merit System Protection Board and Unlawful Harassment Policy

A. Board Discussion – The C/W:

- (1) Was advised by County Administrator Gilley that:
 - Administration was asked by the Board to look at the County's Unlawful Harassment Policy
 - The recommended policy update for the Board's consideration is in relation to a grievance process that would be set out within the Unlawful Harassment Policy
 - Minor additional edits have also been made to the policy that are more clarifying than substantive
 - The grievance process would allow for a two-step process; if an employee was unhappy with the findings and recommendations of an unlawful harassment investigation, they would be able to grieve it to a committee comprised of three members chosen by nominations from the grievant and other parties involved
 - Step one of the process is for the Grievance Committee to meet, and if the grievant was unhappy with the work done through the committee, they would be able to grieve through the Merit System Protection Board (MSPB)
 - Following that hearing, if the grievant is still unhappy they would be able to petition for writ of certiorari to the circuit court as allowed in the MSPB Ordinance
 - The grievant would choose either the two-step process outlined or a union grievance process, not both
- (2) Heard comments from former County employees who went through the County's current grievance process in regard to their own experience with the process;
- (3) Heard comments from Commissioner Bergosh regarding wanting clarifying language in the policy that would trigger the process after a certain amount of time; heard comments of agreement from Commissioner Barry about the language including the ability to grieve no outcome, rather than just an outcome that the grievant does not agree with;
- (4) Was advised by County Administrator Gilley that she will work with Legal to make the proper changes to the policy reflecting the Board's comments and bring the policy back to the Board;

(Continued on Page 5)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – MARCH 12, 2020

AGENDA ITEMS - Continued

4. Continued...

A. Continued...

- (5) Was advised by Commissioner Barry that the changes from the Workshop could be brought back with the revised policy for adoption at a regular Board meeting, without another Committee of the Whole;
- (6) Upon inquiry from Commissioner May, heard comments from County Attorney Rogers regarding the legal department's role in the grievance process;
- (7) Heard discussion from Commissioner May and Commissioner Bergosh concerning the former employees who spoke regarding their experiences; and
- (8) Heard comments from Commissioner Underhill concerning his support of the policy and the amendment and his belief that it will assist employees and maintain an appropriate chain of command; and
- B. Board Direction None.

5. P3 Proposal and Needs Analysis

- A. Board Discussion The C/W:
 - (1) Was advised by County Attorney Rogers that:
 - As a reminder, the Board received what is considered an unsolicited P3
 Proposal, and as of March 12, 2020, that proposal is still confidential triggered
 by an exemption under that particular statute
 - The Purchasing Department provided a rough draft of a solicitation, and if there is direction from the Board, it can be put out
 - Staff would like to know if the Board would like to proceed with the solicitation, does the Board generally like the concept of what is provided in the draft solicitation in the backup, and if so, what is the length of time the solicitation should be put out for, which could be for a period of 21 to 120 days
 - (2) Discussed and agreed to have the solicitation put out for a period of 60 days based on prior discussion; also discussed the 5th Cent in relation to funding of the project;
 - (3) Heard comments from Commissioner Bergosh in support of options for the Bay Center and against using Ad Valorem or LOST (Local Option Sales Tax) dollars to fund the project;

(Continued on Page 6)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP - MARCH 12, 2020

AGENDA ITEMS - Continued

5. Continued...

A. Continued...

- (4) Upon inquiry from Commissioner May, heard Comments from Jay Patel, Pensacola Arena Development Partners; Chips Kirschenfeld, Natural Resources Management Director; and County Attorney Rogers on the procurement and process of applying for and acquiring Triumph funding;
- (5) Heard comments from Mr. Patel regarding his company's proposal and their intention to follow industry standards for employee salaries, as well as discussion from the Board concerning Triumph criteria for employee pay;
- (6) Was advised by Mr. Patel that his company has elected to follow, and is prepared to wait out, the solicitation process as well as his company's interest in competing with any proposals that come; also, if they are selected they would move to prepare a draft application for the Triumph Committee and would bring a full proposal to the Board with the process taking anywhere from 90 days to 6 months;
- (7) Heard comments from Commissioner Underhill regarding the current Bay Center, his concern over the current status of LOST dollars in relation to this and other county projects, and heard comments from Mr. Patel advising that his company's proposal looks at other sources of funding that do not include LOST funds and do not seek the 5th cent; and
- (8) Discussed with Mr. Patel the importance of having a study done by professionals to shape discussions that will determine the needs of the local area in regards to the new facility/facilities; and
- B. Board Direction None.

6. Adjourn

Chairman Barry declared the C/W Workshop adjourned at 11:09 a.m.

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

MARCH 20, 2020

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

Sharon Harrell, Finance Director, Clerk and Comptroller's Office

Alison Rogers, County Attorney

DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office

Elizabeth Kissel, Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor

221 Palafox Place, Pensacola, Florida

Minutes prepared by: DeLana Allen-Busbee

AGENDA NUMBER

1. Call to Order

Chairman Barry called the Special Meeting of the Board of County Commissioners to order at 11:01 a.m.

2. Advertisement of the Meeting

The Board was advised by County Attorney Rogers that the meeting was advertised via a media blast and it was otherwise legally noticed.

AGENDA NUMBER - Continued

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 Underhill

Disposition: Carried unanimously

<u>FOR INFORMATION:</u> The Board held a public forum, discussed the status of supplies, resources, and conditions in Escambia County and at area hospitals, and heard updates from community partners, the director of the Florida Department of Health in Escambia County, as well as representatives from local hospitals and healthcare facilities. County Attorney Rogers also briefed the Board on the Governor's executive order, which was released during the meeting.

Speakers:

Mayor Grover Robinson
Julie Blaney
Michael Minton
Dr. Edward Scott Morrison
Gay Nord, CEO, West Florida Hospital
Dr. John Lanza, Director, Florida Department of Health
Dawn Rudolph, President, Ascension Sacred Heart
Mark Faulkner, President/CEO, Baptist Health Care
Dan Brown, Superintendent, Gulf Islands National Seashore
Sheriff David Morgan
Chandra Smiley, Executive Director, Community Health Northwest Florida
Lawrence Salaz

4. State of Local Emergency

<u>Recommendation:</u> That the Board discuss and determine whether to extend the State of Local Emergency.

Motion: So moved, the action as stated in the backup

For Information: This action adopted Resolution [R2020-25] declaring and extending the State of Local Emergency to March 30, 2020.

Made by: Commissioner Underhill Seconded by: Commissioner May

Disposition: Carried unanimously

AGENDA NUMBER - Continued

5. 2020 BCC Meeting Schedule

<u>Recommendation:</u> That the Board discuss and take action regarding any changes to the 2020 BCC Meeting Schedule.

Disposition: No action taken

For Information: The Board discussed the meeting on April 2, 2020, and agreed to keep it on the books for now with only necessary items on the agenda. County Attorney Rogers also updated the Board on the Governor's order which loosens some restrictions on the Sunshine laws the Board normally functions under. This could allow some Board members to appear telephonically and allows some freedom as to where the meeting is held. County Attorney Rogers and County Administrator Gilley will discuss the issues regarding the next Board meeting and ensure public notice is put out about where and when the Board meeting will be. County Attorney Rogers also advised that during a state of emergency, great discretion is given to deny public forum on general topics.

6. Other Boards and Committees

<u>Recommendation:</u> That the Board discuss and provide direction regarding scheduled meetings for other boards and committees.

Disposition: No action taken

For Information: The Board agreed to suspend non-critical functions of boards and committees, allowing some discretion to be given to County Administrator Gilley to monitor the situation and make decisions regarding the Development Review Committee.

AGENDA NUMBER - Continued

7. County Employees

Recommendation: That the Board discuss issues related to county employees.

For Information: County Administrator Gilley advised that a list of frequently asked questions was sent out to employees and as access to facilities is limited, remote work options and alternative work options will be made available. The Board heard an update from the Honorable Scott Lunsford regarding Tax Collector operations and facilities. Honorable David Stafford provided an update on the operations of the Supervisor of Elections office and the suspension of in-person services, but advised that some appointments are available. Commissioner Bender advised that the Property Appraiser announced the suspension of in-person services beginning Monday, March 23rd. Cassie Boatwright, Facilities Director, advised that there has been a steep decline in the number of workers on the jail construction site and there will be delays on the project. Chief Rich Powell, Corrections Director, gave an update on the work release program and the management of the inmate population. Tonya Ellis, Mass Transit Director, advised that there are some route modifications at ECAT and buses will be limited to 10 passengers. Buses and facilities are also being sanitized and deep cleaned.

Speaker(s): Honorable Scott Lunsford and Honorable David Stafford

Motion: Move that we authorize both those items [cancel the April tax deed sale and allow a grace period for code enforcement lien payments]

For Information: County Attorney Rogers advised that the Clerk of Courts is suspending the issuance of passports, limiting some public access to offices, and would like to cancel the April tax deed sale and provide a grace period on code enforcement liens.

Made by: Commissioner Underhill Seconded by: Commissioner May Disposition: Carried unanimously

AGENDA NUMBER - Continued

8. County Beaches and Recreational Areas

<u>Recommendation:</u> That the Board discuss and provide direction regarding county beaches and recreational areas.

Motion: Move to go to all electronic tolling on the Bob Sikes bridge

Made by: Commissioner Bender Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

Speaker(s): Grant Bridges

Motion: Move to have the Chairman or the Administrator sign an Emergency Order [Escambia County Emergency Order EO 20-1] declaring all public beaches (sandy public areas and restroom facilities) in Escambia County closed for the next 13 days until our next meeting [April 2nd] and:

- (1) Request the Gulf Islands National Seashore to close access, to include vacating the camping areas;
- (2) Request that the State close their access on Perdido Key; and
- (3) Declare that all vehicles parked in the right-of-way and vacant lots for the purpose of accessing the beach be considered a danger under Ordinance 94-51, Section A-1 during the emergency order

For Information: Commissioner Bender clarified that this Order would take effect at midnight on March 20th.

Made by: Commissioner Bender

Seconded by: Commissioner Underhill

Disposition: Carried unanimously

9. Public Gatherings and Businesses Open to the Public

<u>Recommendation:</u> That the Board discuss and provide direction regarding public gatherings and businesses open to the public.

Disposition: No action taken

For Information: The Board agreed that the Governor's Executive Order sufficiently addressed this topic.

AGENDA NUMBER - Continued

10. <u>Daily Operations</u>, <u>Including Procurements</u>

<u>Recommendation:</u> That the Board discuss and provide direction regarding daily operations, including procurements.

Motion: Move that we toll all existing development orders and permits for the duration of this emergency [Escambia County Emergency Order EO 20-2]

For Information: County Attorney Rogers requested that the Board delegate that either the Chairman or the County Administrator could sign the Order.

Made by: Commissioner Underhill Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

For Information: The Board heard an update on libraries and community centers from Todd Humble, Library Director, and Clara Long, Neighborhood and Human Services Interim Director, regarding their roles in assisting with food and internet access for area youth. Eric Gilmore, Emergency Manager, provided an update on the area's response to COVID-19 and information concerning the County's 2020 Pandemic Plan.

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 3:21 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: April 2, 2020



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17687 County Administrator's Report 8. 1.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 04/02/2020

Issue: Community Redevelopment Agency Meeting Minutes, March 5,

2020

From: CLARA LONG, Acting Director Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, March 5, 2020 - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the March 5, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On April 2, 2020, 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

Minutes March52020



MINUTES COMMUNITY REDEVELOPMENT AGENCY March 5, 2020

9:00 a.m.

BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING 221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present: Lumon May, Commissioner, District 3 - Chair

Jeff Bergosh, Commissioner, District 1

Robert Bender, Commissioner, District 4 - Vice Chair

Steven Barry, Commissioner, District 5

Absent: Doug Underhill, Commissioner, District 2

Staff Present: Alison Rogers, County Attorney

Janice P. Gilley, County Administrator

Clara Long, Interim Neighborhood and Human Services Dept

Melanie Johnson, Administrative Assistant

Call to Order. 9:00 a.m.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

Motion made by Commissioner, District 1 Jeff Bergosh, Seconded by Commissioner, District 4 - Vice Chair Robert Bender Commissioner Underhill (Absent)

Vote: 4 - 0

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting
Minutes, February 6, 2020 -Clara Long, Interim Neighborhood & Human
Services Department Acting Director

That the Board accept for filing with the Board's Minutes, the February 6, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 1 Jeff Bergosh, Seconded by Commissioner, District 4 - Vice Chair Robert Bender Commissioner Underhill (Absent)

Vote: 4 - 0

III. Budget/Finance

1 Recommendation Concerning Gulf Power Street Lighting Project Contract in the Warrington Redevelopment Area - Clara Long, Interim Neighborhood & Human Services Department Director

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

- A. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule to install 12 LED streetlights on North Street in the Warrington Redevelopment Area;
- B. Approve one of the following payment plans:
- 1. Pay upfront cost of \$14,857.39, which includes Installation and 1-year of Energy cost; thereafter monthly Energy cost will be \$88.42;

OR

- 2. Pay no upfront cost, and the monthly Energy cost will be \$223.97; and
- C. Authorize the Chairman to sign the Gulf Power Contract for Street and General Area Lighting Service for a full term of five years, and thereafter from year-to-year until terminated by notice to either party by the other party.

Project located in District 2.

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

Motion made by Commissioner, District 1 Jeff Bergosh, Seconded by Commissioner, District 4 - Vice Chair Robert Bender Commissioner Underhill (Absent)

Vote: 4 - 0

2 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 three Residential Rehab Grant Program Funding and Lien Agreements:

- 1. The Agreements between Escambia County CRA and Robert J. Davies, owner of residential property located at 507 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of \$4,579 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows and storm shutter installation;
- 2. The Agreements between Escambia County CRA and Jeff C. Kennedy Trust dated 10-1-2012, owner of residential property located at 210 Delray Drive, Warrington Redevelopment District, each in the amount of \$4,438 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;
- 3. The Agreements between Escambia County CRA and Charles S. and Joan M. Shellito, owners of residential property located at 103 Gilliland Road, Warrington Redevelopment District, each in the amount of \$3,116 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, storm shutter installation; 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 1 Jeff Bergosh, Seconded by Commissioner, District 4 - Vice Chair Robert Bender Commissioner Underhill (Absent)

Vote: 4 - 0

IV. Discussion/Information Items

Adjournment. 9:03 a.m.

Commissioner May expressed interest in the Englewood "Light It Up Program".



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17700 County Administrator's Report 8. 2. BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 04/02/2020

Issue: Amendment to Interlocal Agreement Between the City of

Pensacola and Escambia County, FL for Exchange of Solid

Waste Services

From: CLARA LONG, Acting Director Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment to Interlocal Agreement between the City of Pensacola and Escambia County, Florida for Exchange of Solid Waste Services - Clara Long, Interim Neighborhood & Human Services Department Director, and Patrick T. Johnson, Waste Services Director

That the Board approve the Amendment to Interlocal Agreement between the City of Pensacola and Escambia County, Florida, for Exchange of Solid Waste Services, amending Article 2, Neighborhood Cleanups and Yard Trash Disposal, Paragraph 2.1.

This Amendment changes the scheduled cleanup day from Wednesdays to Fridays and increases the County cleanup area from 600 to 1200 homes, at no cost to County Environmental Code Enforcement, in exchange for the County providing disposal of City residential vegetative waste, at no cost to the City.

BACKGROUND:

Vegetative waste is a significant resource for landfill operations. Waste Services processes this raw material into daily cover for municipal waste as per the Florida Department of Environmental Protection. Additional benefits:

- Increases the County's recycling rate approximately 2% toward meeting State of Florida recycling goal
- Extends site life of existing soil borrow sites
- Enhances landfill gas quality from increased organic material in waste mass
- Extends useful life of landfill through airspace savings
- Provides cover material for refuse vehicle off-loading area

BUDGETARY IMPACT:

This Agreement provides for a cooperative venture between the City and County that allows the City to provide Neighborhood Cleanup collection services in the County neighborhoods at no cost to County Environmental Code Enforcement in exchange for the County providing disposal of City yard trash at no cost to the City.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has approved the amended Agreement as to form and legal sufficiency, and has hereto affixed her signature.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The City and County are authorized by Florida Statutes §163.01 et. seq. to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources to provide solid waste services.

IMPLEMENTATION/COORDINATION:

Each cleanup shall be coordinated between agencies and scheduled on mutually agreeable dates.

Attachments

Amendment to Agreement 032520

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY, FLORIDA FOR EXCHANGE OF SOLID WASTE SERVICES

THIS AMENDMENT TO THE AGREEMENT is entered into by and between Escambia County, a political subdivision of the State of Florida, with an administrative address of 221 Palafox Place, Suite 420, Pensacola, FL 32502 (hereinafter referred to as the "County"), and the City of Pensacola, a Florida municipal corporation created and existing under the laws of the State of Florida, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, on or about March 5, 2010, the County and City entered into an Interlocal Agreement providing for the exchange of solid waste services (hereinafter referred to as the "Interlocal Agreement"); and

WHEREAS, the County and City find it in the best interest of the public to amend the Interlocal Agreement as provided herein.

NOW THEREFORE, it is mutually agreed that the County and City enter into this Amendment to the Interlocal Agreement subject to the terms and conditions recited below:

- 1. The foregoing recitals are declared to be true and correct and are incorporated herein by reference.
- 2. Paragraph 2.1 of the Interlocal Agreement is hereby amended as follows:

The parties agree the City shall provide collection service for up to ten (10) County neighborhood cleanups annually, provided that each cleanup is coordinated between agencies and scheduled on mutually agreeable dates. Generally, these cleanups will be scheduled on Wednesdays Fridays during the months of January through October. The County cleanup area shall not exceed 600 1200 homes for each cleanup. The County neighborhood cleanup waste collected by the City shall be disposed of by the City at the County Perdido landfill at no cost to the City.

- 3. The parties hereby agree that all other terms and conditions of the Interlocal Agreement shall remain in full force and effect.
- 4. The Interlocal Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of the Agreement shall be in the County of Escambia.
- 5. This Amendment to the Interlocal Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. Upon execution by the parties, the County shall be responsible for such filing.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Interlocal Agreement on the respective dates, under each signature:

	ESCAMBIA COUNTY, FLORIDA , a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.
	By: Steven Barry, Chairman
ATTEST: Pam Childers Clerk of the Circuit Court	Date:
By: Deputy Clerk	BCC APPROVED:
(SEAL) Approved as to form and legal sufficiency.	CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council
By/Title: Kristin D. Hual, SACA Date: 03-24-2020	By: Grover C. Robinson, IV, Mayor
ATTEST:	Date:
By: City Clerk	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17651 County Administrator's Report 8. 3.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 04/02/2020

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 and Pensacola Beach Public Works Department - Wes Moreno, Public Works Department Director

That the Board approve the two Request for Disposition of Property Forms. The Request Forms have been signed by all applicable authorities.

BACKGROUND:

The Request Forms have 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 FS 274.07 and BCC Policy Section II, B-1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

DISPOSAL OF PROPERTY

TO:		omptroller's Finance Department				Selection at Transport State Control	
FROM	: Disposing l	Department: PENSACOLA BEACH/	PUBLIC	CWORKS COST CEN	TER NO:	210402	
Maribel	lle Van Bruss	el		DATE:	3/10/2020		
Property Custodian (PRINT FULL NAME) Property Custodian (Signature):			Bu	Phone No:	937-2123		
DEOUE	ST THE FOL	LOWING ITEM/C) TO BE NICHOS	cen.				
TAG	PROPERTY	DESCRIPTION OF ITEM		ERIAL NUMBER	MODEL	YEAR	CONDITION
(Y/N)	NUMBER	DESCRIPTION OF ITEM	Si	ERIAL NUMBER	MODEL	IEAR	CONDITION
	62337	JOHN DEERE	1N	MOHPXGSAEM120516	GATOR	20014	POOR
	62338	JOHN DEERE	11	MOHPXGSVEM120515	GATOR	2014	POOR
	62329	JOHN DEERE	-	MOHPXGSVBM100065	GATOR	2012	POOR
	63339	JOHN DEERE	1N	IOHPXSGLEM120520	GATOR	2014	POOR
	62335	JOHN DEERE	11/	1OHPXGSLDM110276	GATOR	2013	POOR
Disposa	Comments:	THESE ITEMS ARE RUSTED AND DO	NOT RU	N. NEED MORE WORK T	HAN THEY ARE V	WORTH. TO	BE AUCTIONED
INFORM	MATION TECH	INOLOGY (IT Technician):					
			rint Nan	ne			
Cam 4141	D:			***			
Conditio		spose-Good Condition-Unusable for B					
	Dis	spose-Bad Condition-Send for recyclin	ng-Unus	sable		114	
Comput	er is Ready for	Disposition					
Comput	ci is iceauy ioi	Disposition					
Date:		Information Technology Technicia	an Signa	ature:			
		-	9				
Date: 3	/10/2020						
3.		nty Department Director (Signature):					
r KOWI.	Escambia Cou	ity Department Director (Signature).	-	A			
		Director (Print Name)): J	AMES HIGDON			
		<u> </u>					
RECOM	IMENDATION	i:					
TO:	Board of Coun	ty Commissioners					
Meeting	Date:						
Wiccing	, Date						
A narove	d by the Count	y Commission and Recorded in the M	finutes o	√£.			
Approve	ed by the Count	y Commission and Recorded in the M	mutes	Pam Childers, Clerk	of the Circuit Cou	ut 9 Compte	rollor
					or the Circuit Cot	in a Compu	ollei
				By (Deputy Clerk)			
This Eq	uipment Has Be	en Auctioned / Sold					
by:							<u></u>
	Print Name	Si	ignature			Date	
Property	Tag Returned	to Clerk & Comptroller's Finance Dep		ıt		CONTRACTOR OF THE PARTY OF THE	
1 3							
Clark 9	Comptroller's	Einanga Signatura of Bassint		Date	* extent	-	
		Finance Signature of Receipt			f		10.12
rroperty	Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13						

TO:		omptroller's Finance Department Department: ROAD DEPARTMENT	IT COST CENTER NO: 210402			
	le Van Bruss	-	DATE:	3/10/2020		-
		(PRINT FULL NAME)	DATE.	5/10/2020		
	y Custodian (and to who	Phone No:	850-937-21	23	
REQUE	ST THE FOL	LOWING ITEM(S) TO BE DISPOSED	:			
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	49406	FORD	1FMZU72E52UA19700	SUV	2002	POOR
	65522	ELGIN	NP2531D	PELICAN	2012	POOR
				-	-	
				+		
Disposal	Comments:	THESE ITEMS DO NOT RUN AND TOO CO	STLY TO REPAIR. NO FURTH	ER USE TO THE	COUNTY. TO	D BE AUCTIONED
INFORM	IATION TECH	INOLOGY (IT Technician):				
omino Marino	restrone.		Name			
Conditio	ns:Dis	spose-Good Condition-Unusable for BOC	С			
	Dis	spose-Bad Condition-Send for recycling-U	Jnusable			
Compute	er is Ready for	Disposition				
Date:		Information Technology Technician S	ignature:			
Date: FROM:	Escambia Cour	nty Department Director (Signature):	Arl			
		Director (Print Name):	JAMES HIGDON			
RECOM	MENDATION	·				
		ty Commissioners				
Meeting	Date.					
Approve	d by the County	y Commission and Recorded in the Minut	es of:		24.7	
			Pam Childers, Clerk	of the Circuit Co	ourt & Compt	roller
			By (Deputy Clerk)	-		
This Equ	ipment Has Be	en Auctioned / Sold				
hv.	rest II					
Print Name Signat			ure		Date	*****
		to Clerk & Comptroller's Finance Departs			Duto	
17		,				
Clerk & Comptroller's Finance Signature of Receipt			Date		 :	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17628 County Administrator's Report 8. 4. BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 04/02/2020

Issue: Request for Disposition of Property William Powell, Director, Corrections

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Corrections

Department, Work Annex Division and the Jail - William R. Powell, Corrections

Department Director

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

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 has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or properly disposed.

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

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:

N/A

Attachments

<u>PropertyDisposal CRP - 44447 49680 54160 55131</u> 17628 PropertyDisposal Jail - 61626 63275 61074

TO:		omptroller's Finance Departme		COCT OF	IEEE NO	000004	
	M: Disposing Department: Corrections Department COST CENTER NO: 290201						
	M. Snow			DATE:	03/02/2020		
Property	Custodian	(PRINT FULL NAME)					
Property Custodian (Signature): Phone No: 850-595-						07	
REQUES	THE FOL	LOWING ITEM(S) TO BE DISPO	OSED:				
	PROPERTY	DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
(Y/N)	NUMBER						
Y	44447	Ford F-350 1x4 P/U Crew Cab		/35H4VEA29806	F-350	1997	Poor
Y	49680	Chevy 2x4 P/U Reg Cab		C14V91Z211705	1500	2001	Poor
Y	54160 55131	Ford F-250 1x4 P/U Ext Cab		(20506EA68772	F-250	2006	Poor
1	33131	Ford F-150 2x4 P/U Ext Cab	IFIFA	(12V17KD98941	F-150	2006	Poor
Disnosal (Comments:	Vahialas are no langur fit for i					
Disposar	comments.	Vehicles are no longer fit for in	ntended use). -			
INFORM.	ATION TECH	INOLOGY (IT Technician):					
			Print Name				
Condition	is:Dis	pose-Good Condition-Unusable for	BOCC				
	Dis	spose-Bad Condition-Send for recyc	ling-Unusable	e			
			3				
Computer	is Ready for	Disposition					
Date:		Information Technology Technic	cian Signature	:			
				/ /			
	-3-20			1/			
FROM: E	Escambia Cour	nty Department Director (Signature)	: for	monglessey			
		Director (Print Nam	e):	Chief W. R. Po	well		
RECOMN	MENDATION	:					
TO: B	Board of Count	ty Commissioners					
Meeting I	Date:						
wiceting E							
Approved	by the Count	Commission and Recorded in the	Minutes of				
прриотеа	o, me count	commission and recorded in the	williates of.	Pam Childers, Clerk	of the Circuit Cou	ırt & Comptr	oller
				By (Deputy Clerk)	or the official con	art a compa	Olici
This Faul	nmont Hea De	on Austional / Cald		-, (,,,			
inis Equi	pment Has Be	en Auctioned / Sold					
by:							
	rint Name		Signature			Date	
Property 7	Tag Returned t	o Clerk & Comptroller's Finance D	epartment				
Clerk & C	Comptroller's I	Finance Signature of Receipt		Date		-00	
Water Control of the	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					19.13	

TO:	TO: Clerk & Comptroller's Finance Department						
FROM	I: Disposing I	Disposing Department: Corrections Department COST CENTER NO: 290401					
Melissa	a M. Snow			DATE:	03/02/2020		
Proper	ty Custodian	(PRINT FULL NAME)			-		
Proper	ty Custodian (Signature):	Non	Phone No:	850-595-31	07	
REQUI	EST THE FOL	LOWING ITEM(S) TO BE DIS	POSED:				
TAG	PROPERTY	DESCRIPTION OF ITEM		L NUMBER	MODEL	YEAR	CONDITION
(Y / N)	NUMBER						
Y	61626	Steam Cleaner		2000844	ITF00298	2013	Inoperable
Y	63275	Auto Scrubber	20	7D002164	N/A	2017	Inoperable
Disposa	l Comments:	Equipment is inoperable.					
INFOR	MATION TECH	INOLOGY (IT Technician):					
1111 010		ozoor (ir recimieian).	Print Name				
Condition	one: Die	spose-Good Condition-Unusable for					
Conditio		The state of the s					
	Dis	spose-Bad Condition-Send for recy	ycling-Unusable				
Comput	ter is Ready for	Disposition					
Date:		Information Technology Techn	nician Signature				
	1						
	2-1-20			11/			
FROM:	Escambia Cour	nty Department Director (Signatur	re):	1 mayer			
		D'ante (Palat Na					
		Director (Print Na	me):	Chief W. R. Po	vell		
RECON	MENDATION	:					
TO:	Board of Coun	ty Commissioners					
Meeting	2 Date:						
Approv	ed by the County	y Commission and Recorded in the	e Minutes of:				
	Pam Childers, Clerk of the Circuit Court & Comptroller						
				By (Deputy Clerk)	Scribe.		
This Eq	uipment Has Be	en Auctioned / Sold					
bv:							
	Print Name		Signature			Date	
Property		to Clerk & Comptroller's Finance					
			_			_	
Clerk &	Comptroller's l	Finance Signature of Receipt		Date			
Property	Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.						

TO:	Clerk & Co	emptroller's Finance Departme	ent				
FROM	: Disposing l	sposing Department: Corrections Department			COST CENTER NO: 290406		
Melissa	a M. Snow			DATE:	03/02/2020		
Property Custodian (PRINT FULL NAME) Property Custodian (Signature):				Phone No:	850-595-31	07	
		LOWING ITEM(S) TO BE DISP		-			
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERI	AL NUMBER	MODEL	YEAR	CONDITION
Υ Υ	61074	STX-20 Heat Press		N/A	STX-20	2014	Inoperable
					-		
Disposa	l Comments:	Equipment is inoperable.					
-							
INFORM	MATION TECH	INOLOGY (IT Technician):	D:				
Conditio	na. Dia		Print Name				
Conditio		pose-Good Condition-Unusable for					
		pose-Bad Condition-Send for recyc	enng-Onusabi	e			
Compute	er is Ready for l	Disposition					
Datas		I.C. T. L. T. L. T. L.					
Date:		Information Technology Techni	cian Signatur	e:)		
_	2-3-20						
FROM:	Escambia Cour	ty Department Director (Signature): fster	Chief W. R. Po	well		
		Director (Print Nam	ne):				
RECOM	MENDATION	:					
TO:	Board of Coun	ty Commissioners					
Meeting	Date:						
Approve	ed by the Countr	Commission and Recorded in the	Minutes of		1.3-84		
Approve	ed by the County	Commission and Recorded in the	williutes of.	Pam Childers, Clerk	of the Circuit Co	urt & Comptr	oller
				By (Deputy Clerk)		o non a saaka	
This Equ	uipment Has Be	en Auctioned / Sold					
by:							
	Print Name		Signature			Date	
Property	Tag Returned t	o Clerk & Comptroller's Finance D	Department				
						-	
		Finance Signature of Receipt		Date	A 11 11	1 11	10.12
Property	Custodian, please	complete applicable portions of disposi	tion form. See	Disposal process charts	for direction.	rev. sh 11.	19.13



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17642 County Administrator's Report 8. 5.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 04/02/2020

Issue: Request for Disposition of Property-Recommend Authorization

Be Given to Dispose of Obsolete Copier

From: STEPHAN HALL, Budget Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Office of Management and Budget, - Stephan Hall, Budget Manager, Management and Budget Services.

That the Board approve the one Request for Disposition of Property Form for the Office of Management and Budget for one Bizhub C352 Serial Number 311702282, ID F2503 Copier. The copier has reached the end of its service life, is no longer functioning, and is now of no value. Due to the condition of the item, we are requesting it be declared surplus and disposed of properly.

BACKGROUND:

The copier went end of life in October 2015, per Dex Imaging. Dex Imaging is unable to repair due to the availability of the needed parts. The Maintenance Contract was terminated on 2/28/2020.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Approved by Stephan Hall, Budget Manager.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Recommend Escambia County pick up copier for disposal at the landfill.

Attachments

Request for Disposition Form 2-28-20 Dex Imaging Letter

TO: FROM		omptroller's Finance Departme Department: OMB	ent	COST CEN	TER NO:	140201	
	Shawn S. Hunter				3/12/2020		
		(PRINT FULL NAME)		_DATE:	0/12/2020		
•	ty Custodian	N .	_ Phone No:	(850) 595-4	4960		
TAG	PROPERTY	LOWING ITEM(S) TO BE DISP		HIMDED	MODEL	VEAD	COMPITION
(Y/N)	NUMBER	DESCRIPTION OF ITEM	SERIAL 1	NUMBER	MODEL	YEAR	CONDITION
Y	55357	BixHub C352	31170)2282	F2503		Poor
	l Comments:	The copier went end of life in 2					28/2020 due to
		parts for repair. This item will ne	ed to be dispose	d of at the Esca	mbia County L	andfill.	
INFORM	MATION TECH	HNOLOGY (IT Technician):					
Condition	D:	C 1 C 1'4' - 11 - 11 - C	Print Name				
Conditio		spose-Good Condition-Unusable fo					
		spose-Bad Condition-Send for recy	cling-Unusable				
Comput	er is Ready for	Disposition					
Date:		Information Technology Techni	ician Signature:				
D-+ 3	/12/2020						
		nty Department Director (Signature	e):	10h	ale	ee	
		Director (Print Nan	ne): Stephar	D. Hall			
RECOM	IMENDATION	:					
TO:	Board of Coun	ty Commissioners					
Meeting	Date: 4/2/20	020					
	· · · · · · · · · · · · · · · · · · ·						
A	11-11-0-1	0					
Approve	ed by the Count	y Commission and Recorded in the		m Childers, Clerk	of the Circuit Co.	0 Ct-	-11
				(Deputy Clerk)	or the Circuit Cot	irt & Comptro	oller
This Far	inment Has Re	en Auctioned / Sold					
	Print Name		Signature			D	
		to Clerk & Comptroller's Finance I	Signature Department			Date	
Clerk &	Comptroller's I	Finance Signature of Receipt	Da	te		-	
Property	Custodian, please	complete applicable portions of disposi	tion form. See Dispo	sal process charts	or direction.	rev. sh 11.	19.13



1045 Downtowner Boulevard * Mobile, Alabama 36609 * Phone: 251-666-2063 * Fax: 251-666-3339 www.deximaging.com

Escambia County Budget & Finance 221 Palafox Street Suite 440 Pensacola, FL 32501

February 28, 2020

Attn: Shawn Hunter

The machine you have Bizhub C352 Sn. 311702282 id F2503 went end of life on 10/2015 we have been continuing to maintain it up until now. The current issue it is having now we are unable to repair due to the availability of the needed parts, therefore we are having to terminate the maintenance contract on the machine effective immediately. Ending meters are Black 142,672 and Color 63,181. We want to thank you for your valued business and we will be more than happy to replace that machine with a current model.

If you have any questions or concerns please do not hesitate in letting me know.

Sincerely,

Stephen E. Ward Service Manager













BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17666 County Administrator's Report 8. 6. BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 04/02/2020

Issue: Florida Department of Transportation Assignment Agreements

From: Joy Jones, Director

Organization: Engineering

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation

Assignment Agreement for State Road 292 (Perdido Key Drive) from the Alabama State

Line to the West Entrance of Perdido Key State Park and the State of Florida

Department of Transportation Assignment Agreement for State Road 292 from West of

Perdido Key State Park Entrance to Gongora Drive for Design Services for a Bike

Path/Multi-Use Trail for State Road 292 - Joy Jones, P.E. Engineering Department

Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Assignment Agreements:

A. Approve the State of Florida Department of Transportation Assignment Agreement for Perdido Key Drive from the Alabama State Line to the West Entrance of Perdido Key State Park;

- B. Approve the State of Florida Department of Transportation Assignment Agreement for Perdido Key Drive from West of Perdido Key State Park Entrance to Gongora Drive; and
- C. Adopt the Resolutions authorizing the Chairman to sign the State of Florida Department of Transportation Assignment Agreements.

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

Documents (Exhibits) relating to the Assignment Agreement for Perdido Key Drive from the Alabama State Line to the West Entrance of Perdido Key State Park:

Exhibit A - Standard Professional Services Agreement - Perdido Key Drive from the

Alabama State Line to the West Entrance of Perdido Key State Park

- Exhibit B Amendment 1
- Exhibit C Amendment 2
- Exhibit D Amendment 3

Documents (Exhibits) relating to the Assignment Agreement for Perdido Key Drive from West of Perdido Key State Park Entrance to Gongora Drive:

- Exhibit A Standard Professional Services Agreement for Perdido Key Drive from West of Perdido Key State Park Entrance to Gongora Drive
- Exhibit B Amendment 1

BACKGROUND:

Perdido Key, a barrier island, is part of the Gulf Islands National Seashore chain of islands that stretches for hundreds of miles along the Intracoastal Waterway. Perdido Key is home to a community of active, engaged people who embrace infrastructure improvements that enhance their lifestyle.

Two separate projects were undertaken by the Florida Department of Transportation (FDOT) to design a multi-use path that extends from River Road to the Alabama/Florida State line along Perdido Key Drive (formerly State Road 292.) The intent of the project is to construct an 8' concrete multi-use path along the north side of Perdido Key Drive. The project was prompted by pedestrian-related crashes and fatalities in recent years. Design Contracts were initiated by FDOT in 2017, with subsequent Contract Amendments through 2019. American Consulting was engaged in the design portion from the Alabama State Line to the West Entrance of Perdido Key State Park. Inovia Consulting Group was engaged in the design portion of the pathway from the West Entrance of Perdido Key State Park to Gongora Road.

On November 6, 2019, Escambia County took ownership of Perdido Key Drive from Gongora Drive to the Alabama State line through a Transfer Agreement with FDOT. At the time of the ownership transfer, design and permitting was not completed. Design services are needed to finalize the design and to complete utility coordination and permitting prior to any commencement of construction activities. The Design Assignment Agreements would allow Escambia County to complete the multi-use pathway, enriching the community with safe passage for pedestrians and bicyclists.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and signed off on the Assignment Agreements and the Resolutions.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for all Agreements and Resolutions.

IMPLEMENTATION/COORDINATION:

Engineering Department staff will forward the documents to FDOT for final execution.

Attachments

Agreement-AL State Line to W Entrance of Perdido Key State Park
Agreement-W Perdido Key State Park Entrance to Gongora Dr
Resolution-AL Start Line to W Entrance of Perdido Key State Park
Resolution-W Perdido Key State Park Entrance to Gongora Dr

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ASSIGNMENT AGREEMENT

Assignment of the Standard Professional Services Agreement dated May 18, 2017, Amendment 1 dated April 30, 2018, Amendment 2 dated January 14, 2019, and Amendment 3 dated October 11, 2019, to perform design services for a Bike Path/Multi Use Trail on SR 292 (Perdido Key Drive) from the Alabama State Line to the West Entrance of Perdido Key State Park in Escambia County, Florida.

Vendor No.: F043682340001

This Assignment Agreement ("Assignment") is made this _____ day of _____, 2020, among the State of Florida Department of Transportation ("DEPARTMENT" "ASSIGNOR"), American Consulting Engineers of Florida, LLC d/b/a American Consulting Professionals, LLC

Florida ("COUNTY" "ASSIGNEE").

Contract No.: C9U71

Financial Project I.D.: 438908-2-32-01

RECITALS:

("CONSULTANT"), and Escambia County, Florida, a political subdivision of the State of

- A. The DEPARTMENT/ASSIGNOR and CONSULTANT entered into that certain Standard Professional Services Agreement ("AGREEMENT"), Contract No.: C9U71, dated May 18, 2017, attached hereto as Exhibit "A" and incorporated herein, to perform design services for a Bike Path/Multi Use Trail on SR 292 (Perdido Key Drive) from the Alabama State Line to the West entrance of Perdido Key State Park in Escambia County, Florida. The DEPARTMENT/ASSIGNOR and CONSULTANT entered the first Amendment to the original Agreement on April 30, 2018, the second Amendment on January 14, 2019, and the third Amendment on October 11, 2019. Said Amendments are attached hereto as Exhibits "B", "C", and "D" respectively, and incorporated herein.
- B. DEPARTMENT/ASSIGNOR desires to assign all of its rights, title, interest, and obligations thereunder, in the AGREEMENT with CONSULTANT to COUNTY/ASSIGNEE, and CONSULTANT is willing to perform all remaining obligations and duties occurring on or after the effective date of this Assignment Agreement. COUNTY/ASSIGNEE is willing to accept the ASSIGNMENT and perform all duties and obligations under said agreement that were originally required of DEPARTMENT/ASSIGNOR, as evidenced by the resolution No. ______, dated ______,2020, attached hereto as Exhibit "E" and incorporated herein.
- C. The AGREEMENT is, by its terms, assignable only upon the prior written consent of the DEPARTMENT/ASSIGNOR.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

- The aforementioned recitals listed in paragraphs A-C are true and are by reference incorporated and made part of this ASSIGNMENT AGREEMENT ("ASSIGNMENT").
- 2. DEPARTMENT/ASSIGNOR hereby grants, bargains, sells, conveys, transfers, assigns, and sets over its entire right, title, interest in and duties under the previously executed Agreement with CONSULTANT to COUNTY/ASSIGNEE subject to the covenants and conditions set forth herein.
- 3. DEPARTMENT/ASSIGNOR hereby assumes responsibilities and obligations under the Agreement for payment of services rendered prior to the effective date of this ASSIGNMENT. COUNTY/ASSIGNEE hereby consents to and accepts the assignment of the AGREEMENT and hereby assumes DEPARTMENT/ASSIGNOR'S responsibilities and obligations on and after the effective date of this ASSIGNMENT and will hereafter perform faithfully all of the covenants, stipulations, and agreements contained therein.
- 4. The CONSULTANT hereby consents to the assignment of the Agreement to the COUNTY/ASSIGNEE.
- 5. The DEPARTMENT/ASSIGNOR consents to the assignment of the AGREEMENT to COUNTY/ASSIGNEE; provided, however, the DEPARTMENT/ASSIGNOR'S consent to this transfer will not constitute a waiver of the general prohibition against assignment contained in said AGREEMENT as to further assignments and will not constitute a release of CONSULTANT under the AGREEMENT to the extent of CONSULTANT'S performance (if any) up to the effective date of this ASSIGNMENT or to the extent of CONSULTANT'S failure to perform under the AGREEMENT hereafter, it being understood that this ASSIGNMENT will not be deemed to effect a novation. This ASSIGNMENT will not release DEPARTMENT/ASSIGNOR from liabilities incurred prior to the effective date of this assignment.
- 6. DEPARTMENT/ASSIGNOR and CONSULTANT represent, and COUNTY/ASSIGNEE accepts, that there are no claims or demands against the DEPARTMENT/ASSIGNOR or CONSULTANT arising out of or related to the performance under the AGREEMENT prior to the effective date of this ASSIGNMENT.
- 7. All sums which become payable under the AGREEMENT on and after the date of this ASSIGNMENT will be made to the CONSULTANT by the COUNTY/ASSIGNEE. CONSULTANT specifically acknowledges and agrees that no time extension or requests for additional compensation or supplemental

agreements will be granted due to this assignment or the duplication of any services provided by CONSULTANT to COUNTY/ASSIGNEE, it being understood that COUNTYASSIGNEE will stand in place of DEPARTMENT/ASSIGNOR as though no assignment has occurred.

8. The effective date of this Assignment Agreement shall be the last date on which the last party to sign executes this Assignment Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement by their duly authorized officers on day, month, and year set forth below.

ASSIGNOR:	ASSIGNEE:
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	ESCAMBIA COUNTY, FLORIDA
By: Tim Smith, P.E. Director of Transportation Development	By: Steven Barry Chairman, ECBCC
Date:	Date:
Attest: Executive Secretary (Seal)	ATTEST: Pam Childers Clerk of the Circuit Court
Legal Review:	By:(Deputy Clerk)
Office of the General Counsel	(SEAL)
CONSULTANT:	Approved as to form and legal sufficiency
American Consulting Engineers of Florida, LLC d/b/a American Consulting Professionals, LLC	By/Title: Kristin D. Hual, SACA
By: Ryan Forrestel	Date: 02-27-2020
Title:	
Date:	
Attest: Secretary (Seal)	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ASSIGNMENT AGREEMENT

Assignment of the Standard Professional Services Agreement dated February 27, 2017, and subsequent Amendment dated March 6, 2019, to perform design services for a Bike Path/Multi-Use Trail for SR 292 (Perdido Key Drive) from West of Perdido Key State Park Entrance to Gongora Drive in Escambia County, Florida.

Contract No.: C9T70 Financial Project I.D.: 438908-1-32-01

Vendor No.: F593580739002

This Assignment Agreement ("Assignment") is made this _____ day of _____, 2020, among the State of Florida Department of Transportation ("DEPARTMENT" "ASSIGNOR"), L&W Engineering, Inc. d/b/a Inovia Consulting Group ("CONSULTANT"), and Escambia County, Florida, a political subdivision of the State of Florida ("COUNTY" "ASSIGNEE").

RECITALS:

- A. The DEPARTMENT/ASSIGNOR and CONSULTANT entered into that certain Standard Professional Services Agreement ("AGREEMENT"), Contract No.: C9T70, dated February 27, 2017, attached hereto as Exhibit "A" and incorporated herein, to perform design services for a Bike Path/Multi-Use Trail for SR 292 (Perdido Key Drive) from West of Perdido Key State Park Entrance to Gongora Drive in Escambia County, Florida. The DEPARTMENT/ASSIGNOR and CONSULTANT entered an Amendment to the original Agreement dated March 6, 2019. Said Amendment is attached hereto as Exhibit "B" and incorporated herein.
- B. DEPARTMENT/ASSIGNOR desires to assign all of its rights, title, interest, and obligations thereunder, in the AGREEMENT with CONSULTANT to COUNTY/ASSIGNEE, and CONSULTANT is willing to perform all remaining obligations and duties occurring on or after the effective date of this Assignment Agreement. COUNTY/ASSIGNEE is willing to accept the ASSIGNMENT and perform all duties and obligations under said agreement that were originally required of DEPARTMENT/ASSIGNOR, as evidenced by the resolution No. _______, dated ______,2020, attached hereto as Exhibit "C" and incorporated herein.
- C. The AGREEMENT is, by its terms, assignable only upon the prior written consent of the DEPARTMENT/ASSIGNOR.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

- The aforementioned recitals listed in paragraphs A-C are true and are by reference incorporated and made part of this ASSIGNMENT AGREEMENT ("ASSIGNMENT").
- 2. DEPARTMENT/ASSIGNOR hereby grants, bargains, sells, conveys, transfers, assigns, and sets over its entire right, title, interest in and duties under the previously executed Agreement with CONSULTANT to COUNTY/ASSIGNEE subject to the covenants and conditions set forth herein.
- 3. DEPARTMENT/ASSIGNOR hereby assumes responsibilities and obligations under the Agreement for payment of services rendered prior to the effective date of this ASSIGNMENT. COUNTY/ASSIGNEE hereby consents to and accepts the assignment of the AGREEMENT and hereby assumes DEPARTMENT/ASSIGNOR'S responsibilities and obligations on and after the effective date of this ASSIGNMENT and will hereafter perform faithfully all of the covenants, stipulations, and agreements contained therein.
- 4. The CONSULTANT hereby consents to the assignment of the Agreement to the COUNTY/ASSIGNEE.
- 5. The DEPARTMENT/ASSIGNOR consents to the assignment of the AGREEMENT to COUNTY/ASSIGNEE; provided, however, the DEPARTMENT/ASSIGNOR'S consent to this transfer will not constitute a waiver of the general prohibition against assignment contained in said AGREEMENT as to further assignments and will not constitute a release of CONSULTANT under the AGREEMENT to the extent of CONSULTANT'S performance (if any) up to the effective date of this ASSIGNMENT or to the extent of CONSULTANT'S failure to perform under the AGREEMENT hereafter, it being understood that this ASSIGNMENT will not be deemed to effect a novation. This ASSIGNMENT will not release DEPARTMENT/ASSIGNOR from liabilities incurred prior to the effective date of this assignment.
- 6. DEPARTMENT/ASSIGNOR and CONSULTANT represent, and COUNTY/ASSIGNEE accepts, that there are no claims or demands against the DEPARTMENT/ASSIGNOR or CONSULTANT arising out of or related to the performance under the AGREEMENT prior to the effective date of this ASSIGNMENT.
- 7. All sums which become payable under the AGREEMENT on and after the date of this ASSIGNMENT will be made to the CONSULTANT by the COUNTY/ASSIGNEE. CONSULTANT specifically acknowledges and agrees that no time extension or requests for additional compensation or supplemental

agreements will be granted due to this assignment or the duplication of any services provided by CONSULTANT to COUNTY/ASSIGNEE, it being understood that COUNTY/ASSIGNEE will stand in place of DEPARTMENT/ASSIGNOR as though no assignment has occurred.

8. The effective date of this Assignment Agreement shall be the last date on which the last party to sign executes this Assignment Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement by their duly authorized officers on the day, month and year set forth below.

ASSIGNOR:	ASSIGNEE:
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	ESCAMBIA COUNTY, FLORIDA
By: Tim Smith, P.E. Director of Transportation Development Date:	By: Steven Barry Chairman, ECBCC Date:
Attest: Executive Secretary (Seal)	ATTEST: Pam Childers Clerk of the Circuit Court
Legal Review:	By:(Deputy Clerk)
Office of the General Counsel	(SEAL)
CONSULTANT:	Approved as to form and legal sufficiency
L&W Engineering, Inc. d/b/a Inovia Consulting Group	By/Title: Kristin D. Hual, SACA
By: Russell Large	Date: <u>02-27-2020</u>
Title:	
Date:	
Attest:Secretary (Seal)	

RESOLUTION NUMBER R2020-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN TO SIGN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ASSIGNMENT AGREEMENT FOR DESIGN SERVICES FOR A BIKE PATH/MULTI-USE TRAIL FOR SR 292 (PERDIDO KEY DRIVE) FROM ALABAMA STATE LINE TO THE WEST ENTRANCE OF PERDIDO KEY STATE PARK IN ESCAMBIA COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("Department") and American Engineers of Florida, LLC d/b/a American Consulting Professionals, LLC ("Consultant") entered into a Standard Professional Services Agreement ("Agreement") dated May 18, 2017, to perform design services for a Bike Path/Multi-Use Trail for SR 292 (Perdido Key Drive) from west of Perdido Key State Park Entrance to Gongora Drive in Escambia County, Florida; and

WHEREAS, the Department and Consultant subsequently entered into the first Amendment on April 30, 2018, the second Amendment on January 14, 2019, and the third Amendment on October 11, 2019; and

WHEREAS, the Department desires to assign all rights, title, interest, and obligations thereunder, in the Agreement with the Consultant to Escambia County, and Consultant is willing to perform all remaining obligations and duties occurring on or after the effective date of the Assignment.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners is hereby willing to accept the Assignment and perform all duties and obligations under the Agreement.

SECTION 3. That the Board authorizes the Chairman to sign the State of Florida Department of Transportation Assignment Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners of Escambia County, Florida.

А	DOPTED this	_day of	2020.
			BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
			Steven Barry, Chairman
ATTEST:	Pam Childers Clerk of the Circuit	Court	Approved as to form and legal sufficiency.
			By/Title: Kristin D. Husl, SACA
Ву: _	Deputy Clerk		Date: <u>02-27-2020</u>

RESOLUTION NUMBER R2020-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN TO SIGN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ASSIGNMENT AGREEMENT FOR DESIGN SERVICES FOR A BIKE PATH/MULTI-USE TRAIL FOR SR 292 (PERDIDO KEY DRIVE) FROM WEST OF PERDIDO KEY STATE PARK ENTRANCE TO GONGORA DRIVE IN ESCAMBIA COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("Department") and L & W Engineering, Inc. d/b/a Inovia Consulting Group ("Consultant") entered into an Agreement dated February 27, 2017, to perform design services for a Bike Path/Multi-Use Trail for SR 292 (Perdido Key Drive) from west of Perdido Key State Park Entrance to Gongora Drive in Escambia County, Florida; and

WHEREAS, the Department and Consultant subsequently entered into an Amendment dated March 6, 2019; and

WHEREAS, the Department desires to assign all of its rights, title, interest, and obligations thereunder, in the Agreement with the Consultant to Escambia County, and Consultant is willing to perform all remaining obligations and duties occurring on or after the effective date of the Assignment.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners is hereby willing to accept the Assignment and perform all duties and obligations under the Agreement.

SECTION 3. That the Board authorizes the Chairman to sign the State of Florida Department of Transportation Assignment Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners of Escambia County, Florida.

2020.

		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
		Steven Barry, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court	Approved as to form and legal sufficiency.
D		By/Title: Kristin D. Hual, SACA
By: _	Deputy Clerk	Date: <u>02-27-2020</u>

dav of

ADOPTED this



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17696 County Administrator's Report 8. 7. BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 04/02/2020

Issue: Park License and Management Agreements for County Athletic

Parks

From: Michael Rhodes, Dept Director

Organization: Parks and Recreation

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Park License and Management Agreements for County Athletic Parks - Michael Rhodes, Parks and Recreation Department Director

That the Board take the following action concerning the Park License and Management Agreements for County athletic parks between Escambia County and volunteer athletic associations:

A. Approve each of the Agreements authorizing license and management of County-owned property for public recreation purposes with the following volunteer athletic organizations:

- Bellview Football Club at Bellview Park;
- 2. Brent Baseball Youth Sports Association at Brent Baseball Park;
- 3. Brent Youth Sports Association at Brent Football Park;
- 4. Cantonment Football Club at Cantonment Athletic Park;
- 5. D.R.E.A.M. (Diverse Relentless Empowered Achievers of Munificence Youth Development) at Mayfair Park;
- 6. Ensley Youth Sports Association, Inc., at John R. Jones Park;
- 7. Five Flags Knights Lacrosse, Inc., at Brent Baseball Park;
- 8. Miracle League of Pensacola at John R. Jones Park;
- 9. Molino Recreation Association at Don Sutton Park;
- 10. Myrtle Grove Athletic Association at Myrtle Grove Park;
- 11. Northwest Escambia Bradberry Park at Harvey C. Bradberry Park;
- 12. Pensacola Futbol Club, Inc., at Ashton Brosnaham Park;
- 13. Perdido Bay Futbol Club, Inc., at Baars Field;
- 14. Perdido Bay Futbol Club, Inc., at Southwest Escambia County Sports Complex Park;

- 15. Perdido Bay Youth Sports Association, Inc., at Southwest Escambia County Sports Complex Park; and
- 16. Youth Association of NE Pensacola at John R. Jones Park; and

B. Authorize the Chairman to sign each Park License and Management Agreement for the same aforementioned 16 volunteer athletic organizations, effective upon Board approval.

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

• Park License and Management Agreements

BACKGROUND:

The Parks and Recreation Department, at the direction of the Board of County Commissioners, has partnered with volunteer/parent athletic organizations to provide organized recreational sports activities for Escambia County citizens. These organizations successfully provide t-ball, softball, baseball, football, lacrosse, cheerleading, soccer, and flag football activities, benefiting thousands of citizens each year.

The majority of County athletic parks operate under Park License and Management Agreements. Copies of the Park License and Management Agreements have been distributed under separate cover for reference purposes.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Park License and Management Agreements were prepared in conjunction with the County Attorney's Office, and were approved for form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for License and Management Agreements for County park property, as well as for the authorization of the Chairman's signature on the Park License and Management Agreements.

IMPLEMENTATION/COORDINATION:

The Parks and Recreation Department will coordinate all efforts between Escambia County and the athletic organizations.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17709 County Administrator's Report 8. 8. BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 04/02/2020

Issue: Unlawful Harassment Policy

From: Janice Gilley, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Unlawful Harassment Policy and the Merit System Protection Board - Janice P. Gilley, County Administrator

That the Board take the following action:

A. Approve the updated Unlawful Harassment Policy to include a grievance process; and

B. Approve corresponding changes to the Merit System Protection Board (MSPB) in relation to 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. The Board discussed the policy in the Fall of 2019 and again on March 12, 2020, to consider the addition of a grievance process.

Additionally, the Merit System Protection Board (MSPB) was created in 2005 by Ordinance 2005-38 and was subsequently updated in 2008 and 2012.

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

Proposed Unlawful Harassment Policy

Proposed MSPB Ordinance

Board of County Commissioners Escambia County, Florida

Title: Unlawful Harassment Policy, Section II, Part C. 38

Date Adopted: April 17, 2018

Effective Date: November 1, 2018, as amended

Reference:

Policy Amended: April 2, 2020

I. Purpose

Escambia County strives to create and maintain a work environment in which people are treated with dignity, decency, and respect. The environment of the County should be characterized by mutual trust and the absence of intimidation, oppression, and exploitation. Employees should be able to work and learn in a safe atmosphere. The accomplishment of this goal is essential to the mission of the County. It is the intent of this policy to promote a healthy work environment free from harassment, discrimination, and other inappropriate or offensive conduct motivated by bias against any race, age group, religion, disability, ethnicity, national origin, or other personal characteristic or trait as well as to provide procedures for preventing, reporting, investigating, and resolving complaints of such misconduct.

II. Scope

All employees, regardless of their positions and including regular, temporary, relief, intermittent, provisional, grant-funded, interns, and student appointment employees, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy.

III. Responsibilities

A. Board of County Commissioners/Employer

- 1. Employer shall mean any supervisory or managerial employee to whom an allegation of harassment, discrimination or retaliation is presented.
- 2. Escambia County will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, the County will seek to prevent, correct and discipline behavior that violates this policy.
- 3. It is the responsibility of the Human Resources (HR) Director to maintain a <u>written</u> copy of the record of a complaint, of discrimination or harassment. A complaint may be made orally or in writing.
- 4. It is the responsibility of the HR Director to maintain the currency of this policy.

B. Employees

1. Employee means any person working under the authority of the County or acting as a volunteer on behalf of the County.

- 2. It is the duty of every employee of the County to be familiar with and abide by the County's policies regarding illegal discrimination and unlawful harassment.
- 3. It is the duty of every employee to report illegal discrimination or unlawful harassment to the appropriate person(s), even if it is being practiced against another employee.
- 4. It is the duty of every employee to cooperate in any investigation into allegations of harassment.

IV. Prohibited Conduct Under This Policy

No County employee will subject any person, whether or not the person is employed with the County, to harassment, discrimination, or other offensive or inappropriate conduct of any nature, through verbal, nonverbal, or physical behavior, based on a bias or predisposition against the person's race, sex, age, religion, disability, ethnicity, national origin, sexual orientation, gender identity, genetic information, marital status, or other personal characteristic that is not directly related to the job.

A. Discrimination

- 1. It is a violation of Escambia County's policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability status, gender, sexual orientation, gender identity, genetic information, or marital status.
- 2. Discrimination of this kind is also strictly prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act 1964, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990, and Chapter 760, Florida Statutes. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.

B. Harassment

- 1. Escambia County prohibits harassment of any kind based upon a person's nationality, origin, race, color, religion, gender, sexual orientation, age, body, pregnancy, disability, marital status, or appearance, including epithets, slurs and negative stereotyping. For purposes of this policy, harassment is any verbal, written or physical conduct designed to threaten, intimidate or coerce an employee, co-worker or any person working for or on behalf of the County. Harassment includes but is not limited to epithets and negative stereotyping, as well as verbal taunting (including racial and ethnic slurs) that, in the employee's opinion, impairs his or her ability to perform his or her job is included in the definition of harassment.
- 2. A single substantiated incident of inappropriate behavior may constitute misconduct requiring discipline, while a pattern of such behavior will constitute harassment in most cases and discipline will result.

C. Hostile Work Environment Harassment

1. This occurs when unwelcome written, verbal, or physical conduct stemming from a bias

against a particular race, age group, color, religion, disability, ethnicity, national origin, sexual orientation, body type, pregnancy, marital status, or other personal characteristic unreasonably interferes with an employee's job performance, or when it creates an intimidating, demeaning, abusive, or offensive work environment. A hostile work environment can be created by anyone including supervisors, other employees or third parties (customers, vendors, contractors).

2. This section refers to hostile work environment harassment of a non-sexual nature. For the definition of hostile work environment sexual harassment, see below.

D. Sexual Harassment

- 1. Sexual harassment is a form of unlawful employment discrimination under Title VII of the Civil Rights Act of 1964 and is prohibited under Escambia County's anti-harassment policy. According to the Equal Employment Opportunity Commission (EEOC), sexual harassment is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature . . . when . . . submission to or rejection of such conduct is used as the basis for employment decisions . . . or such conduct has the purpose or effect of . . . creating an intimidating, hostile or offensive working environment."
- 2. There are two types of sexual harassment:
 - a. "Quid pro quo sexual harassment," where submission to the sexual harassment is used as the basis for employment decisions. This occurs if employee benefits such as raises, promotions and better working hours are directly linked to compliance with sexual advances. Examples: A supervisor promising an employee a raise if she goes on a date with him; a manager telling an employee she will fire him if he does not have sex with her.
 - b. "Hostile work environment sexual harassment," where the sexual harassment creates an offensive and unpleasant working environment. A hostile work environment can be created by anyone in the work environment, whether it be supervisors, other employees or customers. Hostile work environment sexual harassment consists of verbiage of a sexual nature, unwelcome sexual materials or even unwelcome physical contact as a regular part of the work environment. Texts, e-mails, social media postings, cartoons, or posters of a sexual nature; vulgar or lewd comments or jokes; or unwanted touching or fondling all fall into this category.
- 3. Sexual harassment occurs when unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature:
 - a. Is made explicitly or implicitly a term or condition of employment.
 - b. Is used as a basis for an employment decision.
 - c. Unreasonably interferes with an employee's work performance or creates an intimidating, hostile or otherwise offensive environment.
- 4. Sexual harassment may take different forms. The following examples of sexual harassment are intended to be guidelines and are not exclusive when determining

whether there has been a violation of this policy:

- a. Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks and threats; requests for any type of sexual favor (this includes repeated, unwelcome requests for dates); and verbal abuse or "kidding" that is oriented toward a prohibitive form of harassment, including that which is sexual in nature and unwelcome.
- b. Nonverbal sexual harassment includes the distribution, display, or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex as well as; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters and notes, facsimiles, e-mail, photos, text messages, tweets and Internet postings; or other form of communication that is sexual in nature and offensive.
- c. Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing and fondling <u>as well as</u> and forced sexual intercourse or assault.
- 5. Anyone who is subject to sexual harassment should, if possible, inform the alleged harasser that the conduct is unwanted and unwelcome. The Board of County Commissioners recognizes that sexual harassment may occur in unequal relationships (i.e. between a supervisor and his/her employee) and that it may not be possible for the victim to inform the alleged harasser.
- 6. Courteous, mutually respectful, pleasant, noncoercive interactions between employees, including men and women, that are appropriate in the workplace and acceptable to and welcomed by both parties are not considered to be harassment, including sexual harassment.

E. Retaliation

- 1. No hardship, loss, benefit or penalty may be imposed on an employee in response to:
 - a. Making or responding to a bona fide complaint of discrimination or harassment.
 - b. Appearing as a witness in the investigation of a complaint.
 - c. Serving as an investigator of a complaint.
- 2. Retaliation or attempted retaliation in response to making a complaint or invoking the complaint process is a violation of this policy. Any person who is found to have violated this aspect of the policy will be subject to sanctions up to and including termination of employment.

V. Prohibited conduct is not restricted to regular work site

This policy prohibits harassment, discrimination, and other offensive or inappropriate conduct at any place where Escambia County work or work-related activities are conducted, whether or not such work or activity is conducted at any County premise or facility.

VI. Consensual Romantic or Sexual Relationships

- A. Escambia County strongly discourages romantic or sexual relationships between a manager or other supervisory employee and his or her staff (an employee who reports directly or indirectly to that person) because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others or, at a later date, by the staff member as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation, coercion or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment. If there is such a relationship, the parties need to be aware that one or both may be moved to a different department, or other actions may be taken.
- B. If any employee of Escambia County enters into a consensual relationship that is romantic or sexual in nature with a member of his or her staff (an employee who reports directly or indirectly to him or her), or if one of the parties is in a supervisory capacity in the same department in which the other party works, the parties must notify the HR Director or other appropriate Department Director. Because of potential issues regarding quid pro quo harassment, Escambia County has made reporting **mandatory**. This requirement does not apply to employees who do not work in the same department or to parties who do not supervise or otherwise manage responsibilities over the other.
- C. Once the relationship is made known to Escambia County, the County will review the situation with the HR Director considering all the facts available at the time (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and will determine whether one or both parties need to be moved to another job or department.
- D. If it is determined that one party must be moved, and there are jobs in other departments available for both, the parties may decide who will be the one to apply for a new position. If the parties cannot amicably come to a decision, or the party is not chosen for the position to which he or she applied, the parties will contact human resources, which will decide which party should be moved. That decision will be based on which move will be least disruptive to the organization as a whole. If it is determined that one or both parties must be moved, but no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.

VII. Complaint Process

- A. Escambia County will treat any person who makes a complaint <u>courteously</u>; and the County will handle all complaints swiftly and confidentially to the extent possible recognizing the need to take appropriate corrective action. Making a complaint will in no way be used against the employee or have an adverse impact on the individual's employment status. Because of the damaging nature of harassment to the victims and to the entire workforce, aggrieved employees are strongly urged to use this procedure.
 - 1. Escambia County has established the following procedure for making a complaint of harassment, discrimination, or retaliation. The County will treat all aspects of the procedure confidentially to the extent reasonably possible. However, the County is under an obligation

to prevent harassment and discrimination occurring in the workplace and it may be necessary to disclose facts and names to remedy the harassment, discrimination, or retaliation.

2. While the County encourages individuals who believe they are being harassed to firmly and promptly notify the offender that his/her behavior is unwelcome, the County also recognizes the power and status disparities between an alleged harasser and a target may make a confrontation impossible. In the event that such informal, direct communication between individuals is either ineffective or impossible, a complaint shall be made.

3. Making a Complaint:

- a Pursuant this policy, any complaint should be made immediately upon discovery or awareness of the discrimination or harassment. The complaint need not be in writing to be effective.
- b. An individual who feels harassed, discriminated, or retaliated against may initiate the complaint process by filing a complaint <u>orally or</u> in writing with Escambia County's HR Director. The complaint can be made using the Complaint Form adopted and approved pursuant this policy and included herein. Copies of the Complaint Form shall also be available at <u>www.myescambia.com</u>.
- c. The complainant (the employee making the complaint) may obtain a complaint form from the HR department or from the Division Manager or Director of the employee's assigned department to assist in making a complaint.
 - i. If a supervisor or manager becomes aware that harassment or discrimination is occurring, either from personal observation or as a result of an employee's coming forward, the supervisor or manager should immediately report his or her observation or knowledge to the HR Director.
 - ii. If a complaint is made against a member of management, including any Division Manager or Director, the HR Director will receive and investigate the complaint.
 - iii. If a complaint is made against the HR Director, the County Administrator will receive and investigate the complaint.
- d. Internal EEO complaints for the Escambia County Mass Transit Authority shall be investigated by the EEO Mass Transit Officer, in accordance with the requirements of the FTA.
 - e. Fire-Rescue Division of the Public Safety Department consists of career and volunteer firefighters with support and administrative staff operating under a unified command as a combination department. Fire-Rescue operates as a paramilitary organization. In order to facilitate the making of a complaint, in addition to the procedures described in paragraphs 1 and 3 a. through c. above, any personnel who are working within Fire-Rescue Division as career or volunteer personnel may make a complaint to his or her direct supervisor who

shall make a written report which shall be submitted to each level of command (Lieutenant to Battalion Chief to Deputy Fire Chief) and lastly to Fire Chief. In the event any of the supervisors within the chain of command are the subject of a complaint, then complaint shall be made directly to the Fire Chief or the HR Director.

- i. Volunteer personnel may make a complaint to his or her District Chief who shall make a written report which shall be transmitted to the Deputy Fire Chief and who, in turn, shall transmit the written report to and confer with the Fire Chief. The Fire Chief will make a written report and refer the complaint to the HR Director for investigation.
- ii. Any Fire-Rescue personnel who becomes aware of harassment, discrimination, or retaliation involving other Fire-Rescue personnel shall notify the Fire Chief through the chain of command except in those circumstances where those in command are alleged to have harassed, discriminated or retaliated, in which case, the chain of command can be bypassed and the Fire Chief or HR Director shall be notified directly.

4. Investigation of Complaint

- In determining whether alleged misconduct warrants disciplinary action or other response, the HR Director or their designee will look at the totality of the circumstances, the nature of the incident(s) or behavior, and the context in which they occurred. The determination of the appropriate response to each complaint will be made from the facts, on a case-by-case basis. Upon receiving a complaint or being advised by a supervisor or manager that violation of this policy may be occurring, the HR Director will notify the County Administrator and review the complaint with the County Attorney's Office.
- b. Within ten (10) working days of receiving the complaint, the HR Director or their designee will initiate an initial investigation to determine whether there is a reasonable basis that the alleged violation of this policy occurred. If no basis is found, the investigation will conclude that the complaint did not meet the criteria for harassment or discrimination set forth in this policy, the complainant will be informed, and no further action is required.
- c. <u>If the investigation is to continue</u>, the HR Director <u>or their designee</u>, together with Administration, and/or legal counsel or other management employees, will interview the complainant, the subject of the complaint, and any witnesses to determine whether the alleged conduct occurred.
- d Within <u>fifteen (15)</u> working days of the complaint being made (or the matter being referred to the HR Director), the HR Director or other person conducting the investigation will conclude the investigation and submit a written report of his or her findings to the County Administrator. <u>The goal is to have the investigation, findings, and report completed within a total of 25 days; however, time may be extended based upon the nature of the allegations and need for additional investigation.</u>

5. Determination of Complaint

- a. If it is determined that harassment or discrimination in violation of this policy has occurred, the HR Director will recommend appropriate disciplinary action. The appropriate action will depend on the following factors: a) the severity, frequency, and pervasiveness of the conduct; b) prior substantiated complaints made against the respondent; and c) the quality of the evidence (e.g., first-hand knowledge, credible corroboration).
- b. If the investigation is inconclusive or if it is determined that there has been no violation of policy but potentially problematic conduct may have occurred, the HR Director may recommend appropriate preventive action.
- c. Within five (5) working days after the investigation is concluded, the HR Director or their designee will meet with the complainant and the alleged offender or subject of the complaint, separately, notify them of the findings of the investigation, and inform them of the action being recommended.
- d. The complainant and the subject of the complaint may submit statements to the HR Director challenging the factual basis of the findings. Any such statement must be submitted no later than five (5) working days after the meeting with the HR Director in which the findings of the investigation are discussed.
- e. Within ten (10) days from the date the HR Director meets with the complainant and the subject of the complaint, the County Administrator, or designee, will review the investigative report and any statements submitted by the complainant, the subject of the complaint, or others, discuss results of the investigation with the HR Director and other management staff as may be appropriate, and decide what action, if any, will be taken.
- f. The County's decision will be in writing and will include findings of fact and a statement for or against disciplinary action. If disciplinary action is to be taken, the subject of the complaint will be informed of the nature of the discipline and how it will be executed.
- B. If at any point before the final decision is made, the investigating authority does not respond in a timely manner to the complainant when asked for updates on the status of the complaint, the complainant should contact the HR Director directly.
 - 1. <u>If no response is received from the HR Director, the complainant should contact the County Administrator directly.</u>
 - 2. If there is still no response from the investigative authority, HR Director, or County Administrator, the complainant may initiate the grievance process.
- C. <u>Unlawful harassment is a very serious allegation which is not to be taken lightly or used as a means to avoid warranted discipline.</u> Making groundless or malicious complaints is an abuse of this policy and will be treated as a violation.

VIII. Grievance Process

- 1. <u>In the event the parties involved in the complaint do not agree with the findings and recommendations, he/she may grieve the case to the Grievance Committee.</u>
 - i. The Grievance Committee will be composed of three (3) members to include a representative of the grievant, a representative of the other party(s) involved, and a representative of either the HR Department or the Office of Compliance and Ethics (whichever did not participate in the original investigation). The grievant and other party's representative shall be selected by the HR Director from each of two (2) nominees submitted respectively by the grievant and the other party.
 - ii. No person who is a relative of the grievant or who is under the same direct supervisory chain of command as grievant shall be eligible to sit on such Grievance Committee. Elected public officials shall also be ineligible to serve on the Committee. In the event one or both parties fail to submit nominees to the HR Director, he/she shall be authorized to complete the selection of the members of the Grievance Committee.

2. <u>Step One Grievance: Appeal to the Grievance Committee</u>

- i. Within five (5) working days of the County's decision, either party (complainant or subject of the complaint) may initiate a grievance of the County's decision in writing to the HR Director.
- Members of the Grievance Committee shall, within ten (10) working days following their appointment, unless an extension of time has been agreed upon, conduct a review of the case and/or a hearing if determined necessary to enable the Committee to render a fair and equitable decision. The Grievance Committee shall not be bound by the technical rules of evidence but shall seek diligently all of the information and evidence bearing on the merits of the case.
- iii. Within five (5) working days after the conclusion of the hearing, the Grievance Committee shall render its decision in writing which shall be certified to the grievant. Copies of the decision shall be delivered to all parties at interest.

3. Step Two Grievance: Appeal to the Merit System Protection Board (MSPB)

- i. If such disposition by the Grievance Committee is not satisfactory to either party, either party may appeal such decision to the MSPB within five (5) working days following the receipt of the decision of the Grievance Committee, which the appeal must be in writing and received by the HR Director within the time allowed for the appeal. The appealing party shall have the burden of proof.
- ii. The hearing before the MSPB shall be de novo and shall follow the same procedure and format as used by the MSPB in conducting disciplinary hearings appealed directly to the MSPB.
- iii. Review of MSPB action shall be by petition for writ of certiorari to the circuit court of Escambia County Florida as described in section 2-210 of the MSPB ordinance.
- 4. <u>Union employees have the option of grieving the findings and</u>

recommendations of an unlawful harassment claim through their respective union grievance process. If chosen to grieve through the union, the employee foregoes the grievance process in this policy.

IX. Confidentiality

- A. During the complaint process, the confidentiality of the information received, the privacy of the individuals involved, and the wishes of the complaining person will be protected to as great a degree as is possible. The expressed wishes of the complaining person for confidentiality will be considered in the context of the County's legal obligation to act on the charge and the right of the charged party to obtain information. In most cases, however, confidentiality will be strictly maintained by the County and those involved in the investigation. In addition, any notes or documents written by or received by any person(s) involved in the investigation will be kept confidential to the extent possible and according to any existing state or federal law.
- B. The employee assistance program (EAP) provides confidential counseling services to County employees. Individuals wishing to discuss an incident confidentially or seeking information and advice of a personal nature are encouraged to contact the EAP. The role of the EAP in such cases will be limited to personal counseling and treatment for the person who is then an EAP client.
- C. Contacting the EAP will not qualify as notification to Escambia County of a potential harassment or discrimination issue (see Complaint Process above for more on how to notify the County of an issue or complaint).

X. Training, Administration and Records.

- A. The HR Director shall be responsible for training, administration, and records associated with the Unlawful Harassment Policy.
- B. All County employees are required to attend no less than one (1) hour of harassment prevention training on an annual basis.
- C. Department Directors shall be responsible for scheduling an adequate number of training sessions and shall provide adequate notice of the training sessions. "Harassment Prevention Training" includes any training on the provisions, application, and enforcement of this policy.
- D. Failure to attend the minimum requirements for harassment prevention training annually shall constitute a "for cause" basis for disciplinary action.

XI. <u>Alternative legal remedies</u>

Nothing in this policy shall prevent the complainant or other affected individuals from pursuing formal legal remedies or resolution through local, state, or federal agencies or the courts. The following are two such agencies that may be contacted:

Equal Employment Opportunity Commission (EEOC) Mobile Office (251) 690-2590 or (800) 669-4000

Florida Commission on Human Relations (850) 488-7082

Proposed MSPB Ordinance

DIVISION 1. - MERIT SYSTEM PROTECTION BOARD

Sec. 2-204. - Short title.

This division shall be known as "The Merit System Protection Board of Escambia County, Florida Ordinance" and may be cited as such, and will be referred to herein as "this division".

(Ord. No. 2005-38, § 1, 8-18-2005)

Sec. 2-205. - Board establishment and powers.

- (a) *Establishment*. This article is enacted by the board of county commissioners under the authority of article VIII, section 1(f) of the Florida Constitution and F.S. 125.01, with the express intent to implement an effective, systematic, and orderly method for the fair and equitable redress of county classified employee appeals through the establishment of the Escambia County Merit System Protection Board.
- (b) Powers. The merit system protection board shall:
 - 1. Abide by the MSPB rules and procedures as recommended by the MSPB and approved by the board of county commissioners.
 - 2. Have the authority to employ and discharge any employee or contractor(s) on the MSPB staff. Any such decision will be by majority vote of the MSPB.
 - 3. Select a staff that will include:
 - a.One part-time executive director (unclassified: 30 hours per week); and b.One full-time board secretary (unclassified: 40 hours per week); and
 - c. One part-time board attorney (contract: one year renewable).
 - 4. Abide by the classification, pay ranges, pay increases, recruitment, conditional job offers (CJO), and personnel support for these positions, which shall be exclusively developed and managed by the servicing personnel office of the board of county commissioners and thereafter submitted to the participating appointing authorities for approval.
 - 5. Consult with the human resources director of the board of county commissioners and request assistance for any personnel administrative support services for MSPB employees as may be required by the MSPB, e.g., recruitment, benefits, pay administration, salary surveys, etc.
 - 6. Conduct quasi-judicial hearings involving involuntary demotions, suspensions without pay, or terminations upon timely request of any classified employee who has successfully completed the required initial probationary period. Such hearings are to be conducted in accordance with the merit system protection board rules and procedures of Escambia County.

- 7. Conduct quasi-judicial hearings for grievances involving unlawful harassment when a grievance reaches the second step in the grievance process for any classified employee who has successfully completed the required initial probationary period. Such hearings are to be conducted in accordance with the merit system protection board rules and procedures of Escambia County.
- 7.8. Conduct quasi-judicial hearings and render administrative decisions for the participating appointing authorities to determine whether or not to uphold the appealed disciplinary action of any eligible employee of that appointing authority.
 - a. The MSPB shall determine whether the participating appointing authority, department director, or other officer whose disciplinary action is being appealed had authority to exercise such action and did legally exercise such action for cause within the rules and procedures of the Escambia County Merit System Protection Board and the policies and procedures of the participating appointing authorities.
 - b.If so found, the MSPB shall affirm the disciplinary action.
 - c. In the event that the MSPB finds that the action appealed is contrary to the policies and procedures of the participating appointing authority and is not supported by the preponderance of the evidence, the MSPB shall reverse such disciplinary action, and shall restore all pay and benefits lost as a result of such disciplinary action. The MSPB shall not modify the terms and conditions of said action of the agency officer or participating appointing authority.
 - d. The board may ratify any mediated agreement between an appointing authority and its employee disposing of an appeal.
- 8.9. Submit annual reports to the board of county commissioners and the participating appointing authorities concerning the finances, transactions, issues, caseloads, and business of the merit system protection board.
- 9.10. Conduct or direct investigations when requested to do so by the participating appointing authorities on matters pertaining to classified employees.
- Enter into any agreement or contract with the federal government or the State of Florida, or any agency or political subdivision of either, for the purpose of carrying out, or which in the judgment of the board of county commissioners may assist them in carrying out, the powers herein granted, or any of them.
- 41.12. Make all contracts, enter into all leases, execute all instruments, and do all things necessary, desirable or convenient to carry out the powers, duties, and purposes herein granted.
- 12.13. Sue and be sued in the name of the MSPB. A change in persons composing the MSPB shall not abate the suit, but it shall proceed as if had such change not taken place.
- 13.14. Subpoena witnesses and evidence to hearings and take testimony under oath from all persons appearing before the MSPB.

- (c) *Ethics*. The members of MSPB shall be subject to F.S. ch. 112, pt. III, "the Code of Ethics for Public Officers and Employees" of the State of Florida, and the Escambia County Code of Ethics. In addition:
 - 1. To avoid the appearance of impropriety, bias, or prejudice, no member of the MSPB shall:
 - a. Preside, act, serve, deliberate, or vote in any case or proceeding in which the member has a financial interest;
 - b. Preside, act, serve, deliberate, or vote in any case or matter when the member has a family member that has a direct interest in the result of the case or matter;
 - c. Preside, act, serve, deliberate, or vote in any case or matter when the member has a family member who is employed by Escambia County in the participating appointing authority's department that is involved in the case or matter.
 - 2. A MSPB member, who has a relationship or interest in such case or matter that prohibits the member from sitting on such case or matter, should disqualify himself or herself and file a voting conflict memorandum pursuant to state law. If the member does not do so, any person appearing before the MSPB may object to a member participating in the case or matter.
 - 3. If any subject-conflicted MSPB member does not disqualify himself or herself after such an objection is made, the MSPB, excluding the challenged member, will determine whether the member shall participate.

(Ord. No. 2005-38, § 2, 8-18-2005; Ord. No. 2012-11, § 1, 4-17-2012)

Sec. 2-206. - Interim executive director, board secretary, and board attorney.

- (a) Offices created. There are hereby created the offices of executive director, board secretary, and board attorney of the merit system protection board, all of whom shall serve at the pleasure of the MSPB.
- (b) *Interim appointments*. As of October 1, 2005, the board of county commissioners shall make such interim appointments to these offices at it deems necessary and appropriate to conduct the affairs of the board. Such interim appointments shall be subject to MSPB approval and shall be for a period of time not to exceed 120 days.
- (c) The executive director shall:
 - 1. Attend the meetings of the merit system protection board, be responsible for the operations and administration for the MSPB, record the official actions of the MSPB, supervise the MSPB's secretary, publish MSPB agendas, provide public notices as required by law, and establish and develop the MSPB web site.

- 2. Provide information regarding the appeals process to department directors, appointing authorities, attorneys, and employees whenever necessary, or upon request by any of these parties.
- 3. Provide support, training, and information on conflict resolution to participating appointing authorities. Requests for assistance must be submitted by the respective human resources department point of contact in such organization.
- 4. Monitor the terms of appointments of the MSPB members and ensure that the MSPB secretary submits appropriate notices of term expiration to the participating appointing authorities and the employee committee chair.
- 5. Ensure timely response to public records requests.
- 6. Prepare annual reports on behalf of the MSPB, as directed by the MSPB, or other reports as directed by the MSPB.
- 7. Perform duties and responsibilities as assigned by the MSPB.

(d) The MSPB secretary shall:

- 1. Maintain all MSPB official records, including the merit system protection board rules and procedures, and all documents submitted to the MSPB for action at monthly meetings, appeals files, and minutes of all meetings and hearings.
- 2. Maintain time and attendance records for MSPB members and the MSPB attorney.
- 3. Submit appropriate notices of term expiration for the MSPB members to the participating appointing authorities and the employee committee chair.
- 4. Perform duties and responsibilities as assigned.
- (e) The attorney for the merit system protection board shall:
 - 1. Be a licensed member in good standing of the Florida Bar and a certified mediator in the State of Florida. Preference for employment will be given to attorneys certified by the Florida Bar in labor and employment law.
 - 2. Attend the meetings of the MSPB and act as legal counsel to the board in accordance with his or her one-year renewable contract with the board
 - 3. Attend appeals hearings and act as hearing officer for the board.
 - 4. Serve as mediator on employee disputes.
 - 5. Conduct informal voluntary mediation conferences in an effort to resolve appealable actions taken against classified employees by participating appointing authorities.
 - 6. Make evidentiary rulings and rulings on motions subject to being overruled by the board.
 - 7. Defend or prosecute all legal MSPB actions, including appeals to the circuit court and other courts, on behalf of the MSPB.
 - 8. Upon direction of the MSPB, subpoena witnesses and compel the production of documents, including, but not limited to, books, papers, audio/visual tapes, and computer-generated information, pertinent to any investigation or hearing authorized by MSPB rules and procedures.

Sec. 2-207. - Selection and terms of board members.

- (a) *Selection of board members*. The merit system protection board will be composed of five members. The members shall be selected as follows: one by the board of county commissioners, one by the sheriff, one by the board of county commissioners employees, and one by the sheriff's department employees. These four members shall select the fifth member. Employee representatives will be selected and designated by procedures set forth by each participating appointing authority.
- (b) *Additional board appointments*. The merit system protection board membership may be increased from time-to-time by the addition of other appointing authorities from within the Escambia County government. Such additional appointing authorities' applications may be approved by a majority vote of the MSPB board members. Any newly-approved appointing authority and its employees shall be represented as provided in this section.
- (c) *Qualifications of board members*. No person shall be appointed to merit system protection board as a member who:
 - 1) Has not been a resident of Escambia County for two or more years preceding appointment to the MSPB.
 - 2) Is holding an elective or appointive office in federal, state, county, or municipal government provided that prior appointment as a member of the MSPB shall not disqualify a person from being reappointed hereto.
 - 3) Held political office in, or was a salaried or hourly employee of Escambia County during the 12 months preceding appointment to the MSPB.
 - 4) Is a member of the immediate family of a current employee or elected official of Escambia County.
 - 5) Is a current officer of any union representing employees of Escambia County.
 - 6) Is working for any vendor who has a current contractual agreement with any participating appointing authority.
 - 7) Has been convicted of, or has had adjudication withheld of, a felony or any crime involving moral turpitude.

Qualifications must be maintained throughout the member's tenure or the member must resign his position on the MSPB.

- (d) *Terms of appointments*; vacancies. The initial members of the merit system protection board shall serve staggered terms beginning on October 1, 2005.
 - 1) The length of the terms of the initial members of the MSPB shall be as follows: two members selected by the employees' groups shall serve three-year terms; two members selected by the board of county commissioners and the sheriff shall serve two-years, terms; the fifth member selected by the other four members shall serve a three-year term. Thereafter, members may be reappointed for two-year terms beginning on October 1 of each year.

- 2) No member shall serve more than two consecutive two-year extensions. The maximum lifetime term of appointment will be ten years.
- 3) The MSPB secretary shall submit appropriate notices of term expiration for the MSPB members to the participating appointing authorities or the employee committee chair within 120 days prior to the expiration of the member's appointment.
- 4) A member shall be reappointed within 90 days prior to the expiration of the member's appointment. If the participating appointing authority chooses not to reappoint the member, the appointing authority shall appoint a new member within 90 days prior to expiration of the current member's term.
- 5) A vacancy in board membership caused by a member's death, resignation, disqualification, or other condition shall be filled for the remaining time of the original appointment in accordance with the participating appointing authorities' procedures for filling original appointments.
- (e) Chairperson and vice-chairperson. At its initial meeting, and annually thereafter on or about October 1, the merit system protection board shall elect one member as chairperson and another as vice-chairperson. In October of each year thereafter, the MSPB shall consider electing new officers.
 - 1) The chairperson shall preside over hearings and meetings of the MSPB. In the absence of the chairperson, the vice-chairperson shall assume the duties of the chairperson until a successor has been elected by the MSPB. In the event of death or resignation from the MSPB by the chairperson or vice-chairperson, the MSPB shall not fill such vacancy until a new member has been appointed to the MSPB by the appointing authority or the employees of the appointing authority.
 - 2) If the MSPB member serving in the capacity of chairperson or vice-chairperson resigns from that office but remains on the MSPB, an election to fill such vacancy shall be held at the next monthly meeting following such resignation.
- (f) Compensation of board members. The MSPB members shall serve on a voluntary basis and shall not be financially compensated for their service.
- (g) Removal of board members. No members of merit system protection board may be removed except for cause from office prior to a term's expiration.
 - 1) Unless reappointed, all members shall be deemed removed from the board upon expiration of their term. The participating appointing authority may remove its own current representative.
 - 2) Likewise, an employee representative may be removed as established by procedures set forth by the participating appointing authority.
 - 3) The at-large member may only be selected and removed by simple majority vote of the MSPB.
- (h) Attendance. Any member of the merit system protection board shall be removed and replaced after being absent from more than three unexcused meetings during any calendar year. The MSPB shall determine whether any member's absence is unexcused.
- (i) Quorum. A simple majority of the merit system protection board members shall constitute a quorum for the conduct of business.

- (j) Parliamentary procedure. Meetings of the merit system protection board shall be governed by the most recent edition of Robert's Rules of Order Newly Revised in cases to which they are applicable, and in which they are not inconsistent with this division or any rules of order enacted by the merit system protection board
- (k) *Voting*. There shall be no voting abstentions, and all merit system protection board members present must vote on every issue unless exempted by state law. Decisions shall be made by simple majority vote of those present.
- (l) Meetings. The MSPB shall conduct its meetings in accordance with this division and state law.
 - 1) The merit system protection board shall meet a minimum of once per month on the second and/or fourth Tuesday of each month.
 - 2) Special meetings may be called, when considered necessary by the chairman or by a majority of the MSPB, provided due notice of such meetings, including time, place and the specific purpose for which such meetings are called, is given to each MSPB member and the public as provided by state law. The business of any special meeting is limited to the specific matters mentioned in the call.
 - 3) The merit system protection board meetings shall be governed by F.S. § 286.011, the Government in the Sunshine Law, and F.S. ch. 119, the Public Records Act.

(Ord. No. 2005-38, § 4, 8-18-2005; Ord. No. 2008-51, § 1, 9-18-2008; Ord. No. 2012-11, § 3, 4-17-2012)

Sec. 2-208. - Board facilities.

It shall be the duty of all county officers having charge of public buildings of the county to allow the reasonable use of such facilities by the merit system protection board for the performance of its duties and in all proper ways to facilitate its work.

(Ord. No. 2005-38, § 5, 8-18-2005)

Sec. 2-209. - Board funding.

The MSPB shall annually prepare a budget which it shall submit for consideration and approval by the board of county commissioners no later than March 31 of each year. The board of county commissioners shall perform pursuant to state law such audits and investigations of the spending and use of MSPB funds as it deems necessary and proper. Any participating appointing authority utilizing the MSPB through an interlocal agreement with the board of county commissioners shall pay its proportionate share of the MSPB budget based upon the prorated number of funded, regular full-time and part-time, classified employee positions in that agency.

(Ord. No. 2005-38, § 6, 8-18-2005)

Sec. 2-210. - Appeals.

Decisions of the MSPB shall be binding on the parties. Any aggrieved party, including an appointing authority, may appeal a final administrative order of the MSPB. Review of MSPB action shall be by petition for writ of certiorari to the Circuit Court of Escambia County, Florida. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the MSPB. An appeal shall be filed within 30 days of the entry of the order by the MSPB to be appealed. The order shall be considered as entered upon its execution by the chairman or vice chairman.

(Ord. No. 2005-38, § 7, 8-18-2005)



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17688 County Administrator's Report 8. 1.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

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 April 2, 2020, 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 Agreements between Escambia County CRA and Inez Robinson, Gwendolyn Robinson, Francisca Marshall, and Tonya Mitchell, as Joint Tenants with Right of Survivorship, owners of residential property located at 2403 North Baylen Street, Palafox Redevelopment District, each in the amount of \$3,939, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, total electrical rewiring upgrade; 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 provided.

On April 2, 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: Inez Robinson, Gwendolyn Robinson, Francisca Marshall, and Tonya Mitchell, as Joint Tenants with Right of Survivorship Palafox TIF, Cost Center 370115, in the amount of \$3,939.

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 2403 North Baylen Street April2020

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of April 2020, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Inex Robinson, Gwendolyn Robinson, Francisca Marshall, and Tonya Mitchell, as Joint Tenants with Right of Survivorship (the "Recipient(s)"), owners of residential property located at 2403 North Baylen Street, Pensacola, Florida, 32501.

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 Recipients have 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 Recipients.

- **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(s) a matching Grant in the maximum amount of \$3,939, which, together with any matching funds provided by the Recipient(s), shall be expended solely for the construction and completion of the Project described in EXHIBIT I, which is hereby fully incorporated into this agreement. The Recipients hereby consent to payment of said funds in full to Inez Robinson, as joint owner of said property, on behalf of the Recipients.
- 3. <u>In-Kind Match:</u> The Recipient(s) shall provide matching funds in the total amount of **\$3,939**, which shall be comprised of a cash contribution of **\$3,939**.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient(s) 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 Recipients receive written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>2nd</u> day of <u>April</u> <u>2020</u>, and the Project shall be complete on or before the <u>2nd</u> day of <u>July 2020</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipients 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. <u>Applicable Laws:</u> The Recipients must comply with all applicable federal, state, and local laws, and shall, at their 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. <u>Indemnification:</u> The Recipients 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. <u>Termination:</u> 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 Recipients 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. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipients have breached any term or provision of the Agreement, the CRA shall provide the Recipients with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipients fail to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipients' receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipients a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipients shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
- 11. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipients are independent contractors and not employees or agents of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the Project 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 Recipients for preapproved eligible Project costs that are incurred during the course of the Project. The Recipients accept sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipients authorizing delivery of the goods, services, or equipment. The Recipients 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 Program funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipients. The CRA shall not be obligated to disburse Program funds until the Recipients submit 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 Recipients shall provide the CRA with the names and signatures of all persons designated by Recipients to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Program funds to persons not previously designated by the Recipients.

- 14. <u>Maintenance of Records:</u> The Recipients shall maintain written records and accounts documenting all expenditures related to the Project. The Recipients 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 Recipients acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipients fail to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipients shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> 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. <u>Amendments:</u> 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:
 Megan Polk, Development Program Manager

Megan Polk, Development Program Manager Neighborhood & Human Services Department Community Redevelopment Agency 221 Palafox Place Pensacola, Florida 32502

Recipient(s):

Inez Robinson, 2403 North Baylen Street, Pensacola, Florida 32501 Gwendolyn Robinson, 110 Fulton Avenue, Pensacola, Florida 32503 Francisca Marshall, 9785 Quencia Court, Las Vegas, Nevada 89149 Tonya Mitchell, 5216 Neil Drive, Saint Petersburg, Florida 333714

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipients 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. <u>Governing Law.</u> 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. <u>Severability</u>. 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. <u>Headings</u>. 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. <u>Authority</u>. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

For:

Board of County Commissioners of

Escambia County

Inez Robinson, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this <u>5</u> day of <u>nwr</u>, 2020, by **Inez Robinson**. She (x) is personally known to me, or (_) has produced current ______ as identification.

(Notary Seal)

CHRISTINA LEIGH SMITH Commission # GG 944956

Expires January 7, 2024 Bonded Thru Troy Fain Insurance 600-385-7019 Signature of Notary Public

Printed Name of Notary Public

The foregoing instrument was acknown or online notarization, this _5_ day of personally known to me, or (_) has produced as identification.	viedged before me, by means of physical presence \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
(Notary Seal)	Signature of Notary Public
CHRISTINA LEIGH SMITH Commission # GG 944956 Expires January 7, 2024 Bonded Thro Troy Felo insurance 800-365-7019	Printed Name of Notary Public

Francisca Marshall, Property Owner

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this $\underline{U^M}$ day of \underline{May} , 2020, by Francisca Marshall. She () is personally known to me, or (X) has produced current $\underline{N4Nada}$ \underline{Driver} \underline{Cicnse} as identification.

(Notary Seal)

ARACELIS M. NUNEZ
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 01-25-2023
Certificate No: 19-1780-1

Signature of Notary Public

Aracelis M. Nurue 7
Printed Name of Notary Public

Tonya Mitchell, Property Owner

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4th day of March 2020, by Tonya Mitchell. She () is personally known to me, or () has produced current 4 ivers License as identification.

For Recipient(s):

(Notary Seal)

DONNA CROSBY
Notary Public, State of Florida
My Comm. Expires Feb. 05, 2021
No. GG 69434

na Crosby

Printed Name of Nótary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): <u>Inez Robinson, Gwendolyn Robinson, Francisca Marshall, and Tonya</u>

Mitchell as Joint Tenants with Right of Survivorship

Property Address: 2403 North Baylen Street, Pensacola, Florida 32501

The "Project" includes the following improvement to the above referenced property:

Total Electrical Rewiring Upgrade

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Recipient's Name(s)
Inez Robinson,
A Single Woman;
Gwendolyn Robinson,
A Single Woman;
Francisca Marshall,
A Married Woman;
Tonya Mitchell,
A Single Woman

Address of Property
2403 North Baylen Street
Pensacola, Florida 32501

Property Reference No. 00-0S-00-9010-022-143

Total Amount of Lien

\$3,939

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.

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Inez Robinson, Gwendolyn Robinson, Francisca Marshall, and Tonya

Mitchell as Joint Tenants with Right of Survivorship

Property Address: 2403 North Baylen Street, Pensacola, Florida 32501

The "Project" includes the following improvement to the above referenced property:

Total Electrical Rewiring Upgrade

Inez Robinson, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _______ day of ______ as identification.

(Notary Seal)

CHRISTINA LEIGH SMITH
Commission # GG 944956
Expires January 7, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

Signature of Notary Public

Printed Name of Notary Public

Gwendolyn Robinson, Property Owner

The foregoing instrument was acknown or online notarization, this _5_ day or personally known to me, or (_) has produced as identification.	owledged before me, by means of physical presence f Marc, 2020, by Gwendolyn Robinson. She () is d current
(Notary Seal)	Signature of Notary Public
CHRISTINA LEIGH SMITH Commission # GG 944956 Expires January 7, 2024 Ronded Thru Troy Fain Insurance 800-385-7019	Christing Smith Printed Name of Notary Public

CHRISTINA LEIGH SMITH
Commission # GG 944956
Expires January 7, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

12

Francisca Marshall, Property/Owner

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4 day of 141, 2020, by Francisca Marshall. She () is personally known to me, or () has produced current 121000 Driver ucnse

(Notary Seal)

ARACELIS M. NUNEZ NOTARY PUBLIC STATE OF NEVADA My Commission Expires: 01-25-2023 Certificate No: 19-1780-1 Signature of Notary Public

Printed Name of Notary Public

	Ton	h MW	chell
	Tonya Mitchell		
The ferencine instrument was asknown	wlodged hefore me	hy means of	nhveical nm

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4th day of Nacl 2020, by Tonya Mitchell. She (_) is personally known to me, or (_) has produced current 4 ivers License as identification.

(Notary Seal)

DONNA CROSBY Notary Public, State of Florida My Comm. Expires Feb. 05, 2021 No. GG 69434 Signature of Notary Public

Printed Name of Notary Public

		Ву: _	Steven Barry, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
			BCC Approved:
Ву:	uty Clerk		Approved as to form and legal
	(SEAL)		By/Title: HUALSACA Date: 3/2/20

This instrument prepared by:
Megan Polk, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

For:

Board of County Commissioners of Escambia County

15



Total Electrical Rewiring Upgrade

2403 North Baylen Street

Inez Robinson,

Gwendolyn Robinson,

Francisca Marshall and

Tonya Mitchell



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17633 County Administrator's Report 8. 2.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Approval to Issue Fiscal Year 2020 Purchase Order in Excess of

\$25,000 to Chavers Construction, Inc.

From: CLARA LONG, Acting Director Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Fiscal Year 2020 Purchase Order, in Excess of \$25,000, to Chavers Construction, Inc. - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the sidewalk and drainage projects located in the Englewood and Brownsville Redevelopment Areas:

A. Approve the Avery Street Sidewalk & Drainage Projects, in the amount of \$193,801.02, including, but not limited to the following: mobilization, clearing and grubbing, earthwork excavation, storm sewer removal and replacement, utility relocation, lateral pavement patch, installation of approximately 1600 linear feet of sidewalk, reconstruction of roadside ditch, connection of existing pond drop structure and wall repair; and

B. Approve and authorize the County Administrator to sign the Purchase Order to Chavers Construction, Inc., in excess of \$25,000, and any other related documents necessary to implement the Avery Street Sidewalk and Drainage Projects.

Project located in District 3

[Funding Source: Fund 352, LOST III, Cost Center 220102, Project#20NE4253, CRA Capital Projects, CRA Brownsville and Englewood]

BACKGROUND:

The issuance of a Purchase Order will provide connectivity and complete street accessibility with minor drainage improvements for the Brownsville and Englewood Redevelopment Area communities. Funds have been budgeted in this Fiscal Year 2020. These additional sidewalk amenities, along with streetlights, would enhance the safety and walkability for the citizens funded through the LOST III CRA Capital Projects.

On December 5, 2019, the Board approved to reallocate Capital Improvement Program Funds - LOST III to support improvements in the CRA communities with sidewalks, gateway beautification, and sewer improvements.

BUDGETARY IMPACT:

Funds are available in Fund 352, LOST III, CRA CIP, Cost Center 220102, Project #20NE4253.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this Recommendation.

PERSONNEL:

No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, CRA staff will coordinate with Office of Purchase to transmit a Purchase Order to implement sidewalk and drainage projects.

Attachments

AVERYSTSidewalk DrainageProj April2020

Escambia County Public Works Department Engineering Division 3363 W. Park Place Pensacola, Florida 32505

c	APITAL IMPROVEMENT PROJECTS - REQUEST FO	DR FUNDS (RFF)	
Project Name: Avery Street S Project ID: ENG 2019	Sidewalks and Drainage Project		1
Location: Avery Street I	East from W Street to Gary Circle		
Project Manager: Thomas TJ W Date: 12/13/2019	filliams		
This section to be completed by Project Manag	ers:		-
frainage project. Elements of this pro earthwork excavation, storm sewer re approximately 1600 lineal feet of side	DESCRIPTION OF REQUEST In Inc. to perform the construction activities a oject include but are not limited to the followernoval and replacement, utility relocation, lewalk, reconstruction of roadside ditch, conproject are 150 days. Total funds requested	ving; mobilization, clearing an ateral pavement patch, install nection to existing pond drop	d grubbing, ation of structure and wall
Attached backup documentation KFF/NTP Start Date Time shall be increased/decreased by	page (s). NTP or Upon Issuance of Notice to I calendar days. NTP+150 Completion date	Proceed	Required
Balance of CIP Project			
Funds for Original Construction Contract Funds for Construction CO# Contract PD 16-17.081. 30	Contractor Chavers Construction		\$ 193,801.02
Funds for Original Task Order Funds for Addendum # Fask Order PD	Consultant		
Funds for Original Work Order Funds for Change Order# Contract PD			
Funds for Contingency	Consultant		
Funds for Permit Fees	Agency		
Funds for Land Purchases	Owner		
Funds for Title Work Contract PD	Contractor Contractor		
Funds for			
New Balance of CIP Project		\$ -	\$ (193,801.02)
PM:_	Digitally signed by Thomas Williams Date: 2020.01.02 11:28:27 -06'00'		

Accountant:

County Engineer:

Escambia County Public Works Department Engineering Division 3363 W. Park Place Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

1.)	Date: 12/13/2019
2.)	Project name: Avery Street Sidewalks and Drainage Project
3.)	Contract No: 16-17.081 3O
4.)	Description of Services to be Performed: This RFF is for Chavers Construction Inc. to perform the construction activities associated with the Avery Street sidewalks and drainage project. Elements of this project include but are not limited to the following; mobilization, clearing and grubbing, earthwork excavation, storm sewer removal and replacement, utility relocation, lateral pavement patch, installation of approximately 1600 lineal feet of sidewalk, reconstruction of roadside ditch, connection to existing pond drop structure and wall repair. Total days requested for this project are 150 days. Total funds requested are \$193,801.02. This project is CRA funded.
5.)	Negotiated Cost of Construction: \$ (193,801.02)
6.)	Location Work is to be Performed: Avery Street East from W Street to Gary Circle.
7.)	Period of Time Services are to be Accomplished: Starting Date of Work: NTP or Upon Issuance of Notice to Proceed Days to Complete 150 Completion Date of Work NTP+150
	ule for Work Requested and Received Date: 17/13/2619
Work	Order Approved
Divisio	n Chief
DIVISIO	TI OTHER
1	ated Work Order Accepted Date: 12/13/2019
0	
Work (Order Compl <mark>e</mark> ted
Contra	ctor Representative
Joinna	otor representative

		PD16-17.081 General Paving and Drainage Pricing Agreement			B&WU	tilities Inc.	Chavers Co	instruction, Inc.	J	Miller	Roads	Inc. of NWF	Site and	Utility, LLC
	ction Category	Valid From December 1, 2019 to September 30, 2020			1	Cintres are.	- Cimreia C	niad delion, inc.	-	. annual .	noaus,	inc. or aver	Site aix	Totality, LLC
Section	Category	Sub-Category Sub-Category	Quantity	Units	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Co
02100	-00100	Mobilization								2.11.0001		Extoost		Exio
02100	00101	Mobilization, 0 - 15 Miles	1	EA	\$2,000,00	\$2,000.00	\$2,500.00	\$2,500,00	\$2,300.00	\$2,300.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000
03100	00101	Clearing and Grubbing, per County Specifications 2230	0.8	ACRE	\$5,500.00	\$4,400.00	\$5,700.00	\$4,560.00	\$5,800.00	\$4,640.00		\$4,000.00	\$6,000.00	\$4.800
03100	00113	Replace Standard Mailbox with approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	3	EA	\$300.00	\$900.00	\$275.00	\$825.00	\$300.00	\$900.00	\$250.00	\$750.00	\$300.00	\$900
	- 00101	Earthwork Excavation by machine	1500	CY	\$5.50	\$8,250.00	\$6.00	\$9,000.00	\$6.00	\$9,000.00	\$250.00	\$7.500.00		
	00104	Earthwork Borrow (Fill), FDOT Specification 120-2.2.2	1500	CY	\$12.50	\$18,750.00	\$12.75	\$19,125.00	\$12.50		300000		\$6.00	\$9,000
	- 00106	Earthwork Establishing Grade, County Specs 2300	3800	SY	\$12.50	\$7,030.00	\$1.90	\$7,220.00	\$2.00	\$18,750.00 \$7,600.00	\$11.50 \$1.45	\$17,250.00 \$5,510.00	\$9.00	\$13,500
	-00108	Remove and Replace Unsuitable Materials	300	CY	\$15.00	\$4,500.00	\$14.55	\$4,385.00	\$15.00	\$4,500.00	\$1.45		\$1.50	\$5,70
	- 00102	Lateral pavement patch as per County Detail (6" GAB)	20	SY	\$45.00	\$900.00	\$14.50	\$959.00	\$15.00	\$940.00		\$3,900.00	\$15.00	\$4,500
	- 00106	Remove Existing Asphalt, 3" Average Depth	200	SY	\$2.75	\$550.00	\$3.73	\$746.00	\$3.80	\$760.00		\$670.00	\$45.00	\$900
	- 00108	Saw cut Existing Asphalt	1800	LF	\$2.70	\$3,960.00	\$2.00	\$3,600.00	7.0,00		\$2.00	\$400.00	\$3.00	\$600
	- 00101	Relocate Traffic Signs	10	EA	\$50.00	\$5,960.00	\$40.00	\$400.00	\$2,00 \$55,00	\$3,600.00	\$1.90	\$3,420.00	\$3.00	\$5,400
	-00104	6" Fiber Reinforced Concrete Driveway, over 30sy	350	SY	\$40.50	\$14,175.00	\$36.90			\$550.00	\$37.00	\$370.00	\$50.00	\$500
	- 00104	5' Fiber Reinforced Concrete Sidevialk, over 80tf	1600	LF	\$19.00	\$30,400.00	\$38.90	\$12,915.00 \$29.840.00	\$44.00	\$15,400.00	\$37.00	\$12,950.00	\$42.00	\$14,700
	- 00107	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	4	EA	\$800.00	\$3,200.00	A	34-54-351-5	\$19.00	\$30,400.00	\$18.95	\$30,320.00	\$18.50	\$29,600
	- 00404	Ditch Bottom Inlet Top with Double Traversable Slot, Type E	2	EA	\$800.00		\$750.00	\$3,000.00	\$900.00	\$3,600.00	\$750.00	\$3,000.00		\$3,200
	00703	4' X 4' Structure Bottom, FDOT India 200, 0-6' death			444444	\$1,600.00	\$2,600.00	\$5,200.00	\$1,634.00	\$3,268.00	\$2,500.00	\$5,000.00	\$2,700.00	\$5,400
	00904	Reconstruct Inlet Wall	2	EA	\$1,800.00	\$3,600.00	\$2,000.00	\$4,000.00	\$2,032.00	\$4,064.00	\$1,802.00	\$3,604.00	\$2,000.00	\$4,000
	00912	Tie to Existing Inlets, Pipe, Manhole	6	SF	\$1,000.00	\$6,000.00	\$7.50	\$45.00	\$75.00	\$450.00	\$1,000.00	\$6,000.00	\$25.00	\$150
	00609		1	EA	\$1,200.00	\$1,200.00	\$950.00	\$950.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$600.00	\$60
	00102	36" RCP Pipe, 0'-6" depth	110	LF	\$72.50	\$7,975.00	\$74.95	\$8,244.50	\$81.00	\$8,910.00	\$72.00	\$7,920.00	\$76.00	\$8,360
	00102	Pipe Removal, 6"-24" 4" PVC Waterline, 0"-6" depth	110	LF	\$13.80	\$1,518.00	\$17.90	\$1,969.00	\$18.00	\$1,980.00	\$15.00	\$1,650.00	\$10.00	\$1,100
			50	LF	\$9.00	\$450.00	\$11.05	\$552.50	\$12.00	\$600.00	\$11.00	\$550.00	\$9.00	\$450
	00105	8" PVC Waterline, 0'-6' depth	50	LF	\$15.20	\$760.00	\$16.05	\$802.50	\$20.00	\$1,000.00	\$15.40	\$770.00	\$15.00	\$750
	00105	8" Ductile Iron Transition Fitting	2	EA	\$480.00	\$960.00	\$1,000.00	\$2,000.00	\$685.00	\$1,370.00	\$990.00	\$1,980.00	\$650.00	\$1,300
	00109	4" Elbow, 22.5", 45", 90"	4	EA	\$240.00	\$960.00	\$325.00	\$1,300.00	\$287,00	\$1,148.00	\$275.00	\$1,100.00	\$275.00	\$1,100
	00111	8° Elbow, 22.5°, 45°, 90°	4	EA	\$325.00	\$1,300.00	\$450.00	\$1,800.00	\$434.00	\$1,736.00	\$330.00	\$1,320.00	\$275.00	\$1,100
	00116	4" Insert-A-Valve	2	EA	\$6,500.00	\$13,000.00	\$6,600.00	\$13,200.00	\$6,542.00	\$13,084.00	\$6,490.00	\$12,980.00	\$6,500.00	\$13,000
11300	00118	8" Insert-A-Valve	2	EA	\$10,500.00	\$21,000.00	\$10,000.00	\$20,000.00	\$10,538.00	\$21,076.00	\$9,350.00	\$18,700.00	\$12,000.00	\$24,000
	00101	Adjust Water Meter, includes all appurtenances for adjustment to final grade	5	EA	\$315.00	\$1,575.00	\$300.00	\$1,500.00	\$350.00	\$1,750.00	\$325.00	\$1,625.00	\$350.00	\$1,750
	00104	Relocate Water Valve	7	EA	\$750.00	\$5,250.00	\$700.00	\$4,900.00	\$650.00	\$4,550.00	\$750.00	\$5,250.00	\$750.00	\$5,250
	00106	Re-connect Fire Hydrant	2	EA	\$1,500.00	\$3,000.00	\$1,750.00	\$3,500.00	\$2,100.00	\$4,200.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000
	00101	Centipede Sod, Staked	3500	SY	\$3.00	\$10,500.00	\$2.25	\$7,875.00	\$3.25	\$11,375.00	\$2.30	\$8,050.00	\$3.50	\$12,250
_	00101	Silt Fence Type III	1800	LF	\$2.00	\$3,600.00	\$1.25	\$2,250.00	\$2.00	\$3,600.00	\$2.10	\$3,780.00	\$2.20	\$3,960
13300	00107	Synthetic Erosion Control Waddles	150	LF	\$20.00	\$3,000.00	\$4.25	\$637.50	\$7.00	\$1,050.00	\$9.00	\$1,350.00	\$10.00	\$1.500
13300	00108	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	1	EA	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,250.00	\$1,250.00	\$1,400.00	\$1,400.00	\$1,250.00	\$1,250
13300-	00111	NPDES Construction General Permit, NOI, and NOT (including SWPPP and monitoring), for use only with disturbed areas over 1.0 acre	1	EA	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$2,500,00	\$2,500,00				
13400-	00103	Project Mowing, Maintenance, Litter Control, etc.	0.8	AC	\$95.00	\$76.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500
17100-	00104	Subsurface Utility Exploration (Post Hole Diggers Only), per hole	24	EA	\$75.00	\$1,800.00	\$250.00	\$6,000.00	\$100.00	\$2,400.00	\$100.00	\$80.00	\$300.00	\$240
	V		Sub Totals		\$15.50	\$190,139.00	9250.00	\$188,501.00	\$100.00		\$300.00	\$7,200.00	\$100.00	\$2,400
07900-	00100	MOT Based on section 07900-00100 and sub total of project	Jud Totals		-	\$6,000.00		-		\$195,781.00		\$186,949.00		\$189,710
01100-	00100	Performance and Payment Bond (Required for projects over \$25,000,00)				\$3,677.61		\$1,500.00		\$5,000.00		\$5,500.00		\$5,500
			Grand Total			\$199,816,61		\$3,800.02 \$193,801.02		\$4,015.62		\$2,020.71		\$4,880
		Balance of Line (may not exceed 25% of total cost)		Units		\$199,616,61		\$193,801.02		\$204,796.62		\$194,469.71		\$200,090
						\$0.00		\$0.00	A. J. Carlotte	\$0.00		\$0.00		\$0
		Balance of Line Total				\$0.00		\$0.00		\$0.00		\$0.00		\$0.
		Additional Performance and Payment Bond				\$0.00		\$0.00		\$0.00		\$0.00		\$0.
		Revised Grand Total with BOL				\$199.816.61		\$193.801.02		\$204,796.62		\$194,469,71		\$200,090

	PD15-17.001 General Pening and Drainage Printing Agreement			Allessen C	enstruction es LLC.	BEST CRITICAL DIS.		Charges Cor	astruction, inc.	Guil Atlantic I	Constructors.	Gulf Hartre Co.	enstruction,		Brothers	41		Mideral	Pering	Panhanda Grading & Pasing, Inc.		Principle Properties Inc.		****		Street	Union LLC	United Se	reces Co. In
	Valid From December 1, 2019 to September 31, 2019								-									_	-								_		
Section Category	But-Category	Quantity	Limite	Unit Price	Ed Cod	Und Price	Est Cost	Gred Price	Est Cost	Und Price	Ant Cont	Unit Price	Est Cost	Und Price	But Cont	Unit Price	But Cost	Unit Price	Est Cost U	of Price	But Cost	Lind Prine	But Court	Unit Price	Bot Cost	Link Price	Bet Cod	Unit Price	84
#2194-Jan196	Mahilistina	1000	_	1		_		_	22,112	-	20.000								20,010,0					-		-			
	Modelpation, 8 - 15 Mars	Mary Committee	EA	\$2,500,000	\$2,500,00	\$2,000,000	\$2,000,00	92 856 DE	\$2,500,00	\$2,100,00	\$2,106,00	87 844 AU	\$2,500,00	\$4,000,00	\$4,000,00	47 NO. 10	\$7,300,00	#7 500 tol	\$2.500.000	#1 #30 M	\$2,400,00	\$2,000,000	#1 AND 81	\$1,600,000	\$1,600,000	#1 mm m	\$1,000,00		10.7
	Cearing and Grustong, per County Specifications 2200	0.0	ACRE	\$4,500,00	\$5,200.00		\$4,400,00		\$4,540,00			\$7,500,00		\$10,000,00	\$8,000,00		H 540 00	\$8,500,00	\$7,600,000		\$4,000,00	\$7,500,000		\$5,000.00	\$4,000,00			\$4,000.00	
	Replace Standard Malbox with approved Heavy Duly Playing Malbox of Rear	1000	Prices.	Pr. 1004 500	\$0.200.00	B. 300 (0)	print w	\$0,799.00	P.191.00	Market and	PK.720-90	B-,000-00	30 ,000 00	\$14,000.00	#.000 W	PR.200.00	P. 544 100	#8,000 and	B7 800 000	PL 200.00	M.200.00	\$1,000,000	\$4,000,00	\$5,000,00	A 100 100	\$6,000.00	M.800.20	\$4,000.00	- 24.5
83100-00113	Door and Post.		EA	\$450.00	\$1,650.00	\$100.00	\$800.00	\$275.00	\$829.00	\$420.00	\$1,240.00	\$366.00	\$1,050,00	\$800.00	\$2,400.00	\$100.00	\$900.00	\$375.00	\$1,125.00	\$366.00	\$1,050,00	\$600.00	\$2,400.00	\$250.00	\$750.00	\$300.00	\$900.00	\$278.00	
\$4109-09101	Earthwork Excession by machine	1900	CV	\$4.60	\$10,200.00	\$8.00	\$4,250,00	\$4.00	\$8,000,00	\$6.80	\$4,750.00	\$7.50	\$11,250.00	\$9.00	\$13,500.00	\$4.00	\$9,000.00	\$8.50	\$12,710.00	\$4.90	\$7,360.00	\$8.50	\$8,250.00	\$6.00	\$7,500,00	\$4.50	\$9,000,00	\$4.00	\$12
94100-390194	Earthwork Borrow (FIE), FDOT Specification 129-2-2-2	1500	CA.	\$13.90	\$20,200.00	\$13.80	\$18,750,00	\$12.76	\$18,125.00	\$21.00	\$31,800.00	\$20.005	\$36,000,00	\$20.000	\$30,000,00	\$12.50	\$14,750.00	\$16.00	\$21,500,000	\$13.50	\$20,256.00	\$12.00	\$18,000,00	\$11,80	\$17,250.00	\$4.00	\$13,800.00	\$16.00	\$27
\$e100-00106	Earthwork Establishing Grade, County Spect 2000	3400	EY	62.31	\$6,550.00	\$1.60	\$7,550.50	\$1.80	\$7,225.00	\$2.40	\$4,120.00	\$3.50	\$13,300,00	\$7,601	\$26,600.00	\$2,00	\$7,600,000	\$5.00	\$11,496,000	\$2.16	\$4,175.00	\$2.00	\$7,800,00	\$1.45	\$6,519,00	\$1.60	\$6,700.00	\$1.00	\$11
94100-(0010B	Remove and Repairs Unsuitable Materials	300	CA	\$16.7%	\$5,025.00	\$15.00	\$4,500.00	\$14.50	\$4,345.00	\$12.40	\$4,526.00	\$25.00	\$7,500.00	\$29.50	\$8,400.00	\$16.50	\$4,500,00	\$10.00	\$8,000,00	\$14.50	\$4,950.00	\$14.000	\$4,200.00	\$15,00	\$3,900,000	\$15.00	\$4,500.00		
\$1404-WE152	Later of personnell point on per County Detail (8" GAR)	29	Ev.	\$44.00	\$1,300.00	\$45.00E	\$100.00	\$47.00	\$84.00	\$79.75	\$1,879,000	\$125.00	\$2,400,00	\$40.00	\$1,000,00	\$47.00	\$540.000	\$126.00	\$1,500,00	\$34.00	\$6.00,000	\$45.00	\$800.00		\$670.00		\$900,000		
01403-120124	Remove Cutting Australi, If Avenue Coath	204	54	\$4.07	\$814.00	82.75	\$460.00	\$3.79	\$746.00	\$4.30	\$906.00	\$4.00	\$800.00	\$7 am	\$1,600.00	\$3.60	\$750.00	\$3.76	\$754.00	\$2.00	\$400.00	\$4.00	\$400.00		\$400.00		3000.00		
25404-19210E	Saw nat Funding Asshall	1900	LF	\$2.7%	\$4,950,00	\$2.20	\$3,960,00	\$2.00	\$3,400,000		M 770 300		\$7,200.00	\$6.00	\$15,800.00	\$2.66	\$3,600,500	\$5.7%	34, 750, 200	\$2.00	\$3,400.00	\$3.00	\$5,400.00		\$3,420,00	\$3.00	\$0,400,00		
87400-00121	Paracete Traffic Signs	10	EA	\$43,000	\$430.00	\$64,00	\$000.00	\$40.00	\$400.00	\$39.40	\$354.00	\$75.000	\$750.00	\$40.00	\$400.00	\$65.00	\$100.00	\$60.00	\$100.00	\$64.00	\$004.00	\$40.00	\$400.00		\$279.00		\$600,00		
	S' Fiber Rainforced Concrete Orleaney, over 30ty	360	57	\$45.50	\$15,925,00	\$40.00	\$14,175.00		\$12.818.000	\$62.50	\$21,179.00		\$21,000.00	\$42.00	\$21,700,00	544.00	\$15,400,000	\$65.00	\$15.750.00		\$14,000,00	\$40.00	\$14,000.00		\$17 955 001				
04103-100104	If Fiber Reinforced Concrete Sidewalk, over 808	1400	1/	\$21.60	\$34,400.00	\$15.00	\$30,400.00	\$18.60	\$29,840,000	\$26.26	\$42,000,00		\$43,200.00	\$30.00	\$44,000.00	\$19.00	\$10,400,000	\$30.00	\$18,200.00							\$42.00	\$14,700.00		
04300-00107	Construct Curb Rama (Asserted Mat. Coor excluded: FDOT miss lide	1800		\$600.00	\$3,420.00	\$400.00		\$750.00			\$3,360,00		\$43,200.00	\$30.00							\$34,400.00	\$19.50	\$31,200.00		\$30,320.00	\$16.50	\$29,600.00		
	Otto Bottom Iraci Top with Double Trevenance Stat. Trop E		EA.	\$179.00	\$750.00		\$3,200.00		\$3,000,00	\$790.00					\$3,200.00	\$900,00	\$3,600,00		\$4,000.00	\$800.00	\$3,205.00	\$1,000.00	\$4,000.00		\$3,000.00	\$800.00		\$1,350.00	
	F.A.F. Structure Sedient. FDOT Index 200. In-E septi.	1	EA.	\$1,993,000		\$1,800,00	\$1,600.00	\$2,600.00		\$1,580.00		\$4,500,00	\$5,000.00	\$300.60	\$400.00		\$3,368.00		\$8,800.00		\$4.600.00			\$2,500.00		\$2,700.00		\$2,500.00	
										\$2,350.00		\$1,000.00	\$4,000.00	\$3,200.00	\$4,000.00			\$4,560.00	\$8,100.00		\$3,604.00	\$2,300.00		\$1,802,00	\$3,604,00		\$4,000.00	\$2,200.00	
	Reconstruct Intel Hell	(III) 4 (11)	· ·	\$1,247.00	\$7,402.00		\$4,000.00	\$7.50		\$1,660,00		\$2,100.00	\$12,600.90		\$1,200.00		\$450.00	\$3,500.00	\$21,000.00	\$1,040,00	\$6,340.00	\$2,800,00	\$14,900.00	\$1,000.00	\$4.000.00	\$25.00	\$150.00	\$100.00	
	Tie te Existing Iraes, Pipe, Manhaia	State of the same	EA	\$1,476.00	\$1,475.00		\$1,200.00			\$1,630.00		\$3.700.00		\$1,000.00		\$1,200.00	\$1,200.00		\$3,500.00		\$1,908.00	\$2,006.00	\$2,000.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,500.00	
	M* RCP Pipe, 8-6 dayin	110	U	\$79.15	\$8,266.00		\$7,975.00		\$8,244.50	\$81.90	\$9,009.00		\$15,490,00	\$190.00	\$11,000.00		\$6,910.000	\$123.05	\$13,536.50	\$34.00	\$10,346.00	841.00	\$7,190.00	\$72.00	\$7,920,000	\$74.00	\$6,360.00	\$60,00	
	Ppe funeral 6134*	110	U	314.76	\$1,823.60	\$13.60	\$1,516.00		\$1,965.00		\$1,279.90		\$4,900.00	\$22.00	\$2,420,00		\$1,980,00	\$25.40	\$2,794.00	\$12.00	\$1,320.00	\$20.00	\$2,200.00	\$15.00	\$1,610.000	\$10.00	\$1,100,00	No. Sec	
	e" PVC Waterline, II-6' depth	50 mg	U	\$10.40	\$529.00	\$8.00	\$456.00		\$602.000	\$10.26	\$612.80	\$14.00	\$800.00	\$24.00	\$1,400.00	\$12.90	\$400.00	\$21,50	\$1,275,240	\$11.00	\$0.00.00	\$4.00	\$450.00	\$11,000	\$110,00	\$4,000	\$410.00	\$13.50	-
	P PVC Materials (F-4 sept)	10	U	\$17.30	\$894.50	\$18.20	\$795.00		\$402.00	\$19.20	\$940.000	\$25.00	\$1,294.00	\$60.00	\$2,500,00	\$20.00	\$1,000,00	\$31.26	\$1,342.50	E25.00	\$1,000.00	\$25.00	\$1,259.00	\$15.40	\$779.00	\$15.00	\$794.00	\$20.00	
	If Ductile Iron Transition Fitting	Direction.	EA	\$195.00	\$790.00	\$460.00	\$960.00	\$1,090.00	\$2,000.bo	\$585.00	\$1,110.00	\$100.00	\$1,000,00	\$1,700.00	\$3,400.00		\$1,376,00	\$1,545.00	\$3,090.000	\$663.00	\$1,166.00	\$300.00	\$600.00	\$990.000	\$1,960,000	\$650.00		\$900.00	
	e' Elbow, 22.6', 46', 36'	1000	EA	\$259.75	\$1,039.00	\$240.00	\$196-0.00	\$329.00	\$1,300.00	\$242.00	\$960.00	\$350.00	\$1,400,00	\$500.00	\$2,000.00	\$217.00	\$1,148,00	\$521.25	\$1.284.00	\$371.00	\$1,484,000	\$160.00	\$640.00	\$275.000	\$1 100 001	\$275.00	\$1 104 00		
11309-00111	I* Ebox. 22.5', 40', 90'	EFFO.4.HTM.	EA	\$410.00	\$1,640.00	\$329.00	\$1,300.00	\$450.00	\$1,800,00	\$345.00	\$1,340.00	\$400.00	\$1,600,00	\$550 (00)	\$3,800,00	\$434.00	\$1,736.00	\$013.75	\$2,044,00	9636.00	\$2.544.00	\$165.00	\$740.00	\$330.00	\$1,325.00	\$275.00	\$1,100,00		-
	I' Pant A V Bre	100.1	EA.	\$5,894.00	\$11,768.00	\$4,506.00	\$13,000.00	96,600.00	\$13,200.00	\$4,720.00	\$13,440.00	\$4,500,00	\$13,000,00	\$4.000.00	\$10,000.00	\$6,642.00	\$13,084,000	\$10,750.00	\$25,500,00	\$7,021.00	\$14.047.00	\$4,500.00	\$13,000.00		\$12,990,000			\$4,200.00	\$12
11300-00118	8" Insert-A-Valve	1002	EA	\$4,676.00	\$19,342.00	\$15,506.00	\$21,000.00	\$10,000,00	\$29,000,00	\$11,290.00	\$22,540.00(\$13,000.005	\$24,000.00	\$7,000,000	\$14,000.00	\$10,636,00	\$21,076,00	\$12,575.00	\$25,156,000	\$9.863.00	\$19.726.000	\$10,500,00		\$9,350,000	\$16,700,000			\$7,600,00	
		III DESCRIPTION			SELECTION.		11.000	0.00010000								-		-	-	-	1						\$04,000,00		
	Adjust Water Mater, includes all appurlaments for adjustment to final grade		EA	\$763.00	\$1,315.00	\$215.00	\$1,575.00	\$300.00	\$1,500.00	\$290.00	\$1,490.00	\$800.00	\$4,500,00	No But	No But	\$360.50	\$1,710.00	\$542.80	\$2,912.50	\$371.00	\$1,866.00	\$500.00	\$2,500.00	\$325.00	\$1,625.00	\$164.00	\$1,750.00	No State	100
	Particula Water Valve	100	EA	\$301.54	\$2,322.80	\$790.00	\$4,290.00		\$4,900,000		\$3,225.00	\$416.00	\$4,354,00	\$1,000,000	\$7,000.00	\$450.00	\$4,300.00	\$1,196.00	\$4,544.00	\$4,036.00	\$28,194,00	\$006.00	\$3,500.00	\$794.00	\$8,250.00	\$754.80	\$1,250,00	\$706.00	-
	Re-conted Fire Hydron		EA.	\$1,791.00	\$3,502.00		\$3,000.00			\$1,680,00	\$5,340,00		\$4,300,00	\$2,500.00	\$6,200.00	\$2,190.00	\$4,200.00	\$1,850.00	\$1,306.00	\$1,272.00	\$7,544.00	\$1,500.00	\$3,000.00	\$1,506.00	\$3,000.00	\$1,500,000	\$3,006.00	\$1,000,00	- 62
12109-00101	Certipade Sod, Blated	3600	94	\$5.70	\$19,860.00	\$3.00	\$16,900,000	\$2.29	\$7,875.000	\$3.00	\$10,000,000	\$4.50	\$15,750,00	\$4.000	\$17,500.00	\$5.20	\$11,375,005	54.00	\$16,758,000	\$2.60	\$4,600,001	\$2.80	29.575.00	\$2.34	\$6,000,00	\$3.60	\$12,250.00	\$3.00	
13309-00101	Sill Fence Type II	1900	U	\$3.10	\$6,670.00	\$2.00	\$3,500.00		\$2,250.00	12.40	\$4,320.00t	\$4.00	\$7,296.00	\$4.00	\$7,200.00	\$2.56	\$3,800,000	\$7.50	\$13,500.00	\$2.24	\$4,000,000	\$3.50	\$6,300,00		\$1,790.00		\$3,990.00		
13309-00107	Dyntheta Erosion Currini Wekles	160	LF	\$7.50	\$1,125.00	\$26.00	\$3,000,00	\$4.25	\$637.60	\$7.50	\$1,125.00	\$10.00	\$1,500,00	\$15.00	\$2,250.00	\$7.00	\$1,000,000	\$6.26	9937 Apr	\$19.00	\$1,500.00	\$25.00	\$9.750.00		\$1,350,00		\$1,000,00		
13300-00108	Cifeblish, quertily, and submit an approved existen control plan prepared by a certified lectrokien.	9106231	12.0		5.53558		20000000	1000000	7.77						-							-		-	\$1,500.00	******	F1,000.00	-	-
13300-00108	rentified technicism. IMPOES Construction Centers FarmE NOX and NOT Including SIMPOF and	1	EA	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1.575.00	\$1,576.00	\$1,400,00	\$1,400.00	\$2,300.00	\$2,200.00	\$1,216.00	\$1,250.00	\$3,125.00	\$3,129.00	\$1,800,00	\$1,500.00	\$1,200.00	\$1,200.00	\$1,400,00	\$1,400,00	\$1,250.00	\$1,250.00	\$500.00	1
13300 00111	mondaring, for use only with disturbed eress over 1.0 acre	1/46	EA	\$1,000,00	\$1,500.00	\$600.00	\$500.00	\$1,500.00	\$1,000,00	\$1,840.00	\$1 840.00	******		** ***		2012		1000000		120123									
	Project Moving Maintenance Little Control etc.	1.0	40	\$7,750.00	\$2,200.00	\$85.00	\$76.00					\$1,300.00	\$1,500.00	94,000,00	\$4,000.00	\$2,606,00	\$2,500.00	\$3,125.00		\$3.000.00	\$3,000.00	\$3,500,00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$500.00	()
	Subsurface LRBy Exporation (Past Hore Diggers Only), gar hore								\$130.00	\$100.00	\$400,000		\$440.00		\$600.00		\$290.00	\$625.00		\$100.000	\$60.00	\$250.00	\$200.00	\$190.00	\$80.00	\$300.00	\$240.00	\$250.00	
transperse	substantia Usary Explanation (Plea Hella Utggart Unity), gar hola	34	EA	\$16.00	\$640.00	\$75.00		\$256.00	\$4,000.00	\$25.00	\$400.00		\$4,000,00	\$200.00	\$4,800.00	\$100.00	\$2,400,00	\$415.00	\$9,940.00	\$275.00	\$4,800.00	\$20.00	\$4.60.00	\$300.00	\$7,200.00	\$100.00	\$2,400.00	\$275.00	-
27904-700-0E	WOT femal or section CTHIS-20103 and sub-inits of system	Sub Totals		-	\$204,947.48	-	\$190,138.00		\$166,501.00		\$234,181.00		\$292,890.00		No Bid		\$195,761.00		\$234,167.00	-	233,745.00		E214,785.50		\$196,549.00		\$189,710.00		5 9
				\rightarrow	\$4,850.00		\$4,000.00		\$1,506.00		\$4,790.00		\$14,000.00		\$0.00		\$4,000,000		\$43,750.00		\$7,500.50		\$15,000 am		\$6,500,000		\$0,500,00		
21109-00106	Performance and Payment Bond (Required for projects over \$25,000.00				\$6,296.12		\$3,677.63		\$3,864.02		\$4,000.03		\$6,157.80		No Bull		\$4,015.62		\$4,000.00		\$2,760.84		\$229.788.00		\$2,020.71	$\overline{}$	\$4,890.70	-	4
		Grand Table			\$216,132.60		\$199,816.61		\$193,801.02		\$250,040 03		\$213,007.80		No Biol		\$204.794.62		\$977.516.96		De3 537 8e	_	\$459.570.00		\$154.465.71	-	\$200,090,250	_	
	Balance of Line (may not assured 25% of total seet)	ory.	Unite										100				-	-			-	-			a-,a-441./1	_	#444 Table Table	_	_
- 1		Edward Co.		17.00	\$0.00	-	\$0.00	-	\$0.000	-	\$4.000		\$0.00		\$0.00		30.00		\$0.00		\$1.00	_	\$0.00	_	8.00	$\overline{}$	\$0.00		_
	Balance of Line Total	6			\$0.05		90.00		\$0.00		\$0.00		\$0.00	_	\$0.00	_	\$0.00	_	\$0.00	_	\$0.00	-	\$0.00		80 M	_		_	-
	Additional Performance and Payment Bond				\$0.00		\$0.00	-	\$0.00	_	\$0.00		\$0.00	-	\$0.00	_	\$2.00	_	\$0.00	_		_				\rightarrow	\$0.00		-
	Revised Grand Total with BOL				\$216,132,60		\$100 P16 S1	-	\$100.001.02	_	\$256.060.03	_	\$313 077 AC	_		\rightarrow				_	\$0.00	_	\$0.00		\$0.00	_	\$0.00		
					1 AL SU	_	******	_	\$199,801.60		\$479.090 ES		\$313.627.80		No Bid		\$254,796.62		\$372,516.96		243,537.64		\$459,570.00		\$194,469.71		\$290,090,75		(447)24

Thomas J. Williams

From: Sent: Ryan Chavers < Ryan@chaversinc.com> Thursday, January 02, 2020 10:24 AM

To:

Thomas J. Williams

Cc:

brett@chaversinc.com; Ryan Chavers (sln.chaversinc@gmail.com); Thomas Dueling

Subject:

[EXTERNAL]Re: FW: ENG 2019 - 16-17.081.3O - Avery Street Sidewalks Project

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

We accept!

Thank you,

Ryan Chavers

On 12/31/2019 4:08 PM, Thomas J. Williams wrote:

From: Thomas J. Williams

Sent: Friday, December 13, 2019 12:39 PM

To: brett@chaversinc.com Ryan Chavers Ryan@chaversinc.com>

Cc: Robin F. Lambert R@myescambia.com

Subject: ENG 2019 - 16-17.081.30 - Avery Street Sidewalks Project

Brett/Ryan,

Thomas J. Williams

From: Thomas J. Williams

Sent: Friday, December 13, 2019 12:39 PM **To:** brett@chaversinc.com; Ryan Chavers

Cc: Robin F. Lambert

Subject: ENG 2019 - 16-17.081.3O - Avery Street Sidewalks Project

Attachments: lowest.pdf; 2019-08-31_100% Bid Set.pdf

Brett/Ryan,

Chavers Construction is the lowest bidder on the Avery Street Sidewalks project per the current General Paving and Drainage Pricing Agreement PD 16-17.081.2. Should Chavers accept the offer, the County would like to have the project be complete 150 days after your Notice to Proceed. Please let me know if Chavers would like to perform the services outlined in the attached GPAD. Thank you and I look forward to hearing from you soon.

PLEASE NOTE THE THERMOPLASTIC STRIPING SHOWN ON THE CONSTRUCTION PLANS ARE NOT INCLUDED IN THIS PROJECT. ALL STRIPING WILL BE DONE UNDER SEPARATE CONTRACT. PLEASE DO NOT REFERENCE THE OPINION OF PROBABLE COST OR SUMMARY OF PAY ITEMS ON THE CONSTRUCTION PLANS AS THEY INCLUDE STRIPING NOT IN THIS CONTRACT.

Thomas "TJ" Williams

ESCAMBIÁ COUNTY

Project Manager/Utility Coordinator Engineering Division 3363 West Park Place Pensacola, Florida 32505 O-850.595.3417 M-850.554.1967

DRAFT MINUTES - DECEMBER 5, 2019

COUNTY ADMINISTRATOR'S REPORT - Continued

II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

29. <u>Recommendation</u>: 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.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17701 County Administrator's Report 8. 3.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Contract Award for SHIP Housing Rehabilitation Services for 195

Pine Street

From: CLARA LONG, Acting Director Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for State Housing Initiatives

Partnership Housing Rehabilitation Services for 195 Pine Street - Clara Long, Interim

Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 195 Pine Street:

A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement between Escambia County, Florida; Design Homebuilders, Inc., Contractor; and Margaret A. Stallworth, Owner; per the terms and conditions of NED S-R-2020-6, NED SHIP Housing Repair for 195 Pine Street, for \$31,510; and

B. Authorize the issuance of a Purchase Order.

[Funding: Fund 120/2018 SHIP, Cost Center 370205 or 2019 SHIP, Cost Center 370206-\$30,000; and Fund 124/Affordable Housing, Cost Center 370290-\$1510]

BACKGROUND:

An Invitation to Bid for project NED S-R-2020-6, NED SHIP Housing Repair for 195 Pine Street was published in Vendor Registry on February 14, 2020 (Exhibit I), and accessed by 75 firms including construction resources such as the Construction Journal and Construction Bid Source. A mandatory pre-solicitation conference was held on February 21, 2020 at the property, which was attended by four firms. Sealed bids were received from three firms on March 3, 2020, with

Design Homebuilders, Inc., being the lowest, most responsive bidder (Exhibit II). The Program Agreement is provided as Exhibit III, which will award the Contract for the base bid of \$31,510. SHIP funding will be cover \$30,000 of the repairs, which is the maximum allowed by the SHIP program as outlined in the Board approved Local Housing Assistance Plan, with the balance to come from Affordable Housing funds.

Repairs for this property will include roof replacement, window and door repairs, and structural repairs to the back of the home to include new siding.

BUDGETARY IMPACT:

Funds are available in Fund 120/2018 SHIP, Cost Center 370205 or 2019 SHIP, Cost Center 370206 and Fund 124/Affordable Housing, Cost Center 370290.

LEGAL CONSIDERATIONS/SIGN-OFF:

The CDBG Housing Rehabilitation Services Program Agreement has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts. The project and Agreement are in compliance with the CDBG program requirements and the property owner meets all eligibility guidelines for assistance under this program.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division will submit the Purchase Order and will have administrative oversight of the project.

Attachments

Ex I-195 Pine Bid Documents
Ex II-195 Pine Bid Tabulation
Ex III-195 Pine SHIP Agreement

EXHIBIT I



Expired Solicitation

Manage expired solicitation

Solicitation Details

Reopen Recruit

Copy

Analytics

Questions

Set to 'In Review'

Set to 'Awarded'

Set to 'Cancelled'

Notify

Add Note

Expired Solicitations / Expired Solicitation

Status: In Review

Solicitation: NED S-R-2020-6

Solicitation Request: NED SHIP HOUSING REPAIR for 195 Pine Street

Deadline: 2/28/2020 12:00 PM (Central Time)

Pre-Bid Meeting-Date: 2/21/2020 9:00 AM (Central Time)

Pre-Bid Meeting-Details: Mandatory pre-bid conference will be held at the project site on February

21, 2020 at 9:00 AM

Description:

NED SHIP single family housing rehabilitation project for Margaret A. Stallworth located at 195 Pine Street, Cantonment, Fl. 32533. Repairs include roof replacement with cornice work and siding, concrete repairs, door replacement and window repair.

Allow Online Bid Submittal: No

Products and Services Keywords:

siding and roof

- maintenance and repair residential buildings
- home construction single family
- · painting, maintenance and repair services
- · siding and roof single family

Products and Services:

- Home Construction, Single Family
- Maintenance And Repair, Residential Buildings (Incl. Single Family Homes And Apartments)
- Painting, Maintenance And Repair Services (Including Caulking)

Documents:

- · SHIP Housing Repair Specs-Stallworth.pdf
- Pre-bid 195 Pine.pdf

Notified Vendors:

- 2/14/2020 850 Paint Pro (rick850@gmail.com)
- 2/14/2020 ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 2/14/2020 Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 2/14/2020 Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 2/14/2020 Angela Monteleone, Handywoman Services (amonteswb@gmail.com)
- 2/14/2020 Arkitektura Development Inc (bethacontreras@gmail.com)
- 2/14/2020 B2W Home Repair (b2wrepair@gmail.com)
- 2/14/2020 Baughn Renovations, LLC (oran@baughnrenovations.com)
- 2/14/2020 Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 2/14/2020 Beach Bum Renovations & More LLC (beachbumrenovations@gmail.com)
- 2/14/2020 Bill walther construction (billwaltherconstruction@gmail.com)
- 2/14/2020 Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 2/14/2020 Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 2/14/2020 Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 2/14/2020 Chris Perritt LLC (chrp4x4@aol.com)
- 2/14/2020 Citrus Sandblast (brandon@citrussandblast.com)
- 2/14/2020 Coastal Cottage Concierge (coastalc3@gmail.com)
- 2/14/2020 Construction Bid Source (chin@constructionbidsource.com)
- 2/14/2020 Construction Journal (bids@thecj.com)
- 2/14/2020 Corporate vision inc (corpvisioninc@gmail.com)
- 2/14/2020 Curley Construction of NW FL Inc (c2144@cox.net)
- 2/14/2020 D & K Concrete construction (dkconcrete24@gmail.com)
- 2/14/2020 D & R Painting Inc Group (dandrpaintinginc@gmail.com)
- 2/14/2020 David H Griffin Enterprises, LLC (bbdllc@yahoo.com)
- 2/14/2020 Dodge Data & Analytics (dodge.bidding@construction.com)
- 2/14/2020 Dodge Data & Analytics (s.kalyanaraman@construction.com)
- 2/14/2020 Duggins Services, Inc (asmith@dugginsservices.com)

- 2/14/2020 Duggins Services, Inc (sales@dugginsservices.com)
- 2/14/2020 E. O. Koch Construction Co. (mike@eokoch.com)
- 2/14/2020 Emerald Coast Constructors, Inc. (mark.ecc@cox.net)
- 2/14/2020 Emerald Coast Constructors, Inc. (rzimmerman.ecc@gmail.com)
- 2/14/2020 empire builders (mike@empirebuildersgroup.com)
- 2/14/2020 Empire Builders Group Inc (estimator@empirebuildersgroup.com)
- 2/14/2020 Emry Construction LLC (emryconstruction@gmail.com)
- 2/14/2020 English Brothers (sitoenglish@yahoo.com)
- 2/14/2020 Enterprise Pals, Inc. (nazim@enterprisepals.com)
- 2/14/2020 Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 2/14/2020 Grand Service Company, LLC. (gsc7149@gmail.com)
- 2/14/2020 Grand Service Company, LLC. (markg7149@gmail.com)
- 2/14/2020 Green Group Environmental, LLC (brian@greengroupenvironmental.com)
- 2/14/2020 Greenhut Construction (randy@greenhut.com)
- 2/14/2020 Homes By Vets (eric@homesbyvets.com)
- 2/14/2020 Huey's Works Corporation (admin@hueysworks.com)
- 2/14/2020 Hurley R&R, LLC (Hurleyrnr@yahoo.com)
- 2/14/2020 Infrastructure Specialty Services (kirk@issglobalservices.com)
- 2/14/2020 Infrastructure Specialty Services (tammy@issglobalservices.com)
- 2/14/2020 iSqFt (content@constructconnect.com)
- 2/14/2020 iSqFt (kosborn@isqft.com)
- 2/14/2020 J Green Construction Services, Inc. (jon@jgreenconstruction.net)
- 2/14/2020 J&E Construction (may@jeconstruct.com)
- 2/14/2020 Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 2/14/2020 JRM Construction Group (eddie.aldridge@jrmconstructiongroup.com)
- 2/14/2020 JRM Construction Group (jim.mizell@jrmconstructiongroup.com)
- 2/14/2020 JSX Incorporated (jsparks@jsxcorp.com)
- 2/14/2020 KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
- 2/14/2020 KWOIN CONSTRUCTION CORPORATION (kwoincorp@bellsouth.net)
- 2/14/2020 LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 2/14/2020 Mattair Construction Co., Inc. (becky@mattairconstruction.com)
- 2/14/2020 Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 2/14/2020 MCDELT LLC (nisbez@me.com)
- 2/14/2020 MCNORTON MECHANICAL CONTRACTORS (LMCNORTON@MCNORTONHVAC.COM)
- 2/14/2020 MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 2/14/2020 MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 2/14/2020 Mike Motes Builders LLC (amotes6912@aol.com)
- 2/14/2020 OliverSperry Renovation (tboyer@oliversperryrenovation.com)
- 2/14/2020 Olvera Company (mike@olveracompany.com)
- 2/14/2020 Olympus Painting Contractors Inc (lisa@olympuspainting.com)
- 2/14/2020 ParsCo, LLC (amir@pars-co.net)
- 2/14/2020 Pat's Pump & Blower (kfender@patspump.com)

- 2/14/2020 Pat's Pump & Blower (patspump@aol.com)
- 2/14/2020 Rabbit Repairman, LLC (rabbitrepairman@gmail.com)
- 2/14/2020 Reasor Building Group (matt.hall@rbg8a.com)
- 2/14/2020 Reisch Development and Construction Services, LLC (peggy@reischco.com)
- 2/14/2020 Renaissance BCI (jack@renaissance-bci.com)
- 2/14/2020 Reyco Contracting Solutions LLC (vgarrett@reycocontracting.com)
- 2/14/2020 Reyco Contracting Solutions LLC (vreynoso@reycocontracting.com)
- 2/14/2020 Rockwell Corporation (rockwellcorporation@gmail.com)
- 2/14/2020 Sessions Incorporated (sessionsincorporated@gmail.com)
- 2/14/2020 Southern Lifestyle Development Company (chris@rrcoa.com)
- 2/14/2020 Southern Lifestyle Development Company (derek@rrcoa.com)
- 2/14/2020 Sunbelt Rentals (Brent.McCurry@sunbeltrentals.com)
- 2/14/2020 Sunbelt Rentals (matt.rolfe@sunbeltrentals.com)
- 2/14/2020 Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 2/14/2020 Terry's Paint & Body Inc. (hbrowser@aol.com)
- 2/14/2020 Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 2/14/2020 Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 2/14/2020 Universal Pro Painting Inc. (universalpainting@mail.com)
- 2/14/2020 Utility Service Co, INC (rlee@uscofl.com)
- 2/14/2020 Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 2/14/2020 Vantage Construction Group (doug@vantageconstructiongroup.com)
- 2/14/2020 Wharton-Smith, Inc. (amatthews@whartonsmith.com)
- 2/14/2020 Wide Range Home Repair & Tractor Services (widerangehomerepair@gmail.com)
- 2/25/2020 850 Paint Pro (rick850@gmail.com)
- 2/25/2020 ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 2/25/2020 Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 2/25/2020 Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 2/25/2020 Angela Monteleone, Handywoman Services (amonteswb@gmail.com)
- 2/25/2020 Arkitektura Development Inc (bethacontreras@gmail.com)
- 2/25/2020 B2W Home Repair (b2wrepair@gmail.com)
- 2/25/2020 Baughn Renovations, LLC (oran@baughnrenovations.com)
- 2/25/2020 Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 2/25/2020 Beach Bum Renovations & More LLC (beachbumrenovations@gmail.com)
- 2/25/2020 Bill walther construction (billwaltherconstruction@gmail.com)
- 2/25/2020 Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 2/25/2020 Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 2/25/2020 Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 2/25/2020 Chris Perritt LLC (chrp4x4@aol.com)
- 2/25/2020 Citrus Sandblast (brandon@citrussandblast.com)
- 2/25/2020 Coastal Cottage Concierge (coastalc3@gmail.com)
- 2/25/2020 Construction Bid Source (chin@constructionbidsource.com)
- 2/25/2020 Construction Journal (bids@thecj.com)

- 2/25/2020 Corporate vision inc (corpvisioninc@gmail.com)
- 2/25/2020 Curley Construction of NW FL Inc (c2144@cox.net)
- 2/25/2020 D & K Concrete construction (dkconcrete24@gmail.com)
- 2/25/2020 D & R Painting Inc Group (dandrpaintinginc@gmail.com)
- 2/25/2020 David H Griffin Enterprises, LLC (bbdllc@yahoo.com)
- 2/25/2020 Dodge Data & Analytics (dodge.bidding@construction.com)
- 2/25/2020 Dodge Data & Analytics (s.kalyanaraman@construction.com)
- 2/25/2020 Duggins Services, Inc (asmith@dugginsservices.com)
- 2/25/2020 Duggins Services, Inc (sales@dugginsservices.com)
- 2/25/2020 E. O. Koch Construction Co. (mike@eokoch.com)
- 2/25/2020 Emerald Coast Constructors, Inc. (mark.ecc@cox.net)
- 2/25/2020 Emerald Coast Constructors, Inc. (rzimmerman.ecc@gmail.com)
- 2/25/2020 empire builders (mike@empirebuildersgroup.com)
- 2/25/2020 Empire Builders Group Inc (estimator@empirebuildersgroup.com)
- 2/25/2020 Emry Construction LLC (emryconstruction@gmail.com)
- 2/25/2020 English Brothers (sitoenglish@yahoo.com)
- 2/25/2020 Enterprise Pals, Inc. (nazim@enterprisepals.com)
- 2/25/2020 Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 2/25/2020 Grand Service Company, LLC. (gsc7149@gmail.com)
- 2/25/2020 Grand Service Company, LLC. (markg7149@gmail.com)
- 2/25/2020 Green Group Environmental, LLC (brian@greengroupenvironmental.com)
- 2/25/2020 Greenhut Construction (randy@greenhut.com)
- 2/25/2020 Homes By Vets (eric@homesbyvets.com)
- 2/25/2020 Huey's Works Corporation (admin@hueysworks.com)
- 2/25/2020 Hurley R&R, LLC (Hurleyrnr@yahoo.com)
- 2/25/2020 Infrastructure Specialty Services (kirk@issglobalservices.com)
- 2/25/2020 Infrastructure Specialty Services (tammy@issglobalservices.com)
- 2/25/2020 iSqFt (content@constructconnect.com)
- 2/25/2020 iSqFt (kosborn@isqft.com)
- 2/25/2020 J Green Construction Services, Inc. (jon@jgreenconstruction.net)
- 2/25/2020 J&E Construction (may@jeconstruct.com)
- 2/25/2020 Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 2/25/2020 JRM Construction Group (eddie.aldridge@jrmconstructiongroup.com)
- 2/25/2020 JRM Construction Group (jim.mizell@jrmconstructiongroup.com)
- 2/25/2020 JSX Incorporated (jsparks@jsxcorp.com)
- 2/25/2020 KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
- 2/25/2020 KWOIN CONSTRUCTION CORPORATION (kwoincorp@bellsouth.net)
- 2/25/2020 LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 2/25/2020 Mattair Construction Co., Inc. (becky@mattairconstruction.com)
- 2/25/2020 Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 2/25/2020 MCDELT LLC (nisbez@me.com)
- 2/25/2020 MCNORTON MECHANICAL CONTRACTORS (LMCNORTON@MCNORTONHVAC.COM)

- 2/25/2020 MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 2/25/2020 MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 2/25/2020 Mike Motes Builders LLC (amotes6912@aol.com)
- 2/25/2020 OliverSperry Renovation (tboyer@oliversperryrenovation.com)
- 2/25/2020 Olvera Company (mike@olveracompany.com)
- 2/25/2020 Olympus Painting Contractors Inc (lisa@olympuspainting.com)
- 2/25/2020 ParsCo, LLC (amir@pars-co.net)
- 2/25/2020 Pat's Pump & Blower (kfender@patspump.com)
- 2/25/2020 Pat's Pump & Blower (PatrickJ@Patspump.com)
- 2/25/2020 Pat's Pump & Blower (patspump@aol.com)
- 2/25/2020 Rabbit Repairman, LLC (rabbitrepairman@gmail.com)
- 2/25/2020 Reasor Building Group (matt.hall@rbg8a.com)
- 2/25/2020 Reisch Development and Construction Services, LLC (peggy@reischco.com)
- 2/25/2020 Renaissance BCI (jack@renaissance-bci.com)
- 2/25/2020 Reyco Contracting Solutions LLC (vgarrett@reycocontracting.com)
- 2/25/2020 Reyco Contracting Solutions LLC (vreynoso@reycocontracting.com)
- 2/25/2020 Rockwell Corporation (rockwellcorporation@gmail.com)
- 2/25/2020 Rowe Roofing (cole@roweroofing.com)
- 2/25/2020 Sessions Incorporated (sessionsincorporated@gmail.com)
- 2/25/2020 Southern Lifestyle Development Company (chris@rrcoa.com)
- 2/25/2020 Southern Lifestyle Development Company (derek@rrcoa.com)
- 2/25/2020 Sunbelt Rentals (Brent.McCurry@sunbeltrentals.com)
- 2/25/2020 Sunbelt Rentals (matt.rolfe@sunbeltrentals.com)
- 2/25/2020 Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 2/25/2020 Terry's Paint & Body Inc. (hbrowser@aol.com)
- 2/25/2020 Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 2/25/2020 Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 2/25/2020 Universal Pro Painting Inc. (universalpainting@mail.com)
- 2/25/2020 Utility Service Co, INC (rlee@uscofl.com)
- 2/25/2020 Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 2/25/2020 Vantage Construction Group (doug@vantageconstructiongroup.com)
- 2/25/2020 Wharton-Smith, Inc. (amatthews@whartonsmith.com)
- 2/25/2020 Wide Range Home Repair & Tractor Services (widerangehomerepair@gmail.com)
- 3/10/2020 850 Paint Pro (rick850@gmail.com)
- 3/10/2020 ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 3/10/2020 Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 3/10/2020 Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 3/10/2020 Angela Monteleone, Handywoman Services (amonteswb@gmail.com)
- 3/10/2020 Arkitektura Development Inc (bethacontreras@gmail.com)
- 3/10/2020 B2W Home Repair (b2wrepair@gmail.com)
- 3/10/2020 Baughn Renovations, LLC (oran@baughnrenovations.com)
- 3/10/2020 Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)

- 3/10/2020 Beach Bum Renovations & More LLC (beachbumrenovations@gmail.com)
- 3/10/2020 Bill walther construction (billwaltherconstruction@gmail.com)
- 3/10/2020 Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 3/10/2020 Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 3/10/2020 Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 3/10/2020 Chris Perritt LLC (chrp4x4@aol.com)
- 3/10/2020 Citrus Sandblast (brandon@citrussandblast.com)
- 3/10/2020 Coastal Cottage Concierge (coastalc3@gmail.com)
- 3/10/2020 Construction Bid Source (chin@constructionbidsource.com)
- 3/10/2020 Construction Journal (bids@thecj.com)
- 3/10/2020 Corporate vision inc (corpvisioninc@gmail.com)
- 3/10/2020 Curley Construction of NW FL Inc (c2144@cox.net)
- 3/10/2020 D & K Concrete construction (dkconcrete24@gmail.com)
- 3/10/2020 D & R Painting Inc Group (dandrpaintinginc@gmail.com)
- 3/10/2020 David H Griffin Enterprises, LLC (bbdllc@yahoo.com)
- 3/10/2020 Dodge Data & Analytics (dodge.bidding@construction.com)
- 3/10/2020 Dodge Data & Analytics (s.kalyanaraman@construction.com)
- 3/10/2020 Duggins Services, Inc (asmith@dugginsservices.com)
- 3/10/2020 Duggins Services, Inc (sales@dugginsservices.com)
- 3/10/2020 E. O. Koch Construction Co. (mike@eokoch.com)
- 3/10/2020 Emerald Coast Constructors, Inc. (mark.ecc@cox.net)
- 3/10/2020 Emerald Coast Constructors, Inc. (rzimmerman.ecc@gmail.com)
- 3/10/2020 empire builders (mike@empirebuildersgroup.com)
- 3/10/2020 Empire Builders Group Inc (estimator@empirebuildersgroup.com)
- 3/10/2020 Emry Construction LLC (emryconstruction@gmail.com)
- 3/10/2020 English Brothers (sitoenglish@yahoo.com)
- 3/10/2020 Enterprise Pals, Inc. (nazim@enterprisepals.com)
- 3/10/2020 Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 3/10/2020 Grand Service Company, LLC. (gsc7149@gmail.com)
- 3/10/2020 Grand Service Company, LLC. (markg7149@gmail.com)
- 3/10/2020 Green Group Environmental, LLC (brian@greengroupenvironmental.com)
- 3/10/2020 Greenhut Construction (randy@greenhut.com)
- 3/10/2020 Homes By Vets (eric@homesbyvets.com)
- 3/10/2020 Huey's Works Corporation (admin@hueysworks.com)
- 3/10/2020 Hurley R&R, LLC (Hurleyrnr@yahoo.com)
- 3/10/2020 Infrastructure Specialty Services (kirk@issglobalservices.com)
- 3/10/2020 Infrastructure Specialty Services (tammy@issglobalservices.com)
- 3/10/2020 iSqFt (content@constructconnect.com)
- 3/10/2020 iSqFt (kosborn@isqft.com)
- 3/10/2020 J Green Construction Services, Inc. (jon@jgreenconstruction.net)
- 3/10/2020 J&E Construction (may@jeconstruct.com)
- 3/10/2020 Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 3/10/2020 JRM Construction Group (eddie.aldridge@jrmconstructiongroup.com)

- 3/10/2020 JRM Construction Group (jim.mizell@jrmconstructiongroup.com)
- 3/10/2020 JSX Incorporated (jsparks@jsxcorp.com)
- 3/10/2020 KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
- 3/10/2020 KWOIN CONSTRUCTION CORPORATION (kwoincorp@bellsouth.net)
- 3/10/2020 LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 3/10/2020 Mattair Construction Co., Inc. (becky@mattairconstruction.com)
- 3/10/2020 Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 3/10/2020 MCDELT LLC (nisbez@me.com)
- 3/10/2020 MCNORTON MECHANICAL CONTRACTORS (LMCNORTON@MCNORTONHVAC.COM)
- 3/10/2020 MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 3/10/2020 MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 3/10/2020 MD Thomas Construction LLC (laura@mdthomasconstruction.com)
- 3/10/2020 Mike Motes Builders LLC (amotes6912@aol.com)
- 3/10/2020 OliverSperry Renovation (tboyer@oliversperryrenovation.com)
- 3/10/2020 Olvera Company (mike@olveracompany.com)
- 3/10/2020 Olympus Painting Contractors Inc (lisa@olympuspainting.com)
- 3/10/2020 ParsCo, LLC (amir@pars-co.net)
- 3/10/2020 Pat's Pump & Blower (kfender@patspump.com)
- 3/10/2020 Pat's Pump & Blower (PatrickJ@Patspump.com)
- 3/10/2020 Pat's Pump & Blower (patspump@aol.com)
- 3/10/2020 Rabbit Repairman, LLC (rabbitrepairman@gmail.com)
- 3/10/2020 Reasor Building Group (matt.hall@rbg8a.com)
- 3/10/2020 Reisch Development and Construction Services, LLC (peggy@reischco.com)
- 3/10/2020 Renaissance BCI (jack@renaissance-bci.com)
- 3/10/2020 Reyco Contracting Solutions LLC (vgarrett@reycocontracting.com)
- 3/10/2020 Reyco Contracting Solutions LLC (vreynoso@reycocontracting.com)
- 3/10/2020 Rockwell Corporation (rockwellcorporation@gmail.com)
- 3/10/2020 Rowe Roofing (cole@roweroofing.com)
- 3/10/2020 Sessions Incorporated (sessionsincorporated@gmail.com)
- 3/10/2020 Southern Lifestyle Development Company (chris@rrcoa.com)
- 3/10/2020 Southern Lifestyle Development Company (derek@rrcoa.com)
- 3/10/2020 Sunbelt Rentals (Brent.McCurry@sunbeltrentals.com)
- 3/10/2020 Sunbelt Rentals (matt.rolfe@sunbeltrentals.com)
- 3/10/2020 Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 3/10/2020 Terry's Paint & Body Inc. (hbrowser@aol.com)
- 3/10/2020 Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 3/10/2020 Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 3/10/2020 Universal Pro Painting Inc. (universalpainting@mail.com)
- 3/10/2020 Utility Service Co, INC (rlee@uscofl.com)
- 3/10/2020 Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 3/10/2020 Vantage Construction Group (doug@vantageconstructiongroup.com)
- 3/10/2020 Wharton-Smith, Inc. (amatthews@whartonsmith.com)

• 3/10/2020 - Wide Range Home Repair & Tractor Services (widerangehomerepair@gmail.com)

Additions:

Addition 1: In Review

Posted: 3/10/2020

Description:

Contract Award to be considered at 04/02/20 BCC meeting

Documents:

• Bid Tab 195 Pine.docx

Need help? Contact our Government Support Team at 844-247-4220 (toll-free) or email: buyersupport@vendorregistry.com

© Copyright Vendor Registry 2020 | Terms of Use | Privacy Policy

EXHIBIT II

Escambia County Neighborhood Enterprise Division (NED) Housing Repair Program Public Notice of Recommended Award Bid Tabulation

Bid Opening Date: <u>03/02/20</u> Bid Opening Time: <u>2:15 P.M.</u>

Bid Opening Location: <u>221 Palafox Place</u>, <u>Suite 200</u>

Solicitation Number: NED S-R-2020-6

Solicitation Name: NED SHIP Housing Repair for 195 Pine Street

AGENCY NAME	BASE BID	ALTERNATE 1	ALTERNATE 2	GRAND TOTAL
Design Homebuilders Inc	\$31,510.00	N/A		
David H. Griffin Enterprises	\$38,050.00	N/A		
Mike Motes Builders LLC	\$40,950.00	N/A		

Bids Opened By: George Bell, NED

Bids Witnessed By: Christine Crespo, NED; Shannon Erdwins, Clerk of Court (COC)

Neighborhood Enterprise Division recommends to the BOCC to award a contract to Design Home Builders, Inc for the base bid of \$31,510.00.

Status: Under Review

BCC Meeting Date: 04/02/20

SHIP HOUSING REHABILITATION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between <u>Margaret A. Stallworth</u> (hereinafter referred to as "Owner"), and <u>Design Homebuilders, Inc.</u> (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division (hereinafter referred to as "NED"), has established the **SHIP Housing Rehabilitation Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a SHIP Housing Rehabilitation Services loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

- **NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:
- **Section 1.** Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- **Section 2.** Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at 195 Pine Street, Cantonment, FL 32533 (hereinafter referred to as "Project"), in accordance with the Scope of Work, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.
- **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 an amount not to exceed the total sum of \$ Thirty One Thousand Five Hundred Ten Dollars (\$31,510.00) [comprised of \$30,000 in SHIP funds and \$1510 in Affordable Housing funds] (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. If the Contract Amount is \$15,000 or less then the County shall issue payment to the Contractor in a single lump sum upon satisfactory completion of the Project. If the Contract Amount exceeds \$15,000 then the County shall issue two payments to Contractor as follows: 40% of the Contract Amount will be paid when 50% of the scope of work is certified complete by NED; the remaining 60% of the Contract Amount will be paid upon full completion of the scope of work and acceptance by NED.

Contractor may request payments by the submission of a properly executed original invoice with appropriate supporting documentation. Payments will be made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (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 Agreement.

All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Section 5. <u>Bonds.</u> If the Contract Amount exceeds \$25,000, the Contractor shall provide *Performance and Payment Bonds*, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

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.

Pursuant to §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 6. <u>Notice to Proceed.</u> The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **thirty (30) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED 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 inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

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 actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

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 8. <u>Delays</u>. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner's unreasonable interference or other 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/NED 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.

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 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized 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 the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A Change Order, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED 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 the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. <u>Project Site Protection</u>. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon 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.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery 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.

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 11. Final Completion. The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D**; (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. <u>Tests and Inspections</u>. The County/NED, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

If any work that is to be inspected, tested or approved is covered without written concurrence

from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from County, such work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. Reports. Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, 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.

Contractor shall keep all records and supporting documentation which 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. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement 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 14. <u>Defective Work.</u> Work not conforming to the requirements of the Agreement shall be deemed "defective work." If required by County, Contractor shall either cure all defective work, whether or not fabricated, installed or completed, or, if the defective work has been rejected by County, remove it from the site and replace it. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

If the County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective work, 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.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

Should the County determine, at its sole opinion, it is in the County's best interest to accept defective work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective work, incorporating the necessary revisions in the Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

If Contractor fails, within a reasonable time after the written notice from County, to correct defective work or to remove and replace rejected defective work as required by County, or if Contractor fails to perform the work in accordance with the Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after seven (7) calendar 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 possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Agreement, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by County of County's rights and remedies hereunder.

Section 15. <u>Termination.</u>

15.1 Termination for Contractor's Default. 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: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as

directed by the County; or (c) 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 (d) discontinues the prosecution of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED 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.

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 attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

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.

15.2 <u>Termination for Owner's Default</u>. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc.) shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

- 15.3 <u>Termination for Convenience</u>. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. 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, 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. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.
- **15.4** Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of SHIP funds, and the County/NED reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.
- 15.5 <u>Notice of Suspension</u>. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** 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 Agreement. 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 16. <u>Indemnification.</u> To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Florida statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. <u>Subcontracts</u>. The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be

responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. <u>Independent Contractor Status.</u> In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. <u>Warranty.</u> Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights,

Section 21. <u>Utilities [CHECK ONE]:</u>

electrical power, and water necessary to complete the Project.	
☐ The Owner will permit the Contractor to use the water at no extra cost. assumes all obligation/liability regarding the electrical power necessary to certificate.	

Section 22. Owner's Responsibilities. The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the project. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. The Owner is responsible for reinstallation of area rugs, draperies, wall coverings and/or furniture at project completion unless otherwise specified in the Project Scope of Work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project.

Section 23. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE

MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. <u>Dispute Resolution</u>. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and 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. Owner and 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, Owner and Contractor agree 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 that any party 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 parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND 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, FL 32502 850-595-4947

Section 26. Entire Agreement. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. Permits. The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 28. <u>Compliance with Laws.</u> Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. <u>Assignment.</u> This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

Section 30. Notices. Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Margaret A. Stallworth	Design Homebuilders, Inc.
Neighborhood Enterprise Division	195 Pine St	2460 Bluffs Circle
221 Palafox Place, Suite 200	Cantonment, FL 32533	Pensacola, FL 32503
Pensacola, FL 32502		

All notices shall be sent by certified mail, return receipt requested.

- **Section 31.** <u>No Discrimination.</u> The Owner and Contractor 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.
- **Section 32.** <u>No Waiver</u>. This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- **Section 33.** Governing Law. 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.
- **Section 34.** Severability. 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.
- **Section 35.** Headings. 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.
- **Section 36.** <u>Authority</u>. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Signature of Contractor:		Signature of Owner(s):	
Firm Name, Address, City, State, Zip:, Design Homebuilders, Inc. 2460 Bluffs Circle Pensacola, FL 32503		Name, Address, City, State, Zip: Margaret A. Stallworth 195 Pine St Cantonment, FL 32533	
FL and County License No.:			
Witness:		Witness:	
Witness:		Witness:	
Date of Bid: 3/2/2020		Date of BCC Acceptance: 4/2/2020	
	ESCA	MBIA COUNTY, FLORIDA:	
Witness:	Ву:	Janice P. Gilley, County Administrator	
Witness:	Date: _		
	Approv	red as to form and legal sufficiency.	

By/Title:

Date: <u>03-18-2020</u>

SHIP Housing Repair Program Specifications Margaret A. Stallworth 195 Pine Street Cantonment, FL 32533 PAGE 1

GENERAL:

- The subject Housing Unit was built prior to 1978 and therefore is a "targeted property" under the EPA's RRP Rule, as some painted surfaces may be disturbed. Therefore the implementation of "safe work practices" is required along with submittal by the RRP Contractor of "Renovation Recordkeeping Checklist" form.
- There is no Federal Funding on this project.

The Homeowner will have the following sample choices, where applicable:

Roof color-1 choice

WINDOWS AND EXTERIOR DOOR:

There are 3 existing windows that are to be glazed; one on the front, one on the right elevation and one on the rear of the house.

Replace the rear entry door unit with a metal clad insulated 6 panel colonial out swing door unit with threshold, weather stripping and trim.

Install new dead bolt and lock set that are keyed alike on new exterior door unit.

Paint new door unit to match existing as close as possible inside and out.

ROOF REPLACEMENT 55'x16'x2+low pitch 40'x4'x1+8'x12'x1+ 12'x16'x1+10'x30'x1:

Remove existing metal roof covering to the framing and install new decking that conforms to Escambia County Building Code. (figure 100%.).

Install cricket behind fireplace chimney with flashing set in riglet.

Repair gas vent chimney installing metal cap and flashing set in riglet.

Fasten and certify decking attachment as per Escambia County Building Code.

Install secondary water barrier as per Escambia County Building Code.

Install new metal drip edge.

Install 30 year shingle roof on main roof as per manufacturer's specifications.

Install self-adhering granulated modified bitumen roll roofing as per manufacturer specifications on low slope areas.

Install new slant-back vents.

Replace all boots with new lead or EPDM and metal boots.

Install approximately 50 linear foot of new shingle over ridge vent.

Trim any trees over hanging roof to clear roof by approximately 10'.

Remove tree trimming debris from premises.

Install 4 metal soffit vents on the right elevation.

SHIP Housing Repair Program Specifications Margaret A. Stallworth 195 Pine Street Cantonment, FL 32533 PAGE 2

BACK PORCH 24'6"X6':

Remove failing concrete slab.

Back fill area as required, install vapor barrier and pour and finish new slab and treat area for termite.

Install new vinyl siding and fan fold insulation over house wrap with associated trim on 2 exterior walls of rear porch (approximately 300 square feet).

Install new metal fascia, freeze and vented vinyl soffit with associated trim on rear porch (approximately 40 lineal feet).

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	r), as Principal,	, and			
•	me, home office address and unty Commissioners for Esca	•	, Florida, 221	•		•	
1591,	(850) 595-4900,	as	Obligee	in	the	sum	of
WHEREAS,	res, successors and assigns, j Principal has entered into a co Contract No,	ontract dated	as of the	day of	, 20	, with	_
•	of project, including legal des	•	·	, ,	_	•	
	;) in accordance with drawings	•	ations, which	contract is by	/ reference n	nade a part	
	s hereinafter referred to as the						
	CONDITION OF THIS BOND		•				
1.	Performs the Contract at t	he times and	in the manner	prescribed i	n the Contra	ct; and	
2.	Pays Obligee any and al because of any default by		-	-	/s' fees that	Obligee sus	stains
3.	Performs the guarantee of work and materials, then t						o the

Principal understands and agrees that this bond shall remain in full force and effect throughout

the ONE (1) year warranty period after substantial completion of the work.

4.

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: Witnesses as to Principal STATE OF _____ COUNTY OF _____ The foregoing instrument was acknowledged before me this _____ day of _____ _____, as _____, 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) Notary Public, State of _____ (AFFIX OFFICIAL SEAL) Serial No., If Any: ____ SURETY: ATTEST: (Printed Name)

	
Witness	(Business Address)
	(Authorized Signature)
Witness	
	(Printed Name) OR
	As Attorney In Fact (Attach Power)
Witnesses	(Dusings Address)
	(Business Address)
	(Printed Name)
	(Telephone Number)
STATE OF	· · ·
COUNTY OF	
The foregoing instrument was	acknowledged before me this day of,
20 by	. as of
OR has produced	as Surety, on behalf of Surety. He/she is personally known to me as identification and did (did not) take an oath.
My Commission Expires:	(Signature)
(AFFIX OFFICIAL SEAL)	Name:(Legibly Printed) Notary Public, State of Serial No., If Any:

BOND NO.	

PAYMENT BOND

BY THIS BOND, We,			
	(Insert name, address and p	hone number of contractor) (hereinafter called the "Principal")	
		(Hereinalter called the Fillicipal)	
and		(hereinafter called the "Surety"),	
located at		, a surety insurer	
(Insert address chartered and existing under t	s and phone number) he laws of the State of	and authorized to do business	
in the State of Florida, are hel	d and firmly bound unto the Boa	ard of County Commissioners for Escambia	
County, Florida, 221 Palafox F	Place, Pensacola, Florida 32597	7-1591, (850) 595-4900, (hereinafter called	
the "County") in the sum of		(\$) for	
payment of which we bind our jointly and severally.	selves, our heirs, our personal	representatives, our successors and our assigr	nees,
WHEREAS, Principal	and County have reached a mu	utual agreement relating to Contract No	
(hereinafter referred to as the	"Contract") as of	(the bid award date for projects there	to)
for the purpose of	uding legal description, street	t address of property and general description	_ on of -
said Contract being made a pa	art of this Bond by this reference	e.	-
NOW, THEREFORE,	THE CONDITION OF THIS BC	OND IS THAT IF THE PRINCIPAL:	
of	the contract dated, the contract being not manner prescribed in the cont	, between Principal and County for construnade a part of this bond by reference, at the tract; and	ction imes
		ts, as defined in Section 255.05(1), Florida Stat or supplies, used directly or indirectly by Princip	

the prosecution of the work provided for in the contract; and

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.

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;

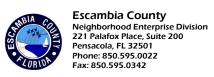
Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

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		, 20	(the date of issue by	
the Surety or by the Surety's agent ar	nd the date of such age	ents power-of-a	attorney).		
Signed, sealed and delivered					
in the presence of:	PRINCIPAI	L:			
				·····	
Witnesses as to Principal					
STATE OF					
COUNTY OF					
The foregoing instrument wa	as acknowledged befo	re me this	day of	,	
20, by	,	as		, of	
	, a	corpor	ation, on beh	alf of the corporation.	
He/she is personally known to me OF	R has produced		as id	entification and did (did	
not) take an oath.					
My Commission Expires:					
	(Signature)				
	Name:				
	(Legibly Pri				
(AFFIX OFFICIAL SEAL)	Notary Pub	Notary Public, State of			
	Serial No	Serial No. If Anv			

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 v	was acknowledged before me this day of,
	, 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:



CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: Date:	Homeowner(s): Address:				
The following changes to the above contract are hereby made based upon the following justification:					
Change order scope of work (or attach specifica	tions as necessary):				
<u>s</u>	<u>UMMARY</u>				
Original Contract Amount: Previous Additions (Change Order No) Previous Deletions (Change Order No) Current Contract Amount: + Change Order Amount: New Contract Amount: Cumulative Percent () Increase () Decrease AP NOTE: Board of County Commissioners approvatoriginal contract more than 10% or \$50,000, whice	Original Start Date (NTP): Original Contract Period: Previous Completion Date: This Change Order () Increase () Decrease New Contract Period New Completion Date PROVALS I is required on any change order theory is greater. NEIGHBORHOOD ENTERPRISE	nat increases the			
Homeowner Signature	Rehabilitation Specialist or Progra	am Director			
Print Name Date	Print Name	Date			
Homeowner Signature	Division Manager				
Print Name Date	Print Name	Date			
CONTRACTOR:					
Signature					
Print Name Date					
Firm Name					

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

3 Originals: Homeowner, Contractor, File

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE	
I,, as owner of the unit lo work as performed and contracted by, authorize final payment to for	cated at [ADDRESS], certify and accept all as complete and satisfactory. I hereby the work done on this residence.
SECTION 2: CONTRACTOR'S OBLIGATION	AND WARRANTY
(owner) acknowledge that ro	and material warranty ending vorkmanship, which occur during normal use. I, butine homeowner maintenance and/or er use are not covered by this warranty. Further,
SECTION 3: HOMEOWNER/ESCAMBIA COL	JNTY OBLIGATIONS
now causes final payment to be made to the Contractor is the sole responsible party Section 2 of this agreement. The Homeowner contact the Contractor regarding necessary was the Homeowner will Escambia County become	for the one (1) year warranty as specified in understands that it is his/her responsibility to
DATE:	
HOMEOWNER	
CONTRACTOR	ESCAMBIA COUNTY REPRESENTATIVE

3 originals: Homeowner, Contractor, NED



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17682 County Administrator's Report 8. 4. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Contract Award for SHIP Housing Rehabilitation Services for 201

Pine Street

From: CLARA LONG, Acting Director Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for State Housing Initiatives

Partnership Housing Rehabilitation Services for 201 Pine Street - Clara Long, Interim

Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 201 Pine Street:

A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement between Escambia County, Florida; David H. Griffin Enterprises, LLC, Contractor; and Earlene Jackson, Owner; per the terms and conditions of NED S-R-2020-7, NED SHIP Housing Repair for 201 Pine Street, for \$38,100; and

B. Authorize the issuance of a Purchase Order.

[Funding: Fund 120/2018 SHIP, Cost Center 370205 or 2019 SHIP, Cost Center 370206-\$30,000; and Fund 124/Affordable Housing, Cost Center 370290-\$8,100]

BACKGROUND:

An Invitation to Bid for project S-R-2020-7, NED SHIP Housing Repair for 201 Pine Street was published in Vendor Registry on February 14, 2020 (Exhibit I), and accessed by 75 firms including construction bid resources such as the Construction Journal and Construction Bid Source. A mandatory pre-solicitation conference was held on February 21, 2020, at the property, which was attended by five firms. Three sealed bids were received on February 20, 2020, with David

H. Griffin Enterprises, LLC being the lowest, most responsive bidder with a base bid of \$38,100. SHIP funding will be cover \$30,000 of the repairs, which is the maximum allowed by the SHIP program as outlined in the Board approved Local Housing Assistance Plan, with the balance to come from Affordable Housing funds. The bid tabulation is included in Exhibit II and the Program Agreement is provided as Exhibit III.

Repairs for this property will include upgrading electrical to 200 amp service, installation of new plumbing supply lines; installation of new front door and associated framing at entry; replacement of gas heater in living room and installation of mini-split system; replacement of roof over laundry and porch area, installation of a new roof, repair of framing in carport/storage area, and assorted exterior repairs to correct code violations. This repair project will allow all code citations on this property to be corrected and close the open code enforcement case.

BUDGETARY IMPACT:

Funds are available in Fund 120/2018 SHIP, Cost Center 370205 or 2019 SHIP, Cost Center 370206 and Fund 124/Affordable Housing, Cost Center 370290.

LEGAL CONSIDERATIONS/SIGN-OFF:

The SHIP Housing Rehabilitation Services Program Agreement has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts. The project and Agreement are in compliance with the SHIP LHAP and the property owner meets all eligibility guidelines for assistance under this program.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division will submit the Purchase Order and will have administrative oversight of the project.

Attachments

Ex I-Bid Documents 201 Pine
Ex II-Bid Tabulation 201 Pine
Ex III-SHIP Agreement 201 Pine

EXHIBIT I	



Expired Solicitation

Manage expired solicitation

Solicitation Details Reopen Recruit Copy Analytics Questions

Set to 'In Review' Set to 'Awarded' Set to 'Cancelled' Notify

Add Note

Expired Solicitations / Expired Solicitation

Status: In Review

Solicitation: NED S-R-2020-7

Solicitation Request: NED SHIP HOUSING REPAIR for 201 Pine Street

Deadline: 2/28/2020 12:00 PM (Central Time)

Pre-Bid Meeting-Date: 2/21/2020 9:00 AM (Central Time)

Pre-Bid Meeting-Details: Mandatory pre-bid conference will be held at the project site on February

21, 2020 at 9:00 AM

Description:

NED SHIP single family housing rehabilitation project for Earlene Jackson located at 201 Pine Street, Cantonment, Fl. 32533. Repairs include roof repairs with cornice work, plumbing with shower fixtures and HVAC.

Allow Online Bid Submittal: No

Products and Services Keywords:

maintenance and repair residential buildings

- painting, maintenance and repair services
- · siding and roof
- siding and roof single family
- · home construction single family

Products and Services:

- Home Construction, Single Family
- Maintenance And Repair, Residential Buildings (Incl. Single Family Homes And Apartments)
- Painting, Maintenance And Repair Services (Including Caulking)

Documents:

- SHIP Housing Repair Specs-E. Jackson.pdf
- Pre-bid 201 Pine.pdf

Notified Vendors:

- 2/14/2020 850 Paint Pro (rick850@gmail.com)
- 2/14/2020 ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 2/14/2020 Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 2/14/2020 Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 2/14/2020 Angela Monteleone, Handywoman Services (amonteswb@gmail.com)
- 2/14/2020 Arkitektura Development Inc (bethacontreras@gmail.com)
- 2/14/2020 B2W Home Repair (b2wrepair@gmail.com)
- 2/14/2020 Baughn Renovations, LLC (oran@baughnrenovations.com)
- 2/14/2020 Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 2/14/2020 Beach Bum Renovations & More LLC (beachbumrenovations@gmail.com)
- 2/14/2020 Bill walther construction (billwaltherconstruction@gmail.com)
- 2/14/2020 Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 2/14/2020 Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 2/14/2020 Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 2/14/2020 Chris Perritt LLC (chrp4x4@aol.com)
- 2/14/2020 Citrus Sandblast (brandon@citrussandblast.com)
- 2/14/2020 Coastal Cottage Concierge (coastalc3@gmail.com)
- 2/14/2020 Construction Bid Source (chin@constructionbidsource.com)
- 2/14/2020 Construction Journal (bids@thecj.com)
- 2/14/2020 Corporate vision inc (corpvisioninc@gmail.com)
- 2/14/2020 Curley Construction of NW FL Inc (c2144@cox.net)
- 2/14/2020 D & K Concrete construction (dkconcrete24@gmail.com)
- 2/14/2020 D & R Painting Inc Group (dandrpaintinginc@gmail.com)
- 2/14/2020 David H Griffin Enterprises, LLC (bbdllc@yahoo.com)
- 2/14/2020 Dodge Data & Analytics (dodge.bidding@construction.com)
- 2/14/2020 Dodge Data & Analytics (s.kalyanaraman@construction.com)
- 2/14/2020 Duggins Services, Inc (asmith@dugginsservices.com)

- 2/14/2020 Duggins Services, Inc (sales@dugginsservices.com)
- 2/14/2020 E. O. Koch Construction Co. (mike@eokoch.com)
- 2/14/2020 Emerald Coast Constructors, Inc. (mark.ecc@cox.net)
- 2/14/2020 Emerald Coast Constructors, Inc. (rzimmerman.ecc@gmail.com)
- 2/14/2020 empire builders (mike@empirebuildersgroup.com)
- 2/14/2020 Empire Builders Group Inc (estimator@empirebuildersgroup.com)
- 2/14/2020 Emry Construction LLC (emryconstruction@gmail.com)
- 2/14/2020 English Brothers (sitoenglish@yahoo.com)
- 2/14/2020 Enterprise Pals, Inc. (nazim@enterprisepals.com)
- 2/14/2020 Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 2/14/2020 Grand Service Company, LLC. (gsc7149@gmail.com)
- 2/14/2020 Grand Service Company, LLC. (markg7149@gmail.com)
- 2/14/2020 Green Group Environmental, LLC (brian@greengroupenvironmental.com)
- 2/14/2020 Greenhut Construction (randy@greenhut.com)
- 2/14/2020 Homes By Vets (eric@homesbyvets.com)
- 2/14/2020 Huey's Works Corporation (admin@hueysworks.com)
- 2/14/2020 Hurley R&R, LLC (Hurleyrnr@yahoo.com)
- 2/14/2020 Infrastructure Specialty Services (kirk@issglobalservices.com)
- 2/14/2020 Infrastructure Specialty Services (tammy@issglobalservices.com)
- 2/14/2020 iSqFt (content@constructconnect.com)
- 2/14/2020 iSqFt (kosborn@isqft.com)
- 2/14/2020 J Green Construction Services, Inc. (jon@jgreenconstruction.net)
- 2/14/2020 J&E Construction (may@jeconstruct.com)
- 2/14/2020 Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 2/14/2020 JRM Construction Group (eddie.aldridge@jrmconstructiongroup.com)
- 2/14/2020 JRM Construction Group (jim.mizell@jrmconstructiongroup.com)
- 2/14/2020 JSX Incorporated (jsparks@jsxcorp.com)
- 2/14/2020 KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
- 2/14/2020 KWOIN CONSTRUCTION CORPORATION (kwoincorp@bellsouth.net)
- 2/14/2020 LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 2/14/2020 Mattair Construction Co., Inc. (becky@mattairconstruction.com)
- 2/14/2020 Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 2/14/2020 MCDELT LLC (nisbez@me.com)
- 2/14/2020 MCNORTON MECHANICAL CONTRACTORS (LMCNORTON@MCNORTONHVAC.COM)
- 2/14/2020 MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 2/14/2020 MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 2/14/2020 Mike Motes Builders LLC (amotes6912@aol.com)
- 2/14/2020 OliverSperry Renovation (tboyer@oliversperryrenovation.com)
- 2/14/2020 Olvera Company (mike@olveracompany.com)
- 2/14/2020 Olympus Painting Contractors Inc (lisa@olympuspainting.com)
- 2/14/2020 ParsCo, LLC (amir@pars-co.net)
- 2/14/2020 Pat's Pump & Blower (kfender@patspump.com)

- 2/14/2020 Pat's Pump & Blower (patspump@aol.com)
- 2/14/2020 Rabbit Repairman, LLC (rabbitrepairman@gmail.com)
- 2/14/2020 Reasor Building Group (matt.hall@rbg8a.com)
- 2/14/2020 Reisch Development and Construction Services, LLC (peggy@reischco.com)
- 2/14/2020 Renaissance BCI (jack@renaissance-bci.com)
- 2/14/2020 Reyco Contracting Solutions LLC (vgarrett@reycocontracting.com)
- 2/14/2020 Reyco Contracting Solutions LLC (vreynoso@reycocontracting.com)
- 2/14/2020 Rockwell Corporation (rockwellcorporation@gmail.com)
- 2/14/2020 Sessions Incorporated (sessionsincorporated@gmail.com)
- 2/14/2020 Southern Lifestyle Development Company (chris@rrcoa.com)
- 2/14/2020 Southern Lifestyle Development Company (derek@rrcoa.com)
- 2/14/2020 Sunbelt Rentals (Brent.McCurry@sunbeltrentals.com)
- 2/14/2020 Sunbelt Rentals (matt.rolfe@sunbeltrentals.com)
- 2/14/2020 Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 2/14/2020 Terry's Paint & Body Inc. (hbrowser@aol.com)
- 2/14/2020 Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 2/14/2020 Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 2/14/2020 Universal Pro Painting Inc. (universalpainting@mail.com)
- 2/14/2020 Utility Service Co, INC (rlee@uscofl.com)
- 2/14/2020 Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 2/14/2020 Vantage Construction Group (doug@vantageconstructiongroup.com)
- 2/14/2020 Wharton-Smith, Inc. (amatthews@whartonsmith.com)
- 2/14/2020 Wide Range Home Repair & Tractor Services (widerangehomerepair@gmail.com)
- 2/25/2020 850 Paint Pro (rick850@gmail.com)
- 2/25/2020 ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 2/25/2020 Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 2/25/2020 Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 2/25/2020 Angela Monteleone, Handywoman Services (amonteswb@gmail.com)
- 2/25/2020 Arkitektura Development Inc (bethacontreras@gmail.com)
- 2/25/2020 B2W Home Repair (b2wrepair@gmail.com)
- 2/25/2020 Baughn Renovations, LLC (oran@baughnrenovations.com)
- 2/25/2020 Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 2/25/2020 Beach Bum Renovations & More LLC (beachbumrenovations@gmail.com)
- 2/25/2020 Bill walther construction (billwaltherconstruction@gmail.com)
- 2/25/2020 Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 2/25/2020 Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 2/25/2020 Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 2/25/2020 Chris Perritt LLC (chrp4x4@aol.com)
- 2/25/2020 Citrus Sandblast (brandon@citrussandblast.com)
- 2/25/2020 Coastal Cottage Concierge (coastalc3@gmail.com)
- 2/25/2020 Construction Bid Source (chin@constructionbidsource.com)
- 2/25/2020 Construction Journal (bids@thecj.com)

- 2/25/2020 Corporate vision inc (corpvisioninc@gmail.com)
- 2/25/2020 Curley Construction of NW FL Inc (c2144@cox.net)
- 2/25/2020 D & K Concrete construction (dkconcrete24@gmail.com)
- 2/25/2020 D & R Painting Inc Group (dandrpaintinginc@gmail.com)
- 2/25/2020 David H Griffin Enterprises, LLC (bbdllc@yahoo.com)
- 2/25/2020 Dodge Data & Analytics (dodge.bidding@construction.com)
- 2/25/2020 Dodge Data & Analytics (s.kalyanaraman@construction.com)
- 2/25/2020 Duggins Services, Inc (asmith@dugginsservices.com)
- 2/25/2020 Duggins Services, Inc (sales@dugginsservices.com)
- 2/25/2020 E. O. Koch Construction Co. (mike@eokoch.com)
- 2/25/2020 Emerald Coast Constructors, Inc. (mark.ecc@cox.net)
- 2/25/2020 Emerald Coast Constructors, Inc. (rzimmerman.ecc@gmail.com)
- 2/25/2020 empire builders (mike@empirebuildersgroup.com)
- 2/25/2020 Empire Builders Group Inc (estimator@empirebuildersgroup.com)
- 2/25/2020 Emry Construction LLC (emryconstruction@gmail.com)
- 2/25/2020 English Brothers (sitoenglish@yahoo.com)
- 2/25/2020 Enterprise Pals, Inc. (nazim@enterprisepals.com)
- 2/25/2020 Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 2/25/2020 Grand Service Company, LLC. (gsc7149@gmail.com)
- 2/25/2020 Grand Service Company, LLC. (markg7149@gmail.com)
- 2/25/2020 Green Group Environmental, LLC (brian@greengroupenvironmental.com)
- 2/25/2020 Greenhut Construction (randy@greenhut.com)
- 2/25/2020 Homes By Vets (eric@homesbyvets.com)
- 2/25/2020 Huey's Works Corporation (admin@hueysworks.com)
- 2/25/2020 Hurley R&R, LLC (Hurleyrnr@yahoo.com)
- 2/25/2020 Infrastructure Specialty Services (kirk@issglobalservices.com)
- 2/25/2020 Infrastructure Specialty Services (tammy@issglobalservices.com)
- 2/25/2020 iSqFt (content@constructconnect.com)
- 2/25/2020 iSqFt (kosborn@isqft.com)
- 2/25/2020 J Green Construction Services, Inc. (jon@jgreenconstruction.net)
- 2/25/2020 J&E Construction (may@jeconstruct.com)
- 2/25/2020 Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 2/25/2020 JRM Construction Group (eddie.aldridge@jrmconstructiongroup.com)
- 2/25/2020 JRM Construction Group (jim.mizell@jrmconstructiongroup.com)
- 2/25/2020 JSX Incorporated (jsparks@jsxcorp.com)
- 2/25/2020 KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
- 2/25/2020 KWOIN CONSTRUCTION CORPORATION (kwoincorp@bellsouth.net)
- 2/25/2020 LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 2/25/2020 Mattair Construction Co., Inc. (becky@mattairconstruction.com)
- 2/25/2020 Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 2/25/2020 MCDELT LLC (nisbez@me.com)
- 2/25/2020 MCNORTON MECHANICAL CONTRACTORS (LMCNORTON@MCNORTONHVAC.COM)

- 2/25/2020 MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 2/25/2020 MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 2/25/2020 Mike Motes Builders LLC (amotes6912@aol.com)
- 2/25/2020 OliverSperry Renovation (tboyer@oliversperryrenovation.com)
- 2/25/2020 Olvera Company (mike@olveracompany.com)
- 2/25/2020 Olympus Painting Contractors Inc (lisa@olympuspainting.com)
- 2/25/2020 ParsCo, LLC (amir@pars-co.net)
- 2/25/2020 Pat's Pump & Blower (kfender@patspump.com)
- 2/25/2020 Pat's Pump & Blower (PatrickJ@Patspump.com)
- 2/25/2020 Pat's Pump & Blower (patspump@aol.com)
- 2/25/2020 Rabbit Repairman, LLC (rabbitrepairman@gmail.com)
- 2/25/2020 Reasor Building Group (matt.hall@rbg8a.com)
- 2/25/2020 Reisch Development and Construction Services, LLC (peggy@reischco.com)
- 2/25/2020 Renaissance BCI (jack@renaissance-bci.com)
- 2/25/2020 Reyco Contracting Solutions LLC (vgarrett@reycocontracting.com)
- 2/25/2020 Reyco Contracting Solutions LLC (vreynoso@reycocontracting.com)
- 2/25/2020 Rockwell Corporation (rockwellcorporation@gmail.com)
- 2/25/2020 Rowe Roofing (cole@roweroofing.com)
- 2/25/2020 Sessions Incorporated (sessionsincorporated@gmail.com)
- 2/25/2020 Southern Lifestyle Development Company (chris@rrcoa.com)
- 2/25/2020 Southern Lifestyle Development Company (derek@rrcoa.com)
- 2/25/2020 Sunbelt Rentals (Brent.McCurry@sunbeltrentals.com)
- 2/25/2020 Sunbelt Rentals (matt.rolfe@sunbeltrentals.com)
- 2/25/2020 Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 2/25/2020 Terry's Paint & Body Inc. (hbrowser@aol.com)
- 2/25/2020 Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 2/25/2020 Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 2/25/2020 Universal Pro Painting Inc. (universalpainting@mail.com)
- 2/25/2020 Utility Service Co, INC (rlee@uscofl.com)
- 2/25/2020 Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 2/25/2020 Vantage Construction Group (doug@vantageconstructiongroup.com)
- 2/25/2020 Wharton-Smith, Inc. (amatthews@whartonsmith.com)
- 2/25/2020 Wide Range Home Repair & Tractor Services (widerangehomerepair@gmail.com)
- 3/10/2020 850 Paint Pro (rick850@gmail.com)
- 3/10/2020 ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 3/10/2020 Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 3/10/2020 Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 3/10/2020 Angela Monteleone, Handywoman Services (amonteswb@gmail.com)
- 3/10/2020 Arkitektura Development Inc (bethacontreras@gmail.com)
- 3/10/2020 B2W Home Repair (b2wrepair@gmail.com)
- 3/10/2020 Baughn Renovations, LLC (oran@baughnrenovations.com)
- 3/10/2020 Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)

- 3/10/2020 Beach Bum Renovations & More LLC (beachbumrenovations@gmail.com)
- 3/10/2020 Bill walther construction (billwaltherconstruction@gmail.com)
- 3/10/2020 Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 3/10/2020 Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 3/10/2020 Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 3/10/2020 Chris Perritt LLC (chrp4x4@aol.com)
- 3/10/2020 Citrus Sandblast (brandon@citrussandblast.com)
- 3/10/2020 Coastal Cottage Concierge (coastalc3@gmail.com)
- 3/10/2020 Construction Bid Source (chin@constructionbidsource.com)
- 3/10/2020 Construction Journal (bids@theci.com)
- 3/10/2020 Corporate vision inc (corpvisioninc@gmail.com)
- 3/10/2020 Curley Construction of NW FL Inc (c2144@cox.net)
- 3/10/2020 D & K Concrete construction (dkconcrete24@gmail.com)
- 3/10/2020 D & R Painting Inc Group (dandrpaintinginc@gmail.com)
- 3/10/2020 David H Griffin Enterprises, LLC (bbdllc@yahoo.com)
- 3/10/2020 Dodge Data & Analytics (dodge.bidding@construction.com)
- 3/10/2020 Dodge Data & Analytics (s.kalyanaraman@construction.com)
- 3/10/2020 Duggins Services, Inc (asmith@dugginsservices.com)
- 3/10/2020 Duggins Services, Inc (sales@dugginsservices.com)
- 3/10/2020 E. O. Koch Construction Co. (mike@eokoch.com)
- 3/10/2020 Emerald Coast Constructors, Inc. (mark.ecc@cox.net)
- 3/10/2020 Emerald Coast Constructors, Inc. (rzimmerman.ecc@gmail.com)
- 3/10/2020 empire builders (mike@empirebuildersgroup.com)
- 3/10/2020 Empire Builders Group Inc (estimator@empirebuildersgroup.com)
- 3/10/2020 Emry Construction LLC (emryconstruction@gmail.com)
- 3/10/2020 English Brothers (sitoenglish@yahoo.com)
- 3/10/2020 Enterprise Pals, Inc. (nazim@enterprisepals.com)
- 3/10/2020 Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 3/10/2020 Grand Service Company, LLC. (gsc7149@gmail.com)
- 3/10/2020 Grand Service Company, LLC. (markg7149@gmail.com)
- 3/10/2020 Green Group Environmental, LLC (brian@greengroupenvironmental.com)
- 3/10/2020 Greenhut Construction (randy@greenhut.com)
- 3/10/2020 Homes By Vets (eric@homesbyvets.com)
- 3/10/2020 Huey's Works Corporation (admin@hueysworks.com)
- 3/10/2020 Hurley R&R, LLC (Hurleyrnr@yahoo.com)
- 3/10/2020 Infrastructure Specialty Services (kirk@issglobalservices.com)
- 3/10/2020 Infrastructure Specialty Services (tammy@issglobalservices.com)
- 3/10/2020 iSqFt (content@constructconnect.com)
- 3/10/2020 iSqFt (kosborn@isqft.com)
- 3/10/2020 J Green Construction Services, Inc. (jon@jgreenconstruction.net)
- 3/10/2020 J&E Construction (may@jeconstruct.com)
- 3/10/2020 Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 3/10/2020 JRM Construction Group (eddie.aldridge@jrmconstructiongroup.com)

- 3/10/2020 JRM Construction Group (jim.mizell@jrmconstructiongroup.com)
- 3/10/2020 JSX Incorporated (jsparks@jsxcorp.com)
- 3/10/2020 KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
- 3/10/2020 KWOIN CONSTRUCTION CORPORATION (kwoincorp@bellsouth.net)
- 3/10/2020 LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 3/10/2020 Mattair Construction Co., Inc. (becky@mattairconstruction.com)
- 3/10/2020 Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 3/10/2020 MCDELT LLC (nisbez@me.com)
- 3/10/2020 MCNORTON MECHANICAL CONTRACTORS (LMCNORTON@MCNORTONHVAC.COM)
- 3/10/2020 MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 3/10/2020 MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 3/10/2020 MD Thomas Construction LLC (laura@mdthomasconstruction.com)
- 3/10/2020 Mike Motes Builders LLC (amotes6912@aol.com)
- 3/10/2020 OliverSperry Renovation (tboyer@oliversperryrenovation.com)
- 3/10/2020 Olvera Company (mike@olveracompany.com)
- 3/10/2020 Olympus Painting Contractors Inc (lisa@olympuspainting.com)
- 3/10/2020 ParsCo, LLC (amir@pars-co.net)
- 3/10/2020 Pat's Pump & Blower (kfender@patspump.com)
- 3/10/2020 Pat's Pump & Blower (PatrickJ@Patspump.com)
- 3/10/2020 Pat's Pump & Blower (patspump@aol.com)
- 3/10/2020 Rabbit Repairman, LLC (rabbitrepairman@gmail.com)
- 3/10/2020 Reasor Building Group (matt.hall@rbg8a.com)
- 3/10/2020 Reisch Development and Construction Services, LLC (peggy@reischco.com)
- 3/10/2020 Renaissance BCI (jack@renaissance-bci.com)
- 3/10/2020 Reyco Contracting Solutions LLC (vgarrett@reycocontracting.com)
- 3/10/2020 Reyco Contracting Solutions LLC (vreynoso@reycocontracting.com)
- 3/10/2020 Rockwell Corporation (rockwellcorporation@gmail.com)
- 3/10/2020 Rowe Roofing (cole@roweroofing.com)
- 3/10/2020 Sessions Incorporated (sessionsincorporated@gmail.com)
- 3/10/2020 Southern Lifestyle Development Company (chris@rrcoa.com)
- 3/10/2020 Southern Lifestyle Development Company (derek@rrcoa.com)
- 3/10/2020 Sunbelt Rentals (Brent.McCurry@sunbeltrentals.com)
- 3/10/2020 Sunbelt Rentals (matt.rolfe@sunbeltrentals.com)
- 3/10/2020 Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 3/10/2020 Terry's Paint & Body Inc. (hbrowser@aol.com)
- 3/10/2020 Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 3/10/2020 Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 3/10/2020 Universal Pro Painting Inc. (universalpainting@mail.com)
- 3/10/2020 Utility Service Co, INC (rlee@uscofl.com)
- 3/10/2020 Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 3/10/2020 Vantage Construction Group (doug@vantageconstructiongroup.com)
- 3/10/2020 Wharton-Smith, Inc. (amatthews@whartonsmith.com)

• 3/10/2020 - Wide Range Home Repair & Tractor Services (widerangehomerepair@gmail.com)

Additions:

Addition 1: In Review

Posted: 3/10/2020

Description:

Contract Award to be considered at 04/02/20 BCC meeting

Documents:

• Bid Tab 201 Pine.docx

Addition 2: In Review

Posted: 3/10/2020

Description:

Contract Award to be considered at 04/02/20 BCC meeting

Documents:

• Bid Tab 201 Pine.docx

Need help? Contact our Government Support Team at 844-247-4220 (toll-free) or email: buyersupport@vendorregistry.com

© Copyright Vendor Registry 2020 | Terms of Use | Privacy Policy

EXHIBIT II

Escambia County Neighborhood Enterprise Division (NED) Housing Repair Program Public Notice of Recommended Award Bid Tabulation

Bid Opening Date: <u>03/02/20</u> Bid Opening Time: <u>2:15 P.M.</u>

Bid Opening Location: <u>221 Palafox Place</u>, <u>Suite 200</u>

Solicitation Number: NED S-R-2020-7

Solicitation Name: NED SHIP Housing Repair for 201 Pine Street

AGENCY NAME	BASE BID	ALTERNATE 1	ALTERNATE 2	GRAND TOTAL
Design Homebuilders Inc	\$41,150.00	N/A		
David H. Griffin Enterprises	\$38,100.00	N/A		
Mike Motes Builders LLC	\$41,725.00	N/A		

Bids Opened By: George Bell, NED

Bids Witnessed By: Christine Crespo, NED; Shannon Erdwins, Clerk of Court (COC)

Neighborhood Enterprise Division recommends to the BOCC to award a contract to David H. Griffin Enterprises, LLC for the base bid of \$38,100.00.

Status: <u>Under Review</u>

BCC Meeting Date: 04/02/20

SHIP HOUSING REHABILITATION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between <u>Earlene Jackson</u> (hereinafter referred to as "Owner"), and <u>David H. Griffin Enterprises, LLC.</u> (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division (hereinafter referred to as "NED"), has established the **SHIP Housing Rehabilitation Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a SHIP Housing Rehabilitation Services loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

- **NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:
- **Section 1.** Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- **Section 2.** Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at 201 Pine Street, Cantonment, FL 32533 (hereinafter referred to as "Project"), in accordance with the Scope of Work, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.
- **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 an amount not to exceed the total sum of \$\frac{\text{Thirty Eight}}{\text{Thousand One Hundred Dollars (\$38,100.00) [comprised of \$30,000 in SHIP funds and \$8100 in Affordable Housing funds] (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. If the Contract Amount is \$15,000 or less then the County shall issue payment to the Contractor in a single lump sum upon satisfactory completion of the Project. If the Contract Amount exceeds \$15,000 then the County shall issue two payments to Contractor as follows: 40% of the Contract Amount will be paid when 50% of the scope of work is certified complete by NED; the remaining 60% of the Contract Amount will be paid upon full completion of the scope of work and acceptance by NED.

Contractor may request payments by the submission of a properly executed original invoice with appropriate supporting documentation. Payments will be made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (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 Agreement.

All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Section 5. <u>Bonds.</u> If the Contract Amount exceeds \$25,000, the Contractor shall provide *Performance and Payment Bonds*, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

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.

Pursuant to §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 6. <u>Notice to Proceed</u>. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30)** calendar days from the date of award. Contractor shall commence work within **seven (7)** calendar days from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within thirty (30) calendar days from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$50.00 for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED 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 inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

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 actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

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 8. <u>Delays</u>. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner's unreasonable interference or other 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/NED 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.

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 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized 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 the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A Change Order, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED 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 the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. <u>Project Site Protection</u>. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon 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.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery 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.

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 11. Final Completion. The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D**; (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. <u>Tests and Inspections</u>. The County/NED, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

If any work that is to be inspected, tested or approved is covered without written concurrence

from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from County, such work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. Reports. Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, 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.

Contractor shall keep all records and supporting documentation which 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. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement 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 14. <u>Defective Work.</u> Work not conforming to the requirements of the Agreement shall be deemed "defective work." If required by County, Contractor shall either cure all defective work, whether or not fabricated, installed or completed, or, if the defective work has been rejected by County, remove it from the site and replace it. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

If the County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective work, 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.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

Should the County determine, at its sole opinion, it is in the County's best interest to accept defective work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective work, incorporating the necessary revisions in the Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

If Contractor fails, within a reasonable time after the written notice from County, to correct defective work or to remove and replace rejected defective work as required by County, or if Contractor fails to perform the work in accordance with the Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after seven (7) calendar 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 possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Agreement, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by County of County's rights and remedies hereunder.

Section 15. <u>Termination.</u>

15.1 Termination for Contractor's Default. 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: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as

directed by the County; or (c) 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 (d) discontinues the prosecution of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED 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.

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 attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

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.

15.2 <u>Termination for Owner's Default</u>. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc.) shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

- **15.3** Termination for Convenience. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice of termination to Contractor and Owner. 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, 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. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.
- **15.4** Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of SHIP funds, and the County/NED reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.
- **15.5** <u>Notice of Suspension</u>. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** 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 Agreement. 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 16. <u>Indemnification.</u> To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Florida statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. <u>Subcontracts</u>. The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be

responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. <u>Independent Contractor Status.</u> In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. <u>Warranty</u>. Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights,

Section 21. Utilities [CHECK ONE]:

electrical power, and water necessary to complete the Project.	
☐ The Owner will permit the Contractor to use the water at no extra cost. assumes all obligation/liability regarding the electrical power necessary to certificate.	

Section 22. Owner's Responsibilities. The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the project. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. The Owner is responsible for reinstallation of area rugs, draperies, wall coverings and/or furniture at project completion unless otherwise specified in the Project Scope of Work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project.

Section 23. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE

MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee. FL 32399

Section 24. <u>Dispute Resolution</u>. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and 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. Owner and 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, Owner and Contractor agree 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 that any party 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 parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND 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, FL 32502 850-595-4947

Section 26. <u>Entire Agreement</u>. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. Permits. The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 28. <u>Compliance with Laws.</u> Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

Section 30. Notices. Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Earlene Jackson	David H. Griffin
Neighborhood Enterprise Division	201 Pine St	David H. Griffin Enterprises, LLC
221 Palafox Place, Suite 200	Cantonment, FL 32533	2176 Bumpy Rd.
Pensacola, FL 32502		Cantonment, FL 32533

All notices shall be sent by certified mail, return receipt requested.

- **Section 31.** <u>No Discrimination.</u> The Owner and Contractor 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.
- **Section 32.** <u>No Waiver</u>. This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- **Section 33.** Governing Law. 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.
- **Section 34.** Severability. 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.
- **Section 35.** Headings. 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.
- **Section 36.** <u>Authority</u>. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Signature of Contractor:	Signature of Owner(s):
Firm Name, Address, City, State, Zip:, David H. Griffin Enterprises, LLC 2176 Bumpy Road Cantonment, FL 32533	Name, Address, City, State, Zip: Earlene Jackson 201 Pine St Cantonment, FL 32533
FL and County License No.:	
Witness:	Witness:
Witness:	Witness:
Date of Bid: 3/2/2020	Date of BCC Acceptance: 4/2/2020
	ESCAMBIA COUNTY, FLORIDA:
Witness:	By: Janice P. Gilley, County Administrator
Witness:	Date:
	Approved as to form and legal sufficiency.
	By/Title: Kristin D. Hual, SACA

Date: <u>03-18-2020</u>

SHIP Housing Repair Program Specifications Earline Jackson 201 Pine Street Cantonment, FL 32533 PAGE 1

GENERAL:

- The subject Housing Unit was built prior to 1978 and therefore is a "targeted property" under the EPA's RRP Rule, as some painted surfaces may be disturbed. Therefore, the implementation of "safe work practices" is required along with submittal by the RRP Contractor of "Renovation Recordkeeping Checklist" form
- There is no Federal Funding on this project.

ELECTRICAL:

Upgrade electrical system to 200 amp service, a new meter base/power pack and riser will be required.

Install new hardwired smoke/carbon dioxide detectors with battery back-up as required per Escambia County Code.

Replace/install GFI's as required by Escambia County Code.

PLUMBING:

Install gas shut off valves at appliances as required by Escambia County Code.

Replace fresh water supply lines going to fixtures and appliances, also to include 2 sill cocks on exterior of home as required as per Escambia County Code.

Main supply line from meter to house is to be replaced if required with 160 psi PVC pipe Install a new Delta shower faucet and valve model T13220 or equivalent with remodel plate. Install a plumbing access with trim at shower in bedroom.

Install new all metal Stainless steel sink baskets with strainers on kitchen sink.

Install all new ¼ turn brass valves as required per Escambia County Code.

Install all new drain assembly from fixture to waste on kitchen sink.

Install new braided supply lines to toilet, vanity and kitchen sink.

Extend washer soil pipe to above roof line.

FRONT DOOR:

Repair framing and underlayment at area of front door, install new vinyl floor or VCT in area of repair.

Replace front entry door unit with a hurricane rated metal clad insulated 6 panel colonial door unit with threshold, weather stripping, peep hole and trim.

Install new dead bolt and lock set that are keyed alike on new door unit.

Paint new door unit to match existing as close as possible inside and out.

SHIP Housing Repair Program Specifications Earlene Jackson 201 Pine Street Cantonment, FL 32533 PAGE 2

MECHANICAL:

Remove old gas heater and exhaust duct, cap off gas. Repair drywall and texture to match surrounding area as close as possible. Repair roof and decking to match existing as close as possible.

Remove though wall AC unit in living room. Repair drywall and texture to match surrounding area as close as possible, insulate area and repair siding to match existing as close as possible.

Install a mini split triple zone system that is a minimum of 27,000 BTU, 16 seer and Energy Star rated.

LAUNDRY/PORCH 24'X10 LOW PITCH AREA:

Remove existing roof covering to the decking and replace any deteriorated or damaged decking with like, kind and quality of existing materials (figure 96 sq. ft.).

Refasten and certify decking attachment as per Escambia County Building Code.

Replace existing drip edge with new metal drip edge.

Install self-adhering granulated modified bitumen roll roofing as per manufacturer specifications on low slope area, matching color of main roof as close as possible.

Replace existing metal drip edge with new white metal drip edge.

Repair cornice system as required and install new metal fascia, freeze and vinyl soffit with associated trim on porch cornice (approximately 44 lineal feet).

WHEELCHAIR RAMP:

Build ADA approved ramp at front entrance, ramp is to be constructed of treated pine. Install rails with pickets around front porch, tie new rails into new ramp.

EXHIBIT B PERFORMANCE AND PAYMENT BOND

BOND NO.						
	_	 -	$\overline{}$	_	_	_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That				
(Incort name	address and phane number of centracter), as Dringing Land			
(insert name	e, address, and phone number of contractor), as Principal, and			
(Insert full na	ame, home office address and phone number of surety) as Surety, are held and firmly bound unto the			
Board of Co	unty 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			
representativ	ves, 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	e of project, including legal description, street address of property and general description of			
improvemen	t) in accordance with drawings and specifications, which contract is by reference made a part			
hereof, and i	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			
2	Device was the automate and all years and materials from ished under the Contract and its late to the			
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			

Principal understands and agrees that this bond shall remain in full force and effect throughout

the ONE (1) year warranty period after substantial completion of the work.

4.

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: Witnesses as to Principal STATE OF _____ COUNTY OF _____ The foregoing instrument was acknowledged before me this _____ day of _____ _____, as _____, a ______ corporation, on behalf of the corporation. He/she as identification and did (did not) take is personally known to me **OR** has produced an oath. My Commission Expires: (Signature) Name: (Legibly Printed) Notary Public, State of _____ (AFFIX OFFICIAL SEAL) Serial No., If Any: ATTEST: SURETY: (Printed Name)

	
Witness	(Business Address)
	(Authorized Signature)
Witness	
	(Printed Name) OR
	As Attorney In Fact (Attach Power)
Witnesses	(During Additional)
	(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 Surety, on behalf of Surety. He/she is personally known to me as identification and did (did not) take an oath.
My Commission Expires:	(Signature)
(AFFIX OFFICIAL SEAL)	Name: (Legibly Printed) Notary Public, State of Serial No., If Any:

BOND	NO.	
00110		

PAYMENT BOND

BY THIS BOND , We,	
(Insert name, address	and phone number of contractor) (hereinafter called the "Principal")
and(Insert name)	(hereinafter called the "Surety"),
located at(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	e 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 pers jointly and severally.	sonal representatives, our successors and our assignees,
WHEREAS, Principal and County have reached	d 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	street address of property and general description of
said Contract being made a part of this Bond by this ref	erence.
NOW, THEREFORE, THE CONDITION OF TH	IS BOND IS THAT IF THE PRINCIPAL:
Performs the contract dated of, the contract be and in the manner prescribed in the	_,, between Principal and County for construction eing made a part of this bond by reference, at the times e contract; and
2. Promptly makes payments to all cla	nimants, as defined in Section 255.05(1), Florida Statutes,

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

the prosecution of the work provided for in the contract; and

supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in

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.

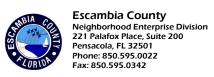
Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

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 p	oower-of-attorney).	
Signed, sealed and delivered			
in the presence of:	PRINCIPAL:		
	 By:		
Witnesses as to Principal			
STATE OF			
COUNTY OF	_		
The foregoing instrument	was acknowledged before m	e this day of	
20, by	· · · · · · · · · · · · · · · · · · ·	as	, of
	, a	_ corporation, on beh	alf of the corporation.
He/she is personally known to me	OR has produced	as id	entification and did (did
not) take an oath.			
My Commission Expires:			
	(Signature)		
	Name:		
	(Legibly Printed)	
(AFFIX OFFICIAL SEAL)	Notary Public, S	state of	
	Serial No., If An	y:	

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	
	vas acknowledged before me this day of,
	, as of as Surety, on behalf of Surety. He/she is personally known to me
	as identification and did (did not) take an oath.
My Commission Expires:	
, Селиновияр.пов	(Signature)
	Name:
	(Legibly Printed)
(AFFIX OFFICIAL SEAL)	Notary Public, State of
	Serial No If Anv:



CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: Date:	Homeowner(s): Address:		
The following changes to the above contract a	are hereby made based upon the following justification:		
Change order scope of work (or attach specific	cations as necessary):		
	SUMMARY		
	Original Start Date (NTP): Original Contract Period: Previous Completion Date: This Change Order () Increase () Decrease New Contract Period New Completion Date APPROVALS val is required on any change order that increases the nichever is greater. NEIGHBORHOOD ENTERPRISE DIVISION:		
Homeowner Signature	Rehabilitation Specialist or Program Director		
Print Name Date	Print Name Date		
Homeowner Signature	Division Manager		
Print Name Date	Print Name Date		
CONTRACTOR:			
Signature			
Print Name Date			
Firm Name			

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

3 Originals: Homeowner, Contractor, File

FINAL RELEASE AND WARRANTY

3 originals: Homeowner, Contractor, NED



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17702 County Administrator's Report 8. 5.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Interlocal Cost-Sharing Agreement for Lee Street Sidewalks,

Drainage, and Sanitary Sewer Project

From: CLARA LONG, Acting Director Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Cost-Sharing Agreement for Lee Street
Sidewalks, Drainage, and Sanitary Sewer Project - Clara Long, Interim Neighborhood &
Human Services Department Director

That the Board take the following action concerning the Lee Street Sidewalks, Drainage, and Sanitary Sewer Project:

A. Approve the Interlocal Cost-Sharing Agreement, subject to legal approval, between Escambia County and the Emerald Coast Utilities Authority (ECUA) for construction services for the Lee Street Sidewalks, Drainage, and Sanitary Sewer Project; and

B. Authorize the Chairman or Vice Chairman to sign the Agreement.

[Funding: Fund 352/LOST III, NESD/CRA: \$900,000; Fund 129/2018 CDBG, Cost Center 370232: \$27,725; and Fund 129/2019 CDBG, Cost Center 370234: \$474,080]

BACKGROUND:

The Neighborhood & Human Services Department, in coordination with ECUA and Escambia County Engineering, has completed the design phase of the Lee Street Sidewalks, Drainage, and Sanitary Sewer Project to provide sewer, sidewalks, and drainage improvements along Lee Street from Kirk Street to "W" Street, as well as from West Brainerd on Shoemaker. Approximately 3010 linear feet of sidewalks will be added. Funds have been allocated from LOST III and CDBG funds. The Board is entering into an Interlocal Cost-Sharing Agreement with ECUA

for this project. Since the County and ECUA have identified funds to proceed with construction, this Interlocal Agreement is prepared to establish a budget for reimbursement funds, in a not-to-exceed amount of \$502,892.18, from ECUA. After bids are received, percentages may be adjusted as needed to reflect actual bid costs instead of estimated construction costs.

BUDGETARY IMPACT:

ECUA will reimburse the County for potable water and general construction costs incurred and invoiced, as outlined in the contract. County funds are available in Fund 352/LOST III, NESD/CRA and Fund 129/2018 and 2019 CDBG.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement has been reviewed by Stephen West, Senior Assistant County Attorney, and is subject to final review and approval pending ECUA legal approval.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, implementation of the project will be a coordinated effort between ECUA, Neighborhood & Human Services Department, and Escambia County Engineering. Specifications will be provided to Purchasing to put out for solicitation.

Attachments

ECUA Cost Sharing Agreement Lee ST

STATE OF FLORIDA COUNTY OF ESCAMBIA

INTERLOCAL COST-SHARING AGREEMENT (Lee Street Sidewalks, Drainage, and Sanitary Sewer Project)

THIS AGREEMENT, made and entered into as of the _____ day of ______, 2020, by and between the COUNTY OF ESCAMBIA, a political subdivision of the State of Florida (hereinafter "County"), and the EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic, of the State of Florida (hereinafter "ECUA") (collectively the "Parties"), is as follows:

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County and ECUA are authorized by Section 163.01, Florida Statutes, to enter into interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, ECUA provides water and wastewater services in certain defined areas in Escambia County, Florida; and

WHEREAS, the County is responsible for stormwater drainage, sidewalks, and roadway facilities in the unincorporated portions of Escambia County, Florida; and

WHEREAS, the County's Neighborhood and Human Services Department approached ECUA to consider sewer expansion in the Brownsville area, in the Lee Street corridor, as that area is a Community Redevelopment Area which presently lacks sewer service and is suffering from failing septic systems and is a U.S. Department of Housing and Urban Development (HUD) eligible low/moderate income area; and

WHEREAS, ECUA has identified a need to install a sanitary sewer expansion project to take place in certain portions of the Lee Street area of Escambia County, Florida; and

WHEREAS, the County has identified a need for drainage and roadway improvements in certain portions of the Lee Street area of Escambia County, Florida; and

WHEREAS, ECUA and the County have both budgeted funds to implement the construction of the Lee Street Sidewalks, Drainage, and Sanitary Sewer Project (hereinafter "the Project"); and

WHEREAS, the Parties recognize that two construction projects being performed in the same geographical area at different times would be more disruptive than a single combined project in which sewer expansion, roadway, and drainage improvements were addressed

simultaneously; and

WHEREAS, the Parties further recognize that certain economies of scale can be achieved by combining the projects rather than designing and constructing them separately; and

WHEREAS, ECUA requested the County include construction improvements for sewer expansion within the project scope for the construction of the drainage and roadway improvements of the Project; and

WHEREAS, the County agreed to this request; and

WHEREAS, the County has allocated HUD Community Development Block Grant (CDBG) funding to implement the Project; and

WHEREAS, the installation of sanitary sewer, roadway improvements, and stormwater infrastructure are grant eligible expenditures; and

WHEREAS, upon completion of the design, the County intends to bid and award applicable construction contract(s) to install said sanitary sewer, roadway, and drainage improvements in compliance with the Code of Ordinances of Escambia County, FL1999, Chapter 46, Finance, Article II, Division 3, sections 87-90, Purchases and Contracts, when construction funds have been identified by both parties; and

WHEREAS, the Parties desire to enter into this Interlocal Cost Sharing Agreement for the Project;

NOW THEREFORE, in consideration of mutual terms, covenants, and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

- 1. <u>Recitals</u>. The above recitals are true and correct and are incorporated in this Agreement as fully as if set forth herein.
- 2. <u>Entry into Contract</u>. In return for the promises contained herein, the County will enter into contract/s to construct the sewer expansion improvements and the drainage/roadway improvements for the Project that will serve both Parties. The County will also administer the contract(s), with input and guidance from ECUA.
- 3. <u>Cost Sharing</u>. The County will pay all costs associated with the construction of the Project. However, starting with the issuance of the notice to proceed to the awarded contractor(s) and after the County has covered costs associated with the first \$502,892.18 of construction cost attributed to ECUA, ECUA shall reimburse the County (a) one hundred percent (100%) of the associated costs incurred as part of the potable water improvement aspects of the project and (b) 35 percent (35%) of the associated costs incurred as part of the Miscellaneous Items. All such reimbursements from ECUA shall be paid within thirty (30) days of ECUA's receipt

of such invoices from the County for completed work. Based upon the Parties present estimate of total project costs, the ECUA's reimbursement to the County, pursuant to this paragraph, for expenditures on the Project shall not exceed \$502,892.18 absent further action by the ECUA Board.

4. <u>Change Orders.</u> The Parties, however, acknowledge that there may be Change Orders requiring cost adjustments in the event certain unforeseen conditions arise. The County Engineer, or designee, shall have the right to approve any requested change orders submitted by the engineering-design firm or subsequent contractor(s) regarding the drainage, roadway, and sanitary sewer improvements, but in no event shall the ECUA's reimbursement obligation exceed the total sum of \$502,892.18, absent further action by the ECUA Board.

5. Notice and Contact:

- a. All notices provided under or pursuant to this Agreement shall be in writing, either by hand, email, or mail, to the representatives named below, at the address below:
 - b. Name and contact information of the County's project manager:

Thomas "TJ" Williams, Utility Coordinator Project Manager Escambia County Engineering Division of Public Works 3363 W. Park Place Pensacola, FL 32526

Telephone: (850) 595-3417

Email: tjwilliams@myescambia.com

c. Name and contact information of ECUA's project manager:

Keith Fell, P.E., Manager of Engineer Projects 9300 Sturtevant St Pensacola, FL 32514

Telephone: (850) 969-6653 Email: keith.fell@ecua.fl.gov

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in subparagraph 5 (a) above.
- 6. <u>Plan Review and Inspection</u>. Both parties shall inspect all improvements contemplated under this Agreement at any time during the construction process. ECUA shall provide a full-time inspector and validate acceptance of said work within two weeks of installation. Both parties shall be in agreement prior to acceptance and sign-off of any work associated with the project.

- 7. <u>Documentation of Work</u>. The County agrees to fully document completion of all said work associated with this project, in writing, by ensuring copies are provided to ECUA of all meeting notes, plans, design documentation, as-built drawings and such other documentation as reasonably required by either Party.
- 8. Ownership and Maintenance. The Parties agree that all drainage and roadway system improvements resulting from the work under this Agreement shall become the property of the County after the satisfactory completion of said documentation and improvements. The Parties further agree that all water and wastewater improvements resulting from the work under this agreement shall become the property of ECUA after the satisfactory completion of said documentation and improvements. Thereafter, the County shall become responsible for maintaining, operating, and protecting said roadway and drainage improvements, and ECUA shall become responsible for maintaining, operating, and protecting said water and wastewater improvements.
- 9. <u>Liability</u>. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or any association whatsoever between ECUA and the County.
- 10. <u>Term of Agreement</u>. This Agreement shall terminate upon the completion of the work contemplated under this Agreement and ECUA's having reimbursed the County for all costs for which it is responsible under paragraph 3 of this Agreement, above, barring any warranty issues.
- 11. <u>Termination</u>. This Agreement may be terminated by either Party for cause, and only after the Party seeking termination has notified the other Party of the alleged default on the contract and has provided the defaulting Party a reasonable opportunity to cure, which shall be no less than thirty (30) days' time.
- 12. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party shall give the first Party written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the first Party may terminate this Agreement for cause. Specifically, the

County agrees to:

- a. Keep and maintain public records required by ECUA to perform services under this Agreement.
- b. Upon request from ECUA's custodian of public records, provide ECUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law during the term of this Agreement and following completion of the Agreement if the County does not transfer the records to ECUA.
- d. Upon completion of the Agreement, transfer, at no cost, to ECUA all public records in possession of the County or keep and maintain public records required by ECUA to perform the services under this Agreement. If the County transfers all public records to ECUA upon completion of the Agreement, the County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the County keeps and maintains public records upon completion of the Agreement, the County shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to ECUA, upon request from ECUA's custodian of public records, in a format that is compatible with the information technology systems of ECUA.
- 13. <u>Effective Date</u>. This Agreement shall become binding on the Parties and effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.
- 14. <u>Choice of Law; Venue</u>. This Agreement and the interpretation and performance thereof shall be governed by the laws of the State of Florida, and any action arising out of or related to this Agreement shall be brought only in a court of appropriate jurisdiction in Escambia County, Florida.
- 15. <u>Interpretation</u>. Headings used throughout this Agreement are for the purpose of convenience only and no heading shall modify or be used to interpret the text of any paragraph. This Agreement shall not be more strictly construed against either Party by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions of this Agreement.

- 16. <u>Severability</u>. 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 of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 17. <u>No Waiver</u>. The failure of a Party to insist upon the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right thereafter to enforce the same provision in accordance with this Agreement.
- 18. <u>Amendment</u>. This Agreement may be amended only by a written agreement signed by an authorized representative of each Party.
- 19. <u>Authority to Contract</u>. Each individual executing this Agreement on behalf of a Party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.
- 20. <u>Third Party Beneficiaries</u>. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions or any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

21. Attachments:

- a. All attachments to this Agreement are incorporated as if fully set forth herein.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the languages of the attachments shall control, but only to the extent of the conflict or inconsistency.
 - c. This Agreement shall incorporate the following attachments:
 - Exhibit A Schedule-Timeline for the Lee Street Sidewalks. Drainage, and Sanitary Sewer Project
- 22. <u>Annual Appropriation</u>. Nothing contained here in shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the County or any other political subdivision of the State of Florida or taxation in any form on any real or personal

property for the payment of any amounts contemplated by or as provided in this Agreement; moreover, the Parties acknowledge that ECUA has no taxing power. Furthermore, pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the Parties' performance and obligations to fund this Agreement shall be contingent upon annual appropriations by the Parties' respective governing boards.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned representatives, as of the date and year first written above.

		EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic, acting by and through its duly authorized BOARD
		By: Lois Benson, Chairman
ATTEST:		Date:
By:Secre	etary	
		ESCAMBIA COUNTY, FLORIDA , a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.
		By: Steven Barry, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court	Date:
Rv:		BCC APPROVED:
Depu	ity Clerk	
(SEA	L)	This document approved as to form and legal sufficiency.
		By: Title: Date:

Exhibit A

Timeline for Lee Street Drainage & Sanitary Sewer Project

Milestone Schedule of Work: Approval of Costs Sharing Agreement ECUA & BCC 2 Months Advertise, Bidding, and Award Process 3 Months 12 Construction Months 2 Months Weather Delays Final Inspection/Closeout 2 Months **Total Agreement Time Frame** 21 Months



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17681 County Administrator's Report 8. 6.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Contract Award for CDBG Housing Rehabilitation Services for

990 Muscogee Road

From: CLARA LONG, Acting Director Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Community Development Block
Grant Housing Rehabilitation Services for 990 Muscogee Road - Clara Long, Interim
Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for Community Development Block Grant (CDBG) Housing Rehabilitation Services for 990 Muscogee Road:

A. Authorize the County Administrator to sign the CDBG Housing Rehabilitation Services Program Agreement between Escambia County, Florida; McDELT, LLC, Contractor; and Eddie C. McCants, Owner; per the terms and conditions of NED C-R-2020-3, NED CDBG Housing Repair for 990 Muscogee, for a base bid of \$38,900; and

B. Authorize the issuance of a Purchase Order.

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

BACKGROUND:

An Invitation to Bid for project NED C-R-2020-3, NED CDBG Housing Repair for 990 Muscogee Road was published in the *Pensacola News Journal* and in Vendor Registry on February 21, 2020 (Exhibit I), and accessed by 92 firms including construction resources such as the Construction Journal and Construction Bid Source. A mandatory pre-solicitation conference was held on February 28, 2020 at the property, which was attended by four firms. Sealed bids were received from three firms on March 6, 2020, with MCDELT, LLC being the lowest, most

responsive bidder (Exhibit II). The Program Agreement is provided as Exhibit III, which will award the Contract for the base bid of \$38,900.

Repairs for this property will include electrical repairs and addition of smoke detectors and GFI receptacles; assorted plumbing repairs to include installation of new plumbing fixtures and tub surrounds; installation of new windows to meet egress requirements; replacement of side exterior door; structural repairs in kitchen, dining, and living areas; and new flooring and cabinetry.

BUDGETARY IMPACT:

Funds are available in Fund 129/2016 CDBG Housing Rehab, Cost Center 370227.

LEGAL CONSIDERATIONS/SIGN-OFF:

The CDBG Housing Rehabilitation Services Program Agreement has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts. The project and Agreement are in compliance with the CDBG program requirements and the property owner meets all eligibility guidelines for assistance under this program.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division will submit the Purchase Order and will have administrative oversight of the project.

Attachments

Ex I-Bid Documents 990 Muscogee
Ex II-Bid Tabulation 990 Muscogee
Ex III-CDBG Agreement 990 Muscogee

EXHIBIT I	



Expired Solicitation

Manage expired solicitation

Solicitation Details Reopen Recruit Copy Analytics Questions

Set to 'In Review' Set to 'Awarded' Set to 'Cancelled' Notify

Add Note

Expired Solicitations / Expired Solicitation

Status: In Review

Solicitation: NED C-R-2020-3

Solicitation Request: NED CDBG HOUSING REPAIR FOR 990 MUSCOGEE ROAD

Deadline: 3/6/2020 12:00 PM (Central Time)

Pre-Bid Meeting-Date: 2/28/2020 8:30 AM (Central Time)

Pre-Bid Meeting-Details: Mandatory pre-bid conference will be held at the project site on February

28, 2020 at 8:30AM

Description:

NED CDBG single family housing rehabilitation project for Eddie McCants located at 990 Muscogee Road, Cantonment, Florida 32533. Repairs include electrical, plumbing, framing, cabinetry, doors and windows.

Allow Online Bid Submittal: No

Products and Services Keywords:

• 90954

- 90923
- 90962

Products and Services:

- Building Construction, Residential (Apartments, Etc.)
- Home Construction, Single Family
- Maintenance And Repair, Residential Buildings (Incl. Single Family Homes And Apartments)
- Painting, Maintenance And Repair Services (Including Caulking)

Documents:

- CDBG Moderate Rehab Specs-McCants.pdf
- Pre-bid 990 Moscogee.pdf

Notified Vendors:

- 2/21/2020 850 Paint Pro (rick850@gmail.com)
- 2/21/2020 ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 2/21/2020 Ajax Building Corporation (JimMyddelton@ajaxbuilding.com)
- 2/21/2020 Ajax Building Corporation (kdiehl@ajaxbuilding.com)
- 2/21/2020 Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 2/21/2020 Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 2/21/2020 Angela Monteleone, Handywoman Services (amonteswb@gmail.com)
- 2/21/2020 Arkitektura Development Inc (bethacontreras@gmail.com)
- 2/21/2020 B2W Home Repair (b2wrepair@gmail.com)
- 2/21/2020 Baughn Renovations, LLC (oran@baughnrenovations.com)
- 2/21/2020 Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 2/21/2020 Beach Bum Renovations & More LLC (beachbumrenovations@gmail.com)
- 2/21/2020 Bear General Contractors (joshua@beargc.com)
- 2/21/2020 Bill walther construction (billwaltherconstruction@gmail.com)
- 2/21/2020 Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 2/21/2020 Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 2/21/2020 Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 2/21/2020 Bluebook Network Building & Construction (hpatane@mail.thebluebook.com)
- 2/21/2020 Bluebook Network Building & Construction (projectleads@mail.thebluebook.com)
- 2/21/2020 CasTech Products, Inc (wlw@castechproducts.com)
- 2/21/2020 Chris Perritt LLC (chrp4x4@aol.com)
- 2/21/2020 Citrus Sandblast (brandon@citrussandblast.com)
- 2/21/2020 Coastal Cottage Concierge (coastalc3@gmail.com)
- 2/21/2020 Construction Bid Source (chin@constructionbidsource.com)
- 2/21/2020 Construction Journal (bids@thecj.com)
- 2/21/2020 Corporate vision inc (corpvisioninc@gmail.com)
- 2/21/2020 Curley Construction of NW FL Inc (c2144@cox.net)

- 2/21/2020 D & K Concrete construction (dkconcrete24@gmail.com)
- 2/21/2020 D & R Painting Inc Group (dandrpaintinginc@gmail.com)
- 2/21/2020 David H Griffin Enterprises, LLC (bbdllc@yahoo.com)
- 2/21/2020 Design Home Builders, Inc. (tony234@bellsouth.net)
- 2/21/2020 Dodge Data & Analytics (dodge.bidding@construction.com)
- 2/21/2020 Dodge Data & Analytics (s.kalyanaraman@construction.com)
- 2/21/2020 Duggins Services, Inc (asmith@dugginsservices.com)
- 2/21/2020 Duggins Services, Inc (sales@dugginsservices.com)
- 2/21/2020 E. O. Koch Construction Co. (mike@eokoch.com)
- 2/21/2020 Emerald Coast Constructors, Inc. (mark.ecc@cox.net)
- 2/21/2020 Emerald Coast Constructors, Inc. (rzimmerman.ecc@gmail.com)
- 2/21/2020 empire builders (mike@empirebuildersgroup.com)
- 2/21/2020 Empire Builders Group Inc (estimator@empirebuildersgroup.com)
- 2/21/2020 Emry Construction LLC (emryconstruction@gmail.com)
- 2/21/2020 English Brothers (sitoenglish@yahoo.com)
- 2/21/2020 Enterprise Pals, Inc. (nazim@enterprisepals.com)
- 2/21/2020 Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 2/21/2020 Grand Service Company, LLC. (gsc7149@gmail.com)
- 2/21/2020 Grand Service Company, LLC. (markg7149@gmail.com)
- 2/21/2020 Green Group Environmental, LLC (brian@greengroupenvironmental.com)
- 2/21/2020 Greenhut Construction (randy@greenhut.com)
- 2/21/2020 Gulf Coast Building Contractors, Inc. (michael.ritz@gcbc.biz)
- 2/21/2020 Hewes and Company, LLC (brad@hewesandcompany.com)
- 2/21/2020 Homes By Vets (eric@homesbyvets.com)
- 2/21/2020 Huey's Works Corporation (admin@hueysworks.com)
- 2/21/2020 Hurley R&R, LLC (Hurleyrnr@yahoo.com)
- 2/21/2020 Infrastructure Specialty Services (kirk@issglobalservices.com)
- 2/21/2020 Infrastructure Specialty Services (tammy@issglobalservices.com)
- 2/21/2020 iSqFt (content@constructconnect.com)
- 2/21/2020 iSqFt (kosborn@isqft.com)
- 2/21/2020 J Green Construction Services, Inc. (jon@jgreenconstruction.net)
- 2/21/2020 J&E Construction (may@jeconstruct.com)
- 2/21/2020 Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 2/21/2020 JRM Construction Group (eddie.aldridge@jrmconstructiongroup.com)
- 2/21/2020 JRM Construction Group (jim.mizell@jrmconstructiongroup.com)
- 2/21/2020 JSX Incorporated (jsparks@jsxcorp.com)
- 2/21/2020 KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
- 2/21/2020 KWOIN CONSTRUCTION CORPORATION (kwoincorp@bellsouth.net)
- 2/21/2020 LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 2/21/2020 Lord & Son Construction, Inc (duane@lordandson.com)
- 2/21/2020 Mattair Construction Co., Inc. (becky@mattairconstruction.com)
- 2/21/2020 Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 2/21/2020 MCDELT LLC (nisbez@me.com)

- 2/21/2020 MCNORTON MECHANICAL CONTRACTORS (LMCNORTON@MCNORTONHVAC.COM)
- 2/21/2020 MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 2/21/2020 MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 2/21/2020 Mike Motes Builders LLC (amotes6912@aol.com)
- 2/21/2020 OliverSperry Renovation (tboyer@oliversperryrenovation.com)
- 2/21/2020 Olvera Company (mike@olveracompany.com)
- 2/21/2020 Olympus Painting Contractors Inc (lisa@olympuspainting.com)
- 2/21/2020 ParsCo, LLC (amir@pars-co.net)
- 2/21/2020 Pat's Pump & Blower (PatrickJ@Patspump.com)
- 2/21/2020 Pat's Pump & Blower (patspump@aol.com)
- 2/21/2020 R H Mooore (michael@rhmooreassociates.com)
- 2/21/2020 Rabbit Repairman, LLC (rabbitrepairman@gmail.com)
- 2/21/2020 Reasor Building Group (matt.hall@rbg8a.com)
- 2/21/2020 Reisch Development and Construction Services, LLC (peggy@reischco.com)
- 2/21/2020 Renaissance BCI (jack@renaissance-bci.com)
- 2/21/2020 Reyco Contracting Solutions LLC (vgarrett@reycocontracting.com)
- 2/21/2020 Reyco Contracting Solutions LLC (vreynoso@reycocontracting.com)
- 2/21/2020 Rockwell Corporation (rockwellcorporation@gmail.com)
- 2/21/2020 Rowe Roofing (cole@roweroofing.com)
- 2/21/2020 Sessions Incorporated (sessionsincorporated@gmail.com)
- 2/21/2020 Southeastern Construction, Inc. (wayne@southeasternconstruction.net)
- 2/21/2020 Southern Lifestyle Development Company (chris@rrcoa.com)
- 2/21/2020 Southern Lifestyle Development Company (derek@rrcoa.com)
- 2/21/2020 Spring Clean (darrenfrieson@springcleanllc.com)
- 2/21/2020 Spring Clean (jeffsmith@springcleanllc.com)
- 2/21/2020 Spring Clean (stevendavis@springcleanllc.com)
- 2/21/2020 Sunbelt Rentals (Brent.McCurry@sunbeltrentals.com)
- 2/21/2020 Sunbelt Rentals (matt.rolfe@sunbeltrentals.com)
- 2/21/2020 Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 2/21/2020 Terry's Paint & Body Inc. (hbrowser@aol.com)
- 2/21/2020 The Green-Simmons Company (jason@green-simmons.com)
- 2/21/2020 Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 2/21/2020 Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 2/21/2020 Triptek Construction (miles@triptekllc.com)
- 2/21/2020 Universal Pro Painting Inc. (universalpainting@mail.com)
- 2/21/2020 Utility Service Co, INC (rlee@uscofl.com)
- 2/21/2020 Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 2/21/2020 Vantage Construction Group (doug@vantageconstructiongroup.com)
- 2/21/2020 Wharton-Smith, Inc. (amatthews@whartonsmith.com)
- 2/21/2020 White-Spunner Construction, Inc. (phil.resmondo@white-spunner.com)
- 2/21/2020 Wide Range Home Repair & Tractor Services (widerangehomerepair@gmail.com)

- 2/28/2020 850 Paint Pro (rick850@gmail.com)
- 2/28/2020 ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 2/28/2020 Ajax Building Corporation (JimMyddelton@ajaxbuilding.com)
- 2/28/2020 Ajax Building Corporation (kdiehl@ajaxbuilding.com)
- 2/28/2020 Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 2/28/2020 Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 2/28/2020 Angela Monteleone, Handywoman Services (amonteswb@gmail.com)
- 2/28/2020 Arkitektura Development Inc (bethacontreras@gmail.com)
- 2/28/2020 B2W Home Repair (b2wrepair@gmail.com)
- 2/28/2020 Baughn Renovations, LLC (oran@baughnrenovations.com)
- 2/28/2020 Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 2/28/2020 Beach Bum Renovations & More LLC (beachbumrenovations@gmail.com)
- 2/28/2020 Bear General Contractors (joshua@beargc.com)
- 2/28/2020 Bill walther construction (billwaltherconstruction@gmail.com)
- 2/28/2020 Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 2/28/2020 Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 2/28/2020 Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 2/28/2020 Bluebook Network Building & Construction (hpatane@mail.thebluebook.com)
- 2/28/2020 Bluebook Network Building & Construction (projectleads@mail.thebluebook.com)
- 2/28/2020 CasTech Products, Inc (wlw@castechproducts.com)
- 2/28/2020 Chris Perritt LLC (chrp4x4@aol.com)
- 2/28/2020 Citrus Sandblast (brandon@citrussandblast.com)
- 2/28/2020 Coastal Cottage Concierge (coastalc3@gmail.com)
- 2/28/2020 Construction Bid Source (chin@constructionbidsource.com)
- 2/28/2020 Construction Journal (bids@thecj.com)
- 2/28/2020 Corporate vision inc (corpvisioninc@gmail.com)
- 2/28/2020 Curley Construction of NW FL Inc (c2144@cox.net)
- 2/28/2020 D & K Concrete construction (dkconcrete24@gmail.com)
- 2/28/2020 D & R Painting Inc Group (dandrpaintinginc@gmail.com)
- 2/28/2020 David H Griffin Enterprises, LLC (bbdllc@yahoo.com)
- 2/28/2020 Design Home Builders, Inc. (tony234@bellsouth.net)
- 2/28/2020 Dodge Data & Analytics (dodge.bidding@construction.com)
- 2/28/2020 Dodge Data & Analytics (s.kalyanaraman@construction.com)
- 2/28/2020 Duggins Services, Inc (asmith@dugginsservices.com)
- 2/28/2020 Duggins Services, Inc (sales@dugginsservices.com)
- 2/28/2020 E. O. Koch Construction Co. (mike@eokoch.com)
- 2/28/2020 Emerald Coast Constructors, Inc. (mark.ecc@cox.net)
- 2/28/2020 Emerald Coast Constructors, Inc. (rzimmerman.ecc@gmail.com)
- 2/28/2020 empire builders (mike@empirebuildersgroup.com)
- 2/28/2020 Empire Builders Group Inc (estimator@empirebuildersgroup.com)
- 2/28/2020 Emry Construction LLC (emryconstruction@gmail.com)
- 2/28/2020 English Brothers (sitoenglish@yahoo.com)

- 2/28/2020 Enterprise Pals, Inc. (nazim@enterprisepals.com)
- 2/28/2020 Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 2/28/2020 Grand Service Company, LLC. (gsc7149@gmail.com)
- 2/28/2020 Grand Service Company, LLC. (markg7149@gmail.com)
- 2/28/2020 Green Group Environmental, LLC (brian@greengroupenvironmental.com)
- 2/28/2020 Greenhut Construction (randy@greenhut.com)
- 2/28/2020 Gulf Coast Building Contractors, Inc. (michael.ritz@gcbc.biz)
- 2/28/2020 Hewes and Company, LLC (brad@hewesandcompany.com)
- 2/28/2020 Homes By Vets (eric@homesbyvets.com)
- 2/28/2020 Huey's Works Corporation (admin@hueysworks.com)
- 2/28/2020 Hurley R&R, LLC (Hurleyrnr@yahoo.com)
- 2/28/2020 Infrastructure Specialty Services (kirk@issglobalservices.com)
- 2/28/2020 Infrastructure Specialty Services (tammy@issglobalservices.com)
- 2/28/2020 iSqFt (content@constructconnect.com)
- 2/28/2020 iSqFt (kosborn@isqft.com)
- 2/28/2020 J Green Construction Services, Inc. (jon@jgreenconstruction.net)
- 2/28/2020 J&E Construction (may@jeconstruct.com)
- 2/28/2020 Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 2/28/2020 JRM Construction Group (eddie.aldridge@jrmconstructiongroup.com)
- 2/28/2020 JRM Construction Group (jim.mizell@jrmconstructiongroup.com)
- 2/28/2020 JSX Incorporated (jsparks@jsxcorp.com)
- 2/28/2020 KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
- 2/28/2020 KWOIN CONSTRUCTION CORPORATION (kwoincorp@bellsouth.net)
- 2/28/2020 LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 2/28/2020 Lord & Son Construction, Inc (duane@lordandson.com)
- 2/28/2020 Mattair Construction Co., Inc. (becky@mattairconstruction.com)
- 2/28/2020 Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 2/28/2020 MCDELT LLC (nisbez@me.com)
- 2/28/2020 MCNORTON MECHANICAL CONTRACTORS (LMCNORTON@MCNORTONHVAC.COM)
- 2/28/2020 MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 2/28/2020 MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 2/28/2020 MD Thomas Construction LLC (laura@mdthomasconstruction.com)
- 2/28/2020 Mike Motes Builders LLC (amotes6912@aol.com)
- 2/28/2020 OliverSperry Renovation (tboyer@oliversperryrenovation.com)
- 2/28/2020 Olvera Company (mike@olveracompany.com)
- 2/28/2020 Olympus Painting Contractors Inc (lisa@olympuspainting.com)
- 2/28/2020 ParsCo, LLC (amir@pars-co.net)
- 2/28/2020 Pat's Pump & Blower (PatrickJ@Patspump.com)
- 2/28/2020 Pat's Pump & Blower (patspump@aol.com)
- 2/28/2020 R H Mooore (michael@rhmooreassociates.com)
- 2/28/2020 Rabbit Repairman, LLC (rabbitrepairman@gmail.com)
- 2/28/2020 Reasor Building Group (matt.hall@rbg8a.com)

- 2/28/2020 Reisch Development and Construction Services, LLC (peggy@reischco.com)
- 2/28/2020 Renaissance BCI (jack@renaissance-bci.com)
- 2/28/2020 Reyco Contracting Solutions LLC (vgarrett@reycocontracting.com)
- 2/28/2020 Reyco Contracting Solutions LLC (vreynoso@reycocontracting.com)
- 2/28/2020 Rockwell Corporation (rockwellcorporation@gmail.com)
- 2/28/2020 Rowe Roofing (cole@roweroofing.com)
- 2/28/2020 Sessions Incorporated (sessionsincorporated@gmail.com)
- 2/28/2020 Southeastern Construction, Inc. (wayne@southeasternconstruction.net)
- 2/28/2020 Southern Lifestyle Development Company (chris@rrcoa.com)
- 2/28/2020 Southern Lifestyle Development Company (derek@rrcoa.com)
- 2/28/2020 Spring Clean (darrenfrieson@springcleanllc.com)
- 2/28/2020 Spring Clean (jeffsmith@springcleanllc.com)
- 2/28/2020 Spring Clean (stevendavis@springcleanllc.com)
- 2/28/2020 Sunbelt Rentals (Brent.McCurry@sunbeltrentals.com)
- 2/28/2020 Sunbelt Rentals (matt.rolfe@sunbeltrentals.com)
- 2/28/2020 Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 2/28/2020 Terry's Paint & Body Inc. (hbrowser@aol.com)
- 2/28/2020 The Green-Simmons Company (jason@green-simmons.com)
- 2/28/2020 Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 2/28/2020 Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 2/28/2020 Triptek Construction (miles@triptekllc.com)
- 2/28/2020 Universal Pro Painting Inc. (universalpainting@mail.com)
- 2/28/2020 Utility Service Co, INC (rlee@uscofl.com)
- 2/28/2020 Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 2/28/2020 Vantage Construction Group (doug@vantageconstructiongroup.com)
- 2/28/2020 Wharton-Smith, Inc. (amatthews@whartonsmith.com)
- 2/28/2020 White-Spunner Construction, Inc. (phil.resmondo@white-spunner.com)
- 2/28/2020 Wide Range Home Repair & Tractor Services (widerangehomerepair@gmail.com)
- 3/11/2020 850 Paint Pro (rick850@gmail.com)
- 3/11/2020 ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 3/11/2020 Ajax Building Corporation (JimMyddelton@ajaxbuilding.com)
- 3/11/2020 Ajax Building Corporation (kdiehl@ajaxbuilding.com)
- 3/11/2020 Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 3/11/2020 Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 3/11/2020 Angela Monteleone, Handywoman Services (amonteswb@gmail.com)
- 3/11/2020 Arkitektura Development Inc (bethacontreras@gmail.com)
- 3/11/2020 B2W Home Repair (b2wrepair@gmail.com)
- 3/11/2020 Baughn Renovations, LLC (oran@baughnrenovations.com)
- 3/11/2020 Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 3/11/2020 Beach Bum Renovations & More LLC (beachbumrenovations@gmail.com)
- 3/11/2020 Bear General Contractors (joshua@beargc.com)
- 3/11/2020 Bill walther construction (billwaltherconstruction@gmail.com)

- 3/11/2020 Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 3/11/2020 Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 3/11/2020 Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 3/11/2020 Bluebook Network Building & Construction (hpatane@mail.thebluebook.com)
- 3/11/2020 Bluebook Network Building & Construction (projectleads@mail.thebluebook.com)
- 3/11/2020 CasTech Products, Inc (wlw@castechproducts.com)
- 3/11/2020 Chris Perritt LLC (chrp4x4@aol.com)
- 3/11/2020 Citrus Sandblast (brandon@citrussandblast.com)
- 3/11/2020 Coastal Cottage Concierge (coastalc3@gmail.com)
- 3/11/2020 Construction Bid Source (chin@constructionbidsource.com)
- 3/11/2020 Construction Journal (bids@thecj.com)
- 3/11/2020 Corporate vision inc (corpvisioninc@gmail.com)
- 3/11/2020 Curley Construction of NW FL Inc (c2144@cox.net)
- 3/11/2020 D & K Concrete construction (dkconcrete24@gmail.com)
- 3/11/2020 D & R Painting Inc Group (dandrpaintinginc@gmail.com)
- 3/11/2020 David H Griffin Enterprises, LLC (bbdllc@yahoo.com)
- 3/11/2020 Design Home Builders, Inc. (tony234@bellsouth.net)
- 3/11/2020 Dodge Data & Analytics (dodge.bidding@construction.com)
- 3/11/2020 Dodge Data & Analytics (s.kalyanaraman@construction.com)
- 3/11/2020 Duggins Services, Inc (asmith@dugginsservices.com)
- 3/11/2020 Duggins Services, Inc (sales@dugginsservices.com)
- 3/11/2020 E. O. Koch Construction Co. (mike@eokoch.com)
- 3/11/2020 Emerald Coast Constructors, Inc. (mark.ecc@cox.net)
- 3/11/2020 Emerald Coast Constructors, Inc. (rzimmerman.ecc@gmail.com)
- 3/11/2020 empire builders (mike@empirebuildersgroup.com)
- 3/11/2020 Empire Builders Group Inc (estimator@empirebuildersgroup.com)
- 3/11/2020 Emry Construction LLC (emryconstruction@gmail.com)
- 3/11/2020 English Brothers (sitoenglish@yahoo.com)
- 3/11/2020 Enterprise Pals, Inc. (nazim@enterprisepals.com)
- 3/11/2020 Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 3/11/2020 Grand Service Company, LLC. (gsc7149@gmail.com)
- 3/11/2020 Grand Service Company, LLC. (markg7149@gmail.com)
- 3/11/2020 Green Group Environmental, LLC (brian@greengroupenvironmental.com)
- 3/11/2020 Greenhut Construction (randy@greenhut.com)
- 3/11/2020 Gulf Coast Building Contractors, Inc. (michael.ritz@gcbc.biz)
- 3/11/2020 Hewes and Company, LLC (brad@hewesandcompany.com)
- 3/11/2020 Homes By Vets (eric@homesbyvets.com)
- 3/11/2020 Huey's Works Corporation (admin@hueysworks.com)
- 3/11/2020 Hurley R&R, LLC (Hurleyrnr@yahoo.com)
- 3/11/2020 Infrastructure Specialty Services (kirk@issglobalservices.com)
- 3/11/2020 Infrastructure Specialty Services (tammy@issglobalservices.com)
- 3/11/2020 iSqFt (content@constructconnect.com)

- 3/11/2020 iSqFt (kosborn@isqft.com)
- 3/11/2020 J Green Construction Services, Inc. (jon@jgreenconstruction.net)
- 3/11/2020 J&E Construction (may@jeconstruct.com)
- 3/11/2020 Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 3/11/2020 JRM Construction Group (eddie.aldridge@jrmconstructiongroup.com)
- 3/11/2020 JRM Construction Group (jim.mizell@jrmconstructiongroup.com)
- 3/11/2020 JSX Incorporated (jsparks@jsxcorp.com)
- 3/11/2020 KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
- 3/11/2020 KWOIN CONSTRUCTION CORPORATION (kwoincorp@bellsouth.net)
- 3/11/2020 LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 3/11/2020 Lord & Son Construction, Inc (duane@lordandson.com)
- 3/11/2020 Mattair Construction Co., Inc. (becky@mattairconstruction.com)
- 3/11/2020 Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 3/11/2020 MCDELT LLC (nisbez@me.com)
- 3/11/2020 MCNORTON MECHANICAL CONTRACTORS (LMCNORTON@MCNORTONHVAC.COM)
- 3/11/2020 MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 3/11/2020 MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 3/11/2020 MD Thomas Construction LLC (laura@mdthomasconstruction.com)
- 3/11/2020 Mike Motes Builders LLC (amotes6912@aol.com)
- 3/11/2020 OliverSperry Renovation (tboyer@oliversperryrenovation.com)
- 3/11/2020 Olvera Company (mike@olveracompany.com)
- 3/11/2020 Olympus Painting Contractors Inc (lisa@olympuspainting.com)
- 3/11/2020 ParsCo, LLC (amir@pars-co.net)
- 3/11/2020 Pat's Pump & Blower (PatrickJ@Patspump.com)
- 3/11/2020 Pat's Pump & Blower (patspump@aol.com)
- 3/11/2020 R H Mooore (michael@rhmooreassociates.com)
- 3/11/2020 Rabbit Repairman, LLC (rabbitrepairman@gmail.com)
- 3/11/2020 Reasor Building Group (matt.hall@rbg8a.com)
- 3/11/2020 Reisch Development and Construction Services, LLC (peggy@reischco.com)
- 3/11/2020 Renaissance BCI (jack@renaissance-bci.com)
- 3/11/2020 Reyco Contracting Solutions LLC (vgarrett@reycocontracting.com)
- 3/11/2020 Reyco Contracting Solutions LLC (vreynoso@reycocontracting.com)
- 3/11/2020 Rockwell Corporation (rockwellcorporation@gmail.com)
- 3/11/2020 Rowe Roofing (cole@roweroofing.com)
- 3/11/2020 Sessions Incorporated (sessionsincorporated@gmail.com)
- 3/11/2020 Southeastern Construction, Inc. (wayne@southeasternconstruction.net)
- 3/11/2020 Southern Lifestyle Development Company (chris@rrcoa.com)
- 3/11/2020 Southern Lifestyle Development Company (derek@rrcoa.com)
- 3/11/2020 Spring Clean (darrenfrieson@springcleanllc.com)
- 3/11/2020 Spring Clean (jeffsmith@springcleanllc.com)
- 3/11/2020 Spring Clean (stevendavis@springcleanllc.com)
- 3/11/2020 Sunbelt Rentals (Brent.McCurry@sunbeltrentals.com)

- 3/11/2020 Sunbelt Rentals (matt.rolfe@sunbeltrentals.com)
- 3/11/2020 Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 3/11/2020 Terry's Paint & Body Inc. (hbrowser@aol.com)
- 3/11/2020 The Green-Simmons Company (jason@green-simmons.com)
- 3/11/2020 Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 3/11/2020 Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 3/11/2020 Triptek Construction (miles@triptekllc.com)
- 3/11/2020 Universal Pro Painting Inc. (universalpainting@mail.com)
- 3/11/2020 Utility Service Co, INC (rlee@uscofl.com)
- 3/11/2020 Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 3/11/2020 Vantage Construction Group (doug@vantageconstructiongroup.com)
- 3/11/2020 Wharton-Smith, Inc. (amatthews@whartonsmith.com)
- 3/11/2020 White-Spunner Construction, Inc. (phil.resmondo@white-spunner.com)
- 3/11/2020 Wide Range Home Repair & Tractor Services (widerangehomerepair@gmail.com)

Additions:

Addition 1: In Review

Posted: 3/11/2020

Description:

Contract Award to be considered at 04/02/20 BCC meeting

Documents:

• _Bid Tab 990 Muscogee.pdf

Need help? Contact our Government Support Team at 844-247-4220 (toll-free) or email: buyersupport@vendorregistry.com

© Copyright Vendor Registry 2020 | Terms of Use | Privacy Policy



ESC CO COMMISSIONERS/LEGALS 221 PALAFOX PL

PENSACOLA, FL 32502

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

PUBLIC NOTICE TO BIDDERS

as published in said newspaper in the issue(s) of:

02/21/20

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 21th of February 2020, by legal clerk who is personally known to me

Affiant

Notary Public State

My commission expires

Publication Cost: \$131.14 Ad No: 0004058721 Customer No: PNJ-26745500

This is not an invoice

NANCY HEYRMAN Notary Public State of Wisconsin

PUBLIC NOTICE TO BIDDERS

Sealed bids will be received until Friday, March 06, 2020 at 12:00 Noon CT, ii the Exambia County Neighborhood Enterprise Division (NED) Office at 221 Palafox Place, Suite 200, Pensacola, Florida, for rehabilitation of the residential welling located at 990 Muscogee Road, Cantonment, Florida 32533 under the cambia County Community Development Block Grant (CDBG) Program.

Specifications may be obtained by reviewing the "Solicitations" link at the Exambia County Purchasing site at https://imyescambia.com/bur-services/purcha-sing. For bids to be considered, they must include all elemized costs, total bid oos, must be in its, must be signed by the submitting contractor, and must be hand delivered to the NED office by the stated deadline. Any bid that does not eet the above requirements will not be considered. Escambia County reserve the right to reject any or all bids.

A mandatory Pre-Bid Conferences will be held 8:30 AM CST, Friday, February 28, 2020 at 990 Muscogee Road, Cantonment, Florida 3:2533. Bid Opening will be at 2:15 PM, Monday, March 09, 2020, at the MED Office.

General questions may be directed to the NED Office at 850-595-0022 or ned@ nyescambia.com. Small business and minority contractors who wish to partici-ate in the Escambia County CDBG Program should contact the NED office for additional information. Legal No. 4058721 February 21, 2020

DISCURSEMENTS/CONTRAC

362121/2020

Escambia County Neighborhood Enterprise Division (NED) Housing Repair Program Public Notice of Recommended Award Bid Tabulation

Bid Opening Date: <u>03/09/20</u> Bid Opening Time: <u>2:15P.M.</u>

Bid Opening Location: 221 Palafox Place, Suite 200

Solicitation Number: NED C-R-2020-3

Solicitation Name: NED CDBG Single Family Housing Repair Project for 990 Muscogee Road

AGENCY NAME	BASE BID	ALTERNATE 1	ALTERNATE 2	GRAND TOTAL
David H. Griffin Enterprises	\$53,300.00	N/A	N/A	
Mike Motes Builders, Inc	\$55,600.00			Corrected Bid
				Tabulation
				\$60,600.00
Design Home Builders, Inc	\$51,110.00			
MCDELT, LLC	\$38,900.00			

Bids Opened By: George Bell, NED

Bids Witnessed By: Christine Crespo, NED; Shannon Erdwins, Clerk of Court (COC)

Neighborhood Enterprise Division recommends to the BOCC to award a contract to MCDELT, LLC for the base bid of \$38,900.00.

Status: Under Review

BCC Meeting Date: 04/02/20

CDBG HOUSING REHABILITATION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between <u>Eddie C. McCants</u> (hereinafter referred to as "Owner"), and <u>MCDELT, LLC</u> (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division, hereinafter referred to as "NED", has established the CDBG Housing Rehabilitation Services Program (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a Program loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

- **NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:
- **Section 1.** Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- **Section 2.** Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at _990 Muscogee Road, Cantonment, FL 32533 (hereinafter referred to as "Project"), in accordance with the Scope of Work, attached hereto as Exhibit A. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.
- **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 an amount not to exceed the total sum of Thirty Eight Thousand Nine Hundred Dollars (\$38,900.00) (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. If the Contract Amount is \$15,000 or less then the County shall issue payment to the Contractor in a single lump sum upon satisfactory completion of the Project. If the Contract Amount exceeds \$15,000 then the County shall issue two payments to Contractor as follows: 40% of the Contract Amount will be paid when 50% of the scope of work is certified complete by NED; the remaining 60% of the Contract Amount will be paid upon full completion of the scope of work and acceptance by NED.

Contractor may request payments by the submission of a properly executed original invoice with appropriate supporting documentation. Payments will be made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (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 Agreement.

All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Section 5. <u>Bonds</u>. If the Contract Amount exceeds \$25,000, the Contractor shall provide *Performance and Payment Bonds*, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

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.

Pursuant to §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 6. <u>Notice to Proceed</u>. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30)** calendar days from the date of award. Contractor shall commence work within **seven (7)** calendar days from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within sixty (60) calendar days from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$50.00 for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED 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 inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

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 actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

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 8. <u>Delays</u>. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner's unreasonable interference or other 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/NED 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.

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 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized 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 the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A Change Order, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED 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 the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. <u>Project Site Protection</u>. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon 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.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery 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.

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 11. <u>Final Completion.</u> The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D**; (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. Tests and Inspections. The County/NED, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

If any work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from

County, such work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. Reports. Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, 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.

Contractor shall keep all records and supporting documentation which 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. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement 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 14. <u>Defective Work.</u> Work not conforming to the requirements of the Agreement shall be deemed "defective work." If required by County, Contractor shall either cure all defective work, whether or not fabricated, installed or completed, or, if the defective work has been rejected by County, remove it from the site and replace it. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

If the County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective work, 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.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, County may order Contractor to stop the work, or any portion

thereof, until the cause for such order has been eliminated; however, this right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

Should the County determine, at its sole opinion, it is in the County's best interest to accept defective work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective work, incorporating the necessary revisions in the Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

If Contractor fails, within a reasonable time after the written notice from County, to correct defective work or to remove and replace rejected defective work as required by County, or if Contractor fails to perform the work in accordance with the Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after seven (7) calendar 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 possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Agreement, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by County of County's rights and remedies hereunder.

Section 15. Termination.

15.1 <u>Termination for Contractor's Default</u>. 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: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the County; or (c) 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 (d) discontinues the prosecution of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f)

becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED 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.

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 attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

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.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if

applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc. shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

- 15.3 <u>Termination for Convenience</u>. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days**' written notice of termination to Contractor and Owner. 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, 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. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.
- 15.4 <u>Termination for Lack of Funding.</u> The parties acknowledge that this Agreement is based upon the availability of CDBG funds, and the County/NED reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.
- 15.5 <u>Notice of Suspension</u>. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** 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 Agreement. 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 16. <u>Indemnification.</u> To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. <u>Insurance.</u> The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Florida statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. <u>Subcontracts</u>. The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred

by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. <u>Independent Contractor Status.</u> In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. Warranty. Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. Utilities [CHECK ONE]:

	, ,
☐ The Owner will permit the Contractor to use the water a assumes all obligation/liability regarding the electrical pow Project.	

Section 22. <u>Owner's Responsibilities</u>. The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the Project. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. Upon completion of the Project, the Owner shall be responsible for reinstallation of rugs, draperies, wall coverings, and furniture unless otherwise specified in the Scope of Work.

If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project and agrees not to enter the work site during any lead based paint hazard abatement work on the premises.

Section 23. Lead Based Paint (LBP)/Renovation, Repair, and Painting Rule (RRP).

The subject property ⊠ was/☐ was not constructed prior to 1978.

If the subject property <u>was</u> constructed prior to 1978, then the following provisions shall apply:

The County/NED and/or Owner shall provide Contractor with a copy of the Lead Based Paint (LBP) Survey. Any LBP found in excess of HUD's guidelines as provided in the Lead Safe Housing Rule has or will be remediated in accordance with the Work Plan provided by the Risk Assessor assigned to the Project. The Risk Assessor shall perform a clearance inspection prior to final completion and acceptance of the work. The clearance inspection will be limited to a visual inspection and dust wipe samples at the affected locations. If clearance is not achieved upon the first inspection, Contractor shall promptly perform such additional work as required to achieve clearance and all additional clearance inspections will be at the Contractor's expense. The Project shall not be deemed complete in accordance with **Section 11** until the Risk Assessment Firm furnishes NED with certification that the lead-based paint hazard, evaluated at the time of initial risk assessment, has been abated.

Contractor is an EPA Certified Renovation Firm and has provided a copy of said certification to Owner and the County/NED. All work performed pursuant to this Agreement shall be in accordance with the EPA/RRP Rule, including providing a copy of "Renovation Recordkeeping Checklist" at close of job to Owner and NED, if applicable.

Section 24. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT. EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND

AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 25. <u>Dispute Resolution</u>. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 26. Public Records. The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and 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. Owner and 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, Owner and Contractor agree 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 that any party 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 parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND 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, FL 32502 850-595-4947

Section 27. Entire Agreement. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 28. Permits. The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 29. <u>Compliance with Laws.</u> Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 30. <u>Assignment</u>. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

Section 31. Notices. Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Eddie C. McCants	MCDELT, LLC
Neighborhood Enterprise Division	990 Muscogee Road	4675 Balmoral Drive
221 Palafox Place, Suite 200	Pensacola, FL 32533	Pensacola, FL 32504
Pensacola, FL 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 32. <u>No Discrimination.</u> The Owner and Contractor 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.

Section 33. <u>No Waiver</u>. This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 34. Governing Law. 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.

Section 35. <u>Severability.</u> 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.

Section 36. <u>Headings.</u> 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.

Section 37. <u>Authority</u>. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Signature of Contractor:	Signature of Owner:
Firm Name, Address, City, State, Zip:, MCDELT, LLC 4675 Balmoral Drive Pensacola, FL 32504	Name, Address, City, State, Zip: Eddie C. McCants 990 Muscogee Rd Cantonment, FL 32533
FL and County License No.:	
Witness:	Witness:
Witness:	Witness:
Date of Bid: 03/09/2020	Date of BCC Acceptance: 04/02/2020

ESCAMBIA COUNTY, FLORIDA:

GENERAL:

The subject Housing Unit was built prior to 1978 and therefore is a "targeted property" under the EPA's RRP Rule, as some painted surfaces may be disturbed. Therefore the implementation of "safe work practices" is required along with submittal by the RRP Contractor of "Renovation Recordkeeping Checklist" form.

Federal funds (Escambia County CDBG) are being used to renovate this property Contracts will only be awarded to an EPA Certified Renovation firm with a Certified Renovator since the property was constructed prior to 1978. A copy of the firm's certification must be submitted prior to entering contract with said contractor.

The Homeowner will have the following sample choices, where applicable:

- 1. Floor Color -1 choice
- 2. Carpet Color-1 choice
- 3. Cabinet Color-1 choice
- 4. Interior Trim, Satin or Semi-Gloss Latex-1 choice
- 5. Interior Walls, Eggshell Latex-1 choice

MASTER BATH 8'x5'3":

Remove existing wall tile and tub.

Remove window, install framing and insulation.

Install sheathing, house wrap and siding where window remove on exterior.

Replace vanity and top with integrated sink.

Cabinetry will be of like, kind and quality as example below.

Cabinetry will be stained and finished with the homeowner selecting the color.

Install knobs and pulls on new cabinets with the homeowner selecting the style.

Cabinetry will be constructed of plywood with ½" plywood top, bottom and sides.

Back is to be of 3/16" plywood with $\frac{1}{2}$ " hanger rails. Toe kick is $\frac{1}{2}$ " plywood. Stile and rails will be of solid wood. Doors can be plywood construction and drawer fronts solid wood.

Replace entry door with trim and hardware.

Repair walls and ceilings and texture to match surrounding area.

Repair ceramic tile floor at new tub matching existing as close as possible.

Install new 3-1/4" wood base and shoe moulding or 1/4 round.

Install a new towel bar, a shower rod and a toilet paper holder.

Install ceiling light fixture, model Hampton Bay FZP8012A or equivalent.

Install wall mounted light fixture, model Hollywood Volume V1026-3 or equivalent.

Install new exhaust fan rated at a minimum of 70 CFM and Energy Star Qualified vented to the atmosphere as per Escambia County code.

Prep, prime and paint walls, ceilings, woodwork and doors (all painted surfaces).

KITCHEN AND DINING AREA 7'8"x25'8":

Remove and replace subfloor and underlayment, bringing new floor to existing grade.

Lift floor framing as required to level floor, install new piers as required to support floor.

Replace base cabinets approximately 27 lineal feet.

Install approximately 33 linear feet of new standard grade post formed countertop with an incorporated back splash and caps and or end splashes in kitchen with homeowner selecting color.

Cabinetry will be of like, kind and quality as example below.

Cabinetry will be stained and finished with the homeowner selecting the color.

Install knobs and pulls on new cabinets with the homeowner selecting the style.

Cabinetry will be constructed of plywood with ½" plywood top, bottom and sides.

Back is to be of 3/16" plywood with $\frac{1}{2}$ " hanger rails. Toe kick is $\frac{1}{2}$ " plywood. Stile and rails will be of solid wood. Doors can be plywood construction and drawer fronts solid wood.

Repair walls and ceilings and texture to match surrounding area.

Prep floor and install new vinyl floor allowing \$30.00 per square yard for labor and material.

Install new 3-1/4" wood base and shoe moulding or 1/4 round.

Install ceiling light fixture, model Hampton Bay FZP8012A or equivalent.

Prep, prime and paint walls, ceilings, woodwork and doors (all painted surfaces).

FAMILY ROOM AND HALL 11'8"X15'+3'6"X19'4":

Remove and replace subfloor and underlayment, bringing new floor to existing grade.

Lift floor framing as required to level floor, install new piers as required to support floor.

Repair walls and ceilings and texture to match surrounding area.

Prep floor and install new vinyl floor allowing \$30.00 per square yard for labor and material.

Install new 3-1/4" wood base and shoe moulding or 1/4 round.

Prep, prime and paint walls, ceilings, woodwork and doors (all painted surfaces).

HALL BATH 8'4"x7'6"+5'x2'6":

Remove existing wall tile and tub.

Replace vanity and top with integrated sink.

Cabinetry will be of like, kind and quality as example below.

Cabinetry will be stained and finished with the homeowner selecting the color.

Install knobs and pulls on new cabinets with the homeowner selecting the style.

Cabinetry will be constructed of plywood with ½" plywood top, bottom and sides.

Back is to be of 3/16" plywood with ½" hanger rails. Toe kick is ½" plywood. Stile and rails will be of solid wood. Doors can be plywood construction and drawer fronts solid wood.

Replace entry door with trim and hardware.

Repair walls and ceilings and texture to match surrounding area.

Repair ceramic tile floor at new shower matching existing as close as possible.

Install new 3-1/4" wood base and shoe moulding or 1/4 round.

Install a new towel bar, a shower rod and a toilet paper holder.

Install three 1-1/4" grab bars in shower area as per ADA recommendations.

Install ceiling light fixture, model Hampton Bay FZP8012A or equivalent.

Install new exhaust fan rated at a minimum of 70 CFM and Energy Star Qualified vented to the atmosphere as per Escambia County code.

Prep, prime and paint walls, ceilings, woodwork and doors (all painted surfaces).

WEST BATH 7'x5':

Remove existing wall surround and tub.

Replace vanity and top with integrated sink.

Cabinetry will be of like, kind and quality as example below.

Cabinetry will be stained and finished with the homeowner selecting the color.

Install knobs and pulls on new cabinets with the homeowner selecting the style.

Cabinetry will be constructed of plywood with ½" plywood top, bottom and sides.

Back is to be of 3/16" plywood with $\frac{1}{2}$ " hanger rails. Toe kick is $\frac{1}{2}$ " plywood. Stile and rails will be of solid wood. Doors can be plywood construction and drawer fronts solid wood.

Replace entry door with trim and hardware.

Repair walls and ceilings and texture to match surrounding area.

Prep floor and install new vinyl floor allowing \$30.00 per square yard for labor and material.

Install new 3-1/4" wood base and shoe moulding or 1/4 round.

Install a new towel bar, a shower rod and a toilet paper holder.

Install ceiling light fixture, model Hampton Bay FZP8012A or equivalent.

Prep, prime and paint walls, ceilings, woodwork and doors (all painted surfaces).

ELECTRICAL:

Restore electrical power to the west bedroom.

Install ceiling light fixture, model Hampton Bay FZP8012A or equivalent in west bedroom.

Install switches, receptacles and plates as required in west bedroom.

Install hardwired smoke detectors with battery backup as per Escambia County Code.

Install GFI's in bathrooms, laundry and kitchen as required by Escambia County Code

PLUMBING:

Install walk in shower in hall bath with surround model Aquatic AX160304PSTR-WH or equivalent. Install 2 new Sterling tub surrounds model 61044100 in white or Style Selections model SS01603059 or equivalent in white with corresponding tubs.

Install 3 new Delta vanity sink faucets with pop up drains model 520-SSMPU-DST or equivalent.

Install 3 new Delta shower faucets and valves model T13220-SS or equivalent.

Install 1 new Delta hand shower model 51900-SS or equivalent in hall bath.

Install a new Delta kitchen faucet with sprayer model 400-SS-DST-A or equivalent.

Install 3 new comfort height American Standard 1.28-GPF toilets model Champion 4 in white or Delta 1.28-GPF toilet model Riosa in white or equivalent with a new toilet seats.

Install a new double bowl stainless steel sink with minimum 7" deep bowls.

Install new all metal Stainless steel sink baskets with strainers

Install all new ¼ turn brass valves as required per Escambia County Code.

Install all new drain assemblies from fixtures to waste.

Install new braided supply lines to toilets, vanity and kitchen sink.

WINDOWS AND EXTERIOR DOORS:

There are four (4) existing windows that are to be replaced with new windows that meet egress in sleeping rooms as per Escambia County Code.

The new windows are to be vinyl framed, insulated (double glazed) window units with low E and fitted with screens.

The egress window openings may require modifications that will include but not limited to opening size, drywall repair, framing, siding repairs with interior and exterior trim work.

Replace side entry door unit with hurricane rated metal clad insulated 6 panel colonial door unit with threshold, weather stripping and trim.

Install new dead bolt and lock set that are keyed alike on new exterior door unit.

Replace double dead bolt lock with single dead bolt with thumb latch on living room entry door.

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	r), as Principal,	, and			
•	me, home office address and unty Commissioners for Esca	•	, Florida, 221	•		•	
1591,	(850) 595-4900,	as	Obligee	in	the	sum	of
WHEREAS,	res, successors and assigns, j Principal has entered into a co Contract No,	ontract dated	as of the	day of	, 20	, with	_
•	of project, including legal des	•	·	, ,	_	•	
) in accordance with drawings	•	ations, which	contract is by	/ reference n	nade a part	
	s hereinafter referred to as the						
	CONDITION OF THIS BOND		•				
1.	Performs the Contract at t	he times and	in the manner	prescribed i	n the Contra	ct; and	
2.	Pays Obligee any and al because of any default by		-	-	/s' fees that	Obligee sus	stains
3.	Performs the guarantee of work and materials, then t					• •	o the

Principal understands and agrees that this bond shall remain in full force and effect throughout

the ONE (1) year warranty period after substantial completion of the work.

4.

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: Witnesses as to Principal STATE OF _____ COUNTY OF _____ The foregoing instrument was acknowledged before me this _____ day of _____ _____, as _____, 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) Notary Public, State of _____ (AFFIX OFFICIAL SEAL) Serial No., If Any: ____ SURETY: ATTEST: (Printed Name)

	
Witness	(Business Address)
	(Authorized Signature)
Witness	
	(Printed Name) OR
	As Attorney In Fact (Attach Power)
Witnesses	(Dusings Address)
	(Business Address)
	(Printed Name)
	(Telephone Number)
STATE OF	· · ·
COUNTY OF	
The foregoing instrument was	acknowledged before me this day of,
20 by	. as of
OR has produced	as Surety, on behalf of Surety. He/she is personally known to me as identification and did (did not) take an oath.
My Commission Expires:	(Signature)
(AFFIX OFFICIAL SEAL)	Name:(Legibly Printed) Notary Public, State of Serial No., If Any:

BOND NO.	

PAYMENT BOND

BY THIS BOND, We,			
	(Insert name, address and p	hone number of contractor) (hereinafter called the "Principal")	
		(Hereinalter called the Fillicipal)	
and		(hereinafter called the "Surety"),	
located at		, a surety insurer	
(Insert address chartered and existing under t	s and phone number) he laws of the State of	and authorized to do business	
in the State of Florida, are hel	d and firmly bound unto the Boa	ard of County Commissioners for Escambia	
County, Florida, 221 Palafox F	Place, Pensacola, Florida 32597	7-1591, (850) 595-4900, (hereinafter called	
the "County") in the sum of		(\$) for	
payment of which we bind our jointly and severally.	selves, our heirs, our personal	representatives, our successors and our assigr	nees,
WHEREAS, Principal	and County have reached a mu	utual agreement relating to Contract No	
(hereinafter referred to as the	"Contract") as of	(the bid award date for projects there	to)
for the purpose of	uding legal description, street	t address of property and general description	_ on of -
said Contract being made a pa	art of this Bond by this reference	e.	-
NOW, THEREFORE,	THE CONDITION OF THIS BC	OND IS THAT IF THE PRINCIPAL:	
of	the contract dated, the contract being not manner prescribed in the cont	, between Principal and County for construnade a part of this bond by reference, at the tract; and	ction imes
		ts, as defined in Section 255.05(1), Florida Stat or supplies, used directly or indirectly by Princip	

the prosecution of the work provided for in the contract; and

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.

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;

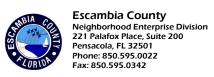
Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

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 an	d the date of such age	ents power-of-	attorney).	
Signed, sealed and delivered				
in the presence of:	PRINCIPA	L:		
Witnesses as to Principal				
STATE OF				
COUNTY OF				
The foregoing instrument wa	s acknowledged befo	ore me this	day of	,
20, by		, as		, of
	, a	corpoi	ration, on beh	alf of the corporation.
He/she is personally known to me OR	R has produced		as ic	lentification and did (did
not) take an oath.				
My Commission Expires:				· · · · · · · · · · · · · · · · · · ·
	(Signature))		
	Name:			
	(Legibly Pr			
(AFFIX OFFICIAL SEAL)	Notary Pub	olic, 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 v	was acknowledged before me this day of,
	, 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:



CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: Date:	Homeowner(s): Address:	
The following changes to the above contract are	hereby made based upon the follo	owing justification:
Change order scope of work (or attach specifica	tions as necessary):	
<u>s</u>	<u>UMMARY</u>	
Original Contract Amount: Previous Additions (Change Order No) Previous Deletions (Change Order No) Current Contract Amount: + Change Order Amount: New Contract Amount: Cumulative Percent () Increase () Decrease AP NOTE: Board of County Commissioners approvatoriginal contract more than 10% or \$50,000, whice	Original Start Date (NTP): Original Contract Period: Previous Completion Date: This Change Order () Increase () Decrease New Contract Period New Completion Date PROVALS I is required on any change order theory is greater. NEIGHBORHOOD ENTERPRISE	nat increases the
Homeowner Signature	Rehabilitation Specialist or Progra	am Director
Print Name Date	Print Name	Date
Homeowner Signature	Division Manager	
Print Name Date	Print Name	Date
CONTRACTOR:		
Signature		
Print Name Date		
Firm Name		

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

3 Originals: Homeowner, Contractor, File

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE	
I,, as owner of the unit lo work as performed and contracted by, authorize final payment to for	cated at [ADDRESS], certify and accept all as complete and satisfactory. I hereby the work done on this residence.
SECTION 2: CONTRACTOR'S OBLIGATION	AND WARRANTY
(owner) acknowledge that ro	and material warranty ending vorkmanship, which occur during normal use. I, butine homeowner maintenance and/or er use are not covered by this warranty. Further,
SECTION 3: HOMEOWNER/ESCAMBIA COL	JNTY OBLIGATIONS
now causes final payment to be made to the Contractor is the sole responsible party Section 2 of this agreement. The Homeowner contact the Contractor regarding necessary was the Homeowner will Escambia County become	for the one (1) year warranty as specified in understands that it is his/her responsibility to
DATE:	
HOMEOWNER	
CONTRACTOR	ESCAMBIA COUNTY REPRESENTATIVE

3 originals: Homeowner, Contractor, NED



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17689 County Administrator's Report 8. 7.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Library Friends Donation

From: TODD HUMBLE, Library Services Director

Organization: Library Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Recognition of the Donation from The Friends of the West Florida Public Library - Todd Humble, Director, Library Services

That the Board recognize the donation of \$30,000, from The Friends of the West Florida Public Library, and appropriate these funds into the Library Donations Cost Center to be used to support and promote West Florida Public Libraries.

BACKGROUND:

West Florida Public Libraries has received a donation from The Friends of the West Florida Public Library to be used in acquiring items to be used to support promote Library operations for patrons. \$30,000 will be placed in the Friends Donation cost center for these purchases.

BUDGETARY IMPACT:

This funds recognition will increase the Library Fund (113) by \$30,000.

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:

Budget Office will transfer the donation to the Library Friends Donation Cost Center after approval.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17598 County Administrator's Report 8. 8. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Change Order #1 to Purchase Order 200658 to Pensacola

Winsupply Co., Inc. in Excess of \$50,000

From: Cassie Boatwright, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #1, in Excess of \$50,000, to Pensacola Winsupply Co., Inc. - Cassie C. Boatwright, Facilities Management Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1, in excess of \$50,000, adding funds to Purchase Order 200658, issued to Pensacola Winsupply Co., Inc.:

Department:	Facilities
Dopartinoni.	Management
Division:	Maintenance
Type:	Addition
Amount:	\$20,000
Vendor:	Pensacola
vendor.	Winsupply Co., Inc.
	Blanket Purchase
	Order
Purchase Order:	200658
Change Order:	1
Original Award Amount:	\$32,000
Change Order # 1	\$20,000
New Purchase Order Total:	\$52,000

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

BACKGROUND:

The issuance of this Blanket Purchase Order is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County. Facilities Management currently has a Blanket Purchase Order to Pensacola Winsupply Co., Inc., in the amount of \$32,000, for maintenance/repair parts and operating supplies. This will increase the Blanket Purchase Order by \$20,000, bringing the PO amount to \$52,000.

The Jail requires special stainless steel prison toilets. Due to the age of the Jail these toilets and repair parts have to be special ordered. We recently purchased 10 Replacement Toilets, at the cost of \$11,376 (\$1,088 each & Shipping \$496), as well as 12 Flush Valves (\$176.6528 each) and 24 Flushmeters (12-\$169.53 each & 12-\$296.33 each) which are built to order, at the cost of \$7,710.15. Due to these purchases, it has depleted the funds on the Blanket PO. This Change Order will replenish the funds on the Blanket Purchase Order for maintenance/repair parts and supplies for the remainder of the Fiscal Year.

The Department works diligently to find the best possible price for maintenance/repair parts and operating supplies. Pensacola Winsupply Co, Inc., has repeatedly provided the lowest price compared to their competitors on repair/maintenance parts and operating supplies.

BUDGETARY IMPACT:

Funding Source: Fund 001, General Fund, Cost Center 310203, Object Code 54601

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64 providing for Board approval of Contracts and Purchase Orders of \$50,000 or greater.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Facilities Management Department will generate a Change Order.

Attachments

Change Order#1



CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 163255	Vendor Name:	Pensacola Winsur	oply Co., Inc.
Project Number:	P.O. No. 2006		
Department: Facilities Management	nt P.D. No.:	Date:_	2/24/2020
Notes for Modifying the Scope of			
Change Order to add additional funds of	on Blanket Purchase Ord	er	
To Modify existing Purchase Orde	er: Quantity		
Adding Dellars to Line Item No. 1	•	Amount	\$20,000.00
Adding Dollars to Line Item No. 1 Deleting Dollars from Line Item No		the state of the s	\$20,000.00
Deleting Donars from Line frem No	Aujustinent	Amount.	
	Quantity		
Adding Dollars to Line Item No.		Amount:	
Deleting Dollars from Line Item No			
<u>.</u>			
Modify Notes:			
Date of BCC action: ATTACH RE	SUME		
	\$00.000.00		
Previous Purchase Order Total Doll			2
Net Dollars added or subtract:	\$20,000.00		
New Purchase Order Total Dollars:	\$52,000.00		
D 1 0			
Previous Contract Total Dollars:			
Net Dollars added or subtract:			
New Contract Total Dollars:			()
Modifying Cost Centers, Object C	ode/Accounts and Pr	oiect Numbers	
Cost Center Object Code	Project Number	+ / - change	Dollar Amount
310203 54601		+\$20,000.00	\$50,000.00
110502 54601			\$2,000.00
heck if applicable: The Contract Adn	inistrator has directed	the Contractor to	increase the penal su
existing Performance and Payment Bo			
ter value Change Order.			
heck if applicable and provide written			
the amount of the Performance and P	'ayment Bonds have be	en adjusted to 100	% of the new contra
unt.	(back	1/2 2:	Request Prepared
tract Administrator's Certification &	Approval 1000	Date 2	way II
ce of Purchasing Review: Agent	Date Div	_) ision Manager	Date
te of a di channel Mericin Agent			
nty Administrator's Approval			Date



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17699 County Administrator's Report 8. 9.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Change Orders on Contract PD 16-17.008, for Maintenance of

County Parks and Boat Ramps

From: Michael Rhodes, Dept Director

Organization: Parks and Recreation

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Orders on Contract PD 16-17.008, Maintenance of County Parks and Boat Ramps - Michael Rhodes, Parks and Recreation Department Director

That the Board approve and authorize the County Administrator to execute the following Change Orders to Keep Pensacola Beautiful, in the amount of \$57,341.50, on Contract PD 16-17.008, Agreement for Maintenance of County Parks and Boat Ramps:

Department:	Parks and Recreation
Type:	Addition
Amount:	\$53,552.00
Vendor:	Keep Pensacola Beautiful
Project Name:	Maintenance of County Parks and Boat Ramps
Contract:	PD 16-17.008
PO#:	200751
CO#:	1
Original Purchase Order Amount:	\$75,583.00
This CO#1 Amount:	\$53,552.00
New Purchase Order Amount:	\$129,135.00

Department:	Parks and Recreation
Division:	Fishing Bridge
Type:	Addition

Amount:	\$3,789.50
Vendor:	Keep Pensacola Beautiful
Project Name:	Maintenance of County Parks and Boat Ramps
Contract:	PD 16-17.008
PO#:	200749
CO#:	2
Change Order 1:	Object Code Change Only
Original Purchase Order Amount:	\$5,577.00
Cumulative Amount of Change Orders Through this CO:	\$3,789.50
New Purchase Order Amount:	\$9,366.50

[Funding: Fund 001, General Fund, Cost Center 350226, Parks Maintenance, \$12,963.50; Fund 101, Restricted Fund, Cost Center 350236, Fishing Bridge, \$3,789.50; Fund 118, and Fund 353, LOST IV, Cost Center 350221, Parks Projects, \$40,588.50]

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

- Original Agreement and BCC Approval 1-19-17
- BCC Approval of 1st Extension 2-1-18
- BCC Approval of 2nd Extension 1-24-19
- BCC Approval of 6-month Extension 2-6-20

BACKGROUND:

The Invitation to Bid PD16-17.008 was advertised in the Pensacola News Journal on Monday, October 24, 2016. 36 contractors were notified on Monday, October 24, 2016, the notice of the Invitation to Bid was circulated to the clients of the Small Business Development Center on Monday, October 24, 2106. A mandatory pre-bid was held on November 2, 2016. Two prospective bidders attended. The Invitation to Bid PD 16-17.008 was advertised again on November 21, 2016, in the Pensacola News Journal. 36 contractors were notified for the second time on November 21, 2016, the notice of the Invitation to Bid was circulated again by the Small Business Development Center and by the African American Chamber of Commerce. A mandatory pre-bid meeting was held on November 30, 2016. Two prospective bidders attended that had not attended the first mandatory pre-bid meeting. On December 14, 2016, three bids were received. Keep Pensacola Beautiful, Inc., was the low bidder.

The Board approved Contract PD 16-17.008, Maintenance of County Parks and

Boat Ramps on January 19, 2017. The original Contract term allowed a Contract extension renewal option for two 12-month periods and an option for the County to unilaterally extend this Agreement up to an additional six months. The first extension of this Contract was approved by the Board on February 1, 2018. The second extension of this Contract was approved by the Board on January 24, 2019. A six month extension of this Contract was approved by the Board on February 6, 2020.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 350226, Parks Maintenance, \$12,963.50; Fund 101, Restricted Fund, Cost Center 350236, Fishing Bridge, \$3,789.50; and Fund 353, LOST IV, Cost Center 350221, Parks Projects, \$40,588.50.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Parks and Recreation Department will administer the Contract renewal.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17586 County Administrator's Report 8. 10.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Change Order Number #1 to Purchase Order 200481 to

Knowles On Site Repair, Inc

From: JOHN DOSH, Interim Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #1 to Knowles On Site Repair, Inc., for the Public Safety Department's Fire Department - John Dosh, Interim Public Safety Department Director

That the Board approve and authorize the County Administrator to execute and ratify Change Order #1 to Knowles On Site Repair, Inc., adding funds for the repair and maintenance of the Fire Department fleet vehicles:

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	\$50,000
Vendor:	Knowles On Site Repair, Inc.
Project Name:	N/A
Contract:	N/A
Purchase Order #:	200481
Change Order #:	1
Original Award Amount:	\$100,000 (BCC Approved 10/3/19)
Change Order #1 as requested:	\$50,000
Total:	\$150,000

Due to the aging fleet and the increased call volume, repair cost is increasing. The repair of the engine and ladder trucks are essential to the operational needs of the Fire Department.

[Funding Source: Fund 143, Fire Department, Cost Center 330206, Fire Department Paid]

BACKGROUND:

Upon review of the Purchase Order, it has been determined that an additional \$50,000 is needed for the repair and maintenance needs of the Fire Department. Due to the increased call volume and age of the fleet, the repairs and routine maintenance are needed to maintain the level of service needed by the Escambia County residents.

The Fire Department fleet includes 153 apparatuses and support vehicles. This is a diverse fleet allowing Fire Rescue the ability to respond to and mitigate many types of emergencies.

Although the current PO has available funds, we do not believe the balance is sufficient to maintain maintenance through the remainder of the fiscal year.

BUDGETARY IMPACT:

Funds are available in Fund 143, Fire Department, Cost Center 330206, Fire Department Paid

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

vΓ	423016 FAX:	850-466-5726	
Ė	KNOWLES ON SITE REPAIR	INC	
N D	7481 N PALAFOX STREET		
Ο.	PENSACOLA FL 32503		
Ř L	-		

PURCHASE ORDER NO. 200481

N PLEASE EMAIL INVOICES TO: V escambia.invoices@escambiaclerk.com O CLERK OF THE COURT & COMPTROLLER I HON. PAM CHILDERS	
C 221 PALAFOX PLACE, SUITE 140 E PENSACOLA, FL 32502-5843	
S FIRE SERVICES 6575 NORTH "W" STREET P PENSACOLA FL 32505	
T CO ATTN: JP NORRIS 475-5557	

ORDER DATE: 10/17/19 BUYER: BUZZ ROGGENBUCK		BUYER: BUZZ ROGGENBUCK	REQ. N	0.: 20000316	REQ. D	OATE: 10/11/19	
TERM	S: NET 30 D	AYS	F.O.B.: PRE-PAY & ADD	DESC.:			
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE		EXTENSION
01		LOT	Blanket Purchase Order for auto repthe use of Escambia County Fire Resoperations. The County shall be chathe applicable contract price sched status with the lowest prices usual favored customers. VEHICLE MAINTENANCE AND REPAIR. PER 10/1/19 THROUGH 9/30/2020. AS APPROVED BY THE BCC ON 10/3/19	scue i arged dule o lly ex	xclusively n its daily according t r a prefern	/ ced nost	100,000.00
	AS APPROVED BY THE BCC ON 10/3/19						

ITEM#	ACCO	UNT	AMOUNT	PROJECT CODE	PAGE TOTAL	\$	100,000.00
01	330206	54601	100,000.00		TOTAL	\$	100,000.00
			,				
				ρ	0 5	. 11	

APPROVED BY

Original Purchase Order

10-22-19

SOM

GENERAL TERMS AND CONDITIONS

- 1. Acceptance, Entire Agreement- By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
- representative of the buyer and confirmed by such a representative of the Contractor.

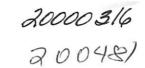
 2. Inspection- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
- 3. Delivery, Risk of Loss- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
 4. Delivery of Excess Quantities If the Contractor delivers quantities of any item in excess of
- 4. Delivery of Excess Quantities- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to \$100 in value without compensating the interests herein. Excess quantities exceeding \$100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
- 5. Time is of the Essence- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
- 6. Delivery Tickets- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
- Material Safety Data Sheet- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
- a current MSD sheet of any hazardous chemical or toxic substance as required by law.

 8. Changes- The Purchasing Manager may at any time, by a written order, and without notice to the surerty, make changes, within the general scope of this PO. in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
- 9. Invoicing and Payment- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat. 10. Taxes— The County is exempt from Florida sales tax, federal taxes on transportation changes
- 10. Taxes— The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
- 11. Government Regulations- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or less resulting from Contractor's failure to do so.
- from and against any liability or loss resulting from Contractor's failure to do so.

 12. Compliance with Laws- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
- 13. Warranties- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
- 14. Warranty of Non-Infringement- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
 15. Work on County Premises- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully
- 15. Work on County Premises- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.

- 16. Liens- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
- 17. Indemnification. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance.
- Insurance- Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
 Contingent Fees- The Contractor warrants that no person or selling agency has been
- 19. Contingent Fees- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
 20. Gratuities- (a) The County may, by written notice to the Contractor, terminate the right of the
- 20. Gratuities- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
- 21. Termination for Default- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
- 22. Termination for Convenience- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
- 23. Force Majeure- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
 24. Assignment. Contractor may not assign this PO or any money due or to become due without
- 24. Assignment. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
- 25. Extent of Obligation The County is obligated hereunder only to the extent of authorized orders placed against this PO.
- 26. Governing Law- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
- 27. Annual Appropriations. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
- 28. Advertising- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
- 29. Public Records- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County Office of the County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502 (850) 595-4947.



DRAFT MINUTES - OCTOBER 3, 2019

COUNTY ADMINISTRATOR'S REPORT - Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Continued...

[Funding: Fund 408, Emergency Services Fund, Cost Center 330302, EMS Operations, Object Code 54601]

Motion: Move the Budget/Finance Consent Agenda in its entirety

Made by: Commissioner Underhill

Seconded by: Commissioner Barry

Disposition: Carried unanimously

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

	Vendor	Amount	Contract Number
Α.	Uniti Fiber, LLC Vendor Number: 193781 911 Network Fund: 145 (E-911) Cost Center: 330404	\$52,000	PD 18-19.044 (expires 8/2024)
B.	City of Pensacola Vendor Number: 406544 Support of 9-1-1 Telecommunications Fund: 145 (E911 Operations) Cost Center: 330404	\$246,000	Agreement with Automatic Renewal, as amended. Approved by BCC 01/23/1996
C.	Henry Schein, Inc. Vendor Number: 131760 Medical Supplies/Pharmaceutical Fund: 408 (EMS) Cost Center: 330302	\$215,000	Florida Contract: 42000000-18-ACS (expires 6/25/20) MMCAP- Contract MMS18016
D.	Cardinal Health Vendor: 030976 Pharmaceutical /Medical Supplies Fund: 408(EMS) Cost Center: 330302	\$90,000	Florida Contract: 268-000-04-1 MMCAP- Contract (effective period current through - no expiration date listed)

(Continued on Page 35)

COUNTY ADMINISTRATOR'S REPORT - Continued

II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

13. Continued...

E.	Howell Truck & Giant Tire Service Vendor Number: 410406 Fire Apparatus Tire Repair Fund: 143 (Fire Protection) Cost Center: 330206	\$80,000	Florida Sheriff's Association Cooperative Purchasing Program FSA19-TRS21.0 (expires 02/28/2022)
F.	Howell Truck & Giant Tire Service Vendor Number: 410406 Fire Apparatus Tire Repair Fund: 408 (EMS) Cost Center: 330302	\$60,000	Florida Sheriff's Association Cooperative Purchasing Program FSA19-TRS21.0 (expires 02/28/2022)
G.	Cellco/Verizon Wireless Vendor: 220218 Cell Service Fund: 001 (General) 408 (EMS) Cost Centers: 330402,330403,330801,330302	\$75,000	GS-35F-0119P (expires 12/2/2023)
Н.	Cellco/Verizon Wireless Vendor: 220218 Cell Service Fund: 143 (Fire Protection) Cost Center: 330206	\$50,268	GS-35F-0119P (expires 12/2/2023)
11	Galls, Inc. Vendor: 070290 Uniforms Fund: 001 (General) 408 (EMS Cost Centers: 330402, 330403, 330302	\$135,000	PD 16-17.093 (expires 12/2020)
1	Galls, Inc. Vendor: 070290 Uniforms Fund: 143 (Fire) Cost Center: 330206	\$80,000	PD 16-17.093 (expires 12/2020)

(Continued on Page 36)

COUNTY ADMINISTRATOR'S REPORT - Continued

II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

13. Continued...

i k	Ward International Trucks, LLC Vendor Number: 230580 Ambulance Repair Fund: 408 (EMS) Cost Center: 330302	\$550,000	Original Equipment Approved Vendor Blanket Purchase Order
11	Ward International Trucks, LLC Vendor Number: 230580 Apparatus Repair Fund: 143 (Fire Services) Cost Center: 330206	\$50,000	Original Equipment Approved Vendor Blanket Purchase Order
M.	G & S Holdings, LLC Vendor Number: 050992 Apparatus Repair Fund: 143 (Fire Services) Cost Center: 330206	\$125,000	Blanket Purchase Order Preferred Vendor
N.	Teleflex Vendor Number: 425904 Medical Supplies Fund: 408 (EMS) Cost Center: 330302	\$100,000	Blanket Purchase Order Preferred Vendor
0.	Infor Public Sector, Inc. Vendor Number: 090615 Fund: 001 (General) 145 (Fire) 408 (EMS) Cost Centers: 330403, 330206, 330302	\$61,754	Original Equipment Manufacturer Maintenance Renewal
P.	McKesson Medical-Surgical, Inc. Vendor Number: 423474 Medical Supplies Fund: 408 EMS Cost Center: 330302	\$90,000	Florida Contract: 42000000-18-ACS (expires 2/23/20) MMCAP- Contract MMS18000 Blanket Purchase Order

(Continued on Page 37)

COUNTY ADMINISTRATOR'S REPORT - Continued

II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

13. Continued...

Q.	Knowles On Site Repair, Inc. Vendor Number: 423016 Apparatus Repair Fund: 145 (Fire) Cost Center: 330206	\$100,000	Blanket Purchase Order Preferred Vendor
R.	Sunbelt Fire, Inc. Vendor Number: 195886 Fund: 145 (Fire) Cost Center: 330206	\$250,000	PD 18-19.003 (expires 6/2020) Blanket Purchase Order
S.	Ten-8 Fire Equipment Inc Vendor Number: 200935 Fund: 145 (Fire) Cost Center: 330206	\$90,000	PD 18-19.003 (expires 6/2020) Blanket Purchase Order
Τ.	AT&T Vendor Number: 010542 911 Communications Fund:145 (E-911) Cost Center: 330404	\$192,000	Annual Support Service for Original Equipment

Motion: Move the Budget/Finance Consent Agenda in its entirety

Made by: Commissioner Underhill

Seconded by: Commissioner Barry

Disposition: Carried unanimously



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17587 County Administrator's Report 8. 11.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Change Order Number 1 to Purchase Order 200321 to Ward

International Trucks Inc

From: JOHN DOSH, Interim Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #1 to Ward International Trucks, Inc., for the Public Safety Department's Fire Department - John Dosh, Interim Public Safety Department Director

That the Board approve and authorize the County Administrator to execute and ratify the following Change Order #1 to Ward International Trucks, Inc., adding funds for the repair and maintenance of the Fire Department fleet vehicles:

Department:	Public Safety
Division:	Fire Department
Type:	Addition
Amount:	\$25,000
Vendor:	Ward International Trucks, Inc.
Project Name:	N/A
Contract:	N/A
Purchase Order #:	200321 (BCC Approved 10/3/19)
Change Order #:	1
Original Award Amount:	\$25,000
Change Order #1 as requested:	\$25,000
Total:	\$50,000

Due to the aging fleet and the increased call volume, repair cost is increasing. The repair of the engine and ladder trucks are essential to the operational needs of the Fire Department.

[Funding Source: Fund 143, Fire Department, Cost Center 330206, Fire Department Paid]

BACKGROUND:

Upon review of the Purchase Order, it has been determined that an additional \$25,000 is needed for the repair and maintenance needs of the Fire Department. Due to the increased call volume and age of the fleet, the repairs and routine maintenance are needed to maintain the level of service needed by the Escambia County residents.

The Fire Department fleet includes 153 apparatuses and support vehicles. This is a diverse fleeting allowing fire rescue the ability to respond to and mitigate many types of emergencies.

The current PO funds have been exhausted.

BUDGETARY IMPACT:

Funds are available in Fund 143, Fire Department , Cost Center 330206, Fire Department Paid

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

vΓ	230582		251-433-	5617
E N	WARD INTERNATION			LLC
N D O R	5885 NORTH 'W'		010 01 11	
Ř ∟	PENSACOLA FL 3	2505		

PURCHASE ORDER NO. 200321

V e	PLEASE EMAIL INVOICES TO: escambia.invoices@escambiaclerk.com CLERK OF THE COURT & COMPTROLLER HON, PAM CHILDERS	
C 2	221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL 32502-5843	
(FIRE SERVICES 6575 NORTH "W" STREET PENSACOLA FL 32505	
T L O ATT	TN: JP NORRIS 475-5557	

0000			DUVED	DEO NO	2	I BEO	DATE: / /
ORDE	R DATE: 10/0	9/19	BUYER: PAUL NOBLES		20000313	REU	. DATE: 10/11/19
TERM	S: NET 30	DAYS	F.O.B.: PRE PAY AND ADD	DESC.:			
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE		EXTENSION
01	1.00	LOT	Blanket Purchase order for repair as vehicles exclusively for the use of Fire-Rescue in its daily operations be charged according to the applical schedule or a preferred status with usually extended to most favored custoriginal equipment approved vendor. REPAIR AND MAINTENANCE OF FIRE APPAIFOR THE PERIOD OF 10/01/19 THROUGH 09/30/20. AS APPROVED BY THE BCC OF 10/3/19	Escar The ble co the l stomer	mbia County County shapentract price lowest price rs.	y all ice ces	25,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL		25,000.00
					TOTAL	\$	25,000.00
01	330206 5	64601	25,000.00				
		5/ 5/2-2+24/524/4/326/2	abbert Premierra (• VII 660 km), sit indhelig beran (public) — Nellici (
		1					
		1					
		1				. 1	
1 1		1		\sim //	. //-	\ ^ /\ \ \ \	

APPROVED BY

Original Purchase Order

GENERAL TERMS AND CONDITIONS

- 1. Acceptance, Entire Agreement- By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
- 2. Inspection- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
- 3. Delivery, Risk of Loss- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in our event will such prode by prefered by the County's option, replacement of such goods.
- but in no event will such goods be replaced by the Contractor without County's written consent.

 4. Delivery of Excess Quantities- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to \$100 in value without compensating the interests herein. Excess quantities exceeding \$100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
- 5. Time is of the Essence- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
- 6. Delivery Tickets- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
- 7. Material Safety Data Sheet- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law
- a current MSD sheet of any hazardous chemical or toxic substance as required by law.

 8. Changes- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
- 9. Invoicing and Payment- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat. 10. Taxes— The County is exempt from Florida sales tax, federal taxes on transportation changes
- 10. Taxes— The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid
- 11. Government Regulations- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
- 12. Compliance with Laws- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
- 13. Warranties- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
- 14. Warranty of Non-Infringement- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
- information and assistance by the County for the defense or settlement thereof.

 15. Work on County Premises- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.

- 16. Liens- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claimfiles.
- 17. Indemnification. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as essult of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
- 18. Insurance Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
- 19. Contingent Fees- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 20. Gratuities- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
- 21. Termination for Default- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
- 22. Termination for Convenience- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the present precipions of this PO for preprince rendered pairs to the feetilized date of termination.
- the payment provisions of this PO for services rendered prior to the effective date of termination.

 23. Force Majeure- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
- 24. Assignment. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
- 25.Extent of Obligation The County is obligated hereunder only to the extent of authorized orders placed against this PO.
- 26. Governing Law- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
 27. Annual Appropriations. The County's performance and obligation to pay under this PO shall
- 27. Annual Appropriations. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
 28. Advertising- Without the prior written consent of the County in each instance, Contractor shall
- 28. Advertising- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
 29. Public Records- The Contractor acknowledges that this Agreement and any related financial
- 29. Public Records- The Contractor acknowledges that this Agreement and any related inflandar records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County Office of the County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502 (850) 595-4947.

COUNTY ADMINISTRATOR'S REPORT - Continued

II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

13. Continued...

- .	Howell Truck & Giant Tire Service Vendor Number: 410406 Fire Apparatus Tire Repair Fund: 143 (Fire Protection) Cost Center: 330206	\$80,000	Florida Sheriff's Association Cooperative Purchasing Program FSA19-TRS21.0 (expires 02/28/2022)
1 h	Howell Truck & Giant Tire Service Vendor Number: 410406 Fire Apparatus Tire Repair Fund: 408 (EMS) Cost Center: 330302	\$60,000	Florida Sheriff's Association Cooperative Purchasing Program FSA19-TRS21.0 (expires 02/28/2022)
G.	Cellco/Verizon Wireless Vendor: 220218 Cell Service Fund: 001 (General) 408 (EMS) Cost Centers: 330402,330403,330801,330302	\$75,000	GS-35F-0119P (expires 12/2/2023)
Н.	Cellco/Verizon Wireless Vendor: 220218 Cell Service Fund: 143 (Fire Protection) Cost Center: 330206	\$50,268	GS-35F-0119P (expires 12/2/2023)
I .	Galls, Inc. Vendor: 070290 Uniforms Fund: 001 (General) 408 (EMS Cost Centers: 330402, 330403, 330302	\$135,000	PD 16-17.093 (expires 12/2020)
•	Galls, Inc. Vendor: 070290 Uniforms Fund: 143 (Fire) Cost Center: 330206	\$80,000	PD 16-17.093 (expires 12/2020)

(Continued on Page 36)

COUNTY ADMINISTRATOR'S REPORT - Continued

II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

13. Continued...

I K	Ward International Trucks, LLC Vendor Number: 230580 Ambulance Repair Fund: 408 (EMS) Cost Center: 330302	\$550,000	Original Equipment Approved Vendor Blanket Purchase Order
L.	Ward International Trucks, LLC Vendor Number: 230580 Apparatus Repair Fund: 143 (Fire Services) Cost Center: 330206	\$50,000	Original Equipment Approved Vendor Blanket Purchase Order
M.	G & S Holdings, LLC Vendor Number: 050992 Apparatus Repair Fund: 143 (Fire Services) Cost Center: 330206	\$125,000	Blanket Purchase Order Preferred Vendor
N.	Teleflex Vendor Number: 425904 Medical Supplies Fund: 408 (EMS) Cost Center: 330302	\$100,000	Blanket Purchase Order Preferred Vendor
0.	Infor Public Sector, Inc. Vendor Number: 090615 Fund: 001 (General) 145 (Fire) 408 (EMS) Cost Centers: 330403, 330206, 330302	\$61,754	Original Equipment Manufacturer Maintenance Renewal
Ρ.	McKesson Medical-Surgical, Inc. Vendor Number: 423474 Medical Supplies Fund: 408 EMS Cost Center: 330302	\$90,000	Florida Contract: 42000000-18-ACS (expires 2/23/20) MMCAP- Contract MMS18000 Blanket Purchase Order

(Continued on Page 37)

COUNTY ADMINISTRATOR'S REPORT - Continued

II. BUDGET/FINANCE CONSENT AGENDA - Continued

13. Continued...

Q.	Knowles On Site Repair, Inc. Vendor Number: 423016 Apparatus Repair Fund: 145 (Fire) Cost Center: 330206	\$100,000	Blanket Purchase Order Preferred Vendor
R.	Sunbelt Fire, Inc. Vendor Number: 195886 Fund: 145 (Fire) Cost Center: 330206	\$250,000	PD 18-19.003 (expires 6/2020) Blanket Purchase Order
S.	Ten-8 Fire Equipment Inc Vendor Number: 200935 Fund: 145 (Fire) Cost Center: 330206	\$90,000	PD 18-19.003 (expires 6/2020) Blanket Purchase Order
T.	AT&T Vendor Number: 010542 911 Communications Fund:145 (E-911) Cost Center: 330404	\$192,000	Annual Support Service for Original Equipment

Motion: Move the Budget/Finance Consent Agenda in its entirety

Made by: Commissioner Underhill Seconded by: Commissioner Barry

Disposition: Carried unanimously



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17698 County Administrator's Report 8. 12.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Default on the Purchase of County-Owned Real Property

Located at PARK - Spanish Trail Villa

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 PARK - Spanish Trail Villa - 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 PARK - Spanish Trail Villa, Account #01-0319-190, Reference #: 06-1S-29-3500-000-044. This property is located in District 4.

A. Declare Jeff Limanowski, the successful bidder of the above-referenced parcel, to be in default of the terms of the Contract between him and the County for the purchase of County-owned parcel located at PARK - Spanish Trail Villa, for failure to close in the timeframe prescribed by the terms of the Contract;

- B. Retain the deposit made by Jeff Limanowski, in the amount of \$532, for the parcel located at PARK Spanish Trail Villa; and
- C. Authorize the parcel to be re-advertised for sale at another auction, or remove from the surplus list.

BACKGROUND:

Jeff Limanowski was the successful bidder in the surplus real property auction ending October 28, 2019, wherein he bid \$5320 for the parcel located at PARK - Spanish Trail Villa. On October 29, 2019, Mr. Limanowski completed the 10% Deposit and Purchase Form and submitted his bid deposit to the County, in the amount of \$532, for the aforementioned parcel. The County Attorney's Office

mailed a set of closing documents to Mr. Limanowski on November 7, 2019. To date, Mr. Limanowski has not executed the Agreement for Sale and Purchase. On January 17, 2020, Mr. Limanowski requested and was granted an extension to close, not later than February 18, 2020, to no avail.

On March 12, 2020, a certified letter was mailed to Mr. Limanowski by the County Administrator, advising that he had failed to execute the Agreement for Sale and Purchase or any of the closing documents, and that the Administrator would recommend the Board find him to be in default of the terms of the sale, retain the bid deposit, and authorize the property to be re-advertised at another auction or rescind the Board action declaring the parcel as surplus.

BUDGETARY IMPACT:

The 10% bid deposit submitted by Mr. Limanowski was deposited into the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Florida Statute 95.36, and Escambia County Code of Ordinances Section 46.134

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BCC Resume Page - October 3, 2019

10% Deposit & Purchase Form - Jeff Limanowski

Certified Letter to Jeff Limanowki - mailed 3/12/2020

MINUTES - OCTOBER 3, 2019

COUNTY ADMINISTRATOR'S REPORT - Continued

II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

- 11. <u>Recommendation:</u> That the Board take the following action concerning the surplus and sale of County-owned Property PARK (in the Spanish Trail Villas Subdivision):
 - A. Authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property, if occupied;
 - B. Declare surplus the Board's real property that is a PARK (in the Spanish Trail Villas Subdivision), located in District 4; Account #: 01-0319-190; Reference#: 06-1S-29-3500-000-044; Property Appraiser's current assessed value: \$5,320;
 - C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the Property Appraiser's current assessed value. This property has been reviewed by County staff and it has been determined that the County does not have a need for this property; and
 - D. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

Motion: Move the Budget/Finance Consent Agenda in its entirety

Made by: Commissioner Underhill

Seconded by: Commissioner Barry

Disposition: Carried unanimously

- 12. <u>Recommendation:</u> That the Board take the following action regarding the Approval to Issue Fiscal Year 2019/2020 Purchase Order, in Excess of \$50,000, to Stryker Sales Corporation for the maintenance Contract renewal of the Power Load System and Power Cots that lift stretchers in and out of ambulances for the Public Safety Department:
 - A. Authorize the County Administrator to sign the ProCare Services Agreement for annual maintenance for 30 power load systems and 37 power cots. The original purchase of the equipment was purchased according to Specification Number PD 15-16.084; and
 - B. Authorize the issuance of a Purchase Order to Stryker Sales Corporation, in the amount of \$80,556.80, to renew the annual maintenance Contract.

(Continued on Page 34)

10% DEPOSIT & PURCHASE FORM

ESCAMBIA COUNTY FLORIDA

Management & Budget Services Bureau
Property Sales, Suite 440

Surplus Land Sale

Property Sales, Suite 440 221 Palafox Place, Pensacola, FL 32502 Phone No: (850)595-4996	OCTOBER 20	19 AUCTION
<u>OFFER (</u> SHALL BE COMPLETE)	D BY OFFEROR)	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:	327 60 9334 101696771	SUFO Rui wang
BIDDER NAME: JEFF LIMMINUM; ADDRESS: 1420 E MORENO ST CITY, ST. & ZIP: PENSINCOLA EL 32591		
PHONE NO.: (······································	
I certify that this bid is made without prior understanding, agr or person submitting a bid for the same materials, supplies or collusion or fraud. I agree to abide by all conditions of this bi for the bidder and that the bidder is in compliance with all recond limited to certification requirements. In submitting a bid agrees that if the bid is accepted, the County will convey, sell rights, title and interest in items being sold.	equipment, and is in all	respects fair and without
JEGF LIMANUME AND TITLE OF PERSON AUTHORIZED T		
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFE 10-30-19		

^{**} Failure to execute this Form binding the bidder's offer shall result in this bid/proposal being rejected as non-responsive.

SURPLUS LAND SALE BID FORM

TO:

BOARD OF COUNTY COMMISSIONERS OF

ESCAMBIA COUNTY, FLORIDA PENSACOLA, FLORIDA 32502

THIS BID FORM, is submitted to ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida ("COUNTY"), acting by and through its duly authorized BOARD OF COUNTY COMMISSIONERS ("BOARD"), in accordance with the Invitation To Bid and constitutes my offer to purchase the real property legally described therein. I have complied with and otherwise accept the terms included and offer to purchase the property identified therein for the following amount:

PROPERTY	Reference#	Starting Bid	Actual Sales Price
200 W Winthrop Avenue (HOUSE)	512\$307061022012	\$ 40,628.00	
300 Blk Gulf Beach Hwy (COMMERCIAL)	502\$305090020003	\$ 13,851.00	
603 Coulter Avenue (CANTONMENT)	101N314101020018	\$ 12,825.00	
4700 Blk Richardson Road (MOLINO)	142N314006000009	\$ 11,400.00	
17 Carey Ave (PEN HAVEN S/D)	342\$301150011003	\$ 10,260.00	
89 Leyte Drive (WARRINGTON)	502\$306070120004	\$ 5,540.00	
3722 James Avenue (Brownsville)	342S300660000021	\$ 4,886.00	
3502 W Cervantes Street (BROWNSVILLE)	332\$303300092265	\$ 6,251.00	
708 Escambia Avenue (CANTONMENT)	101N314101071005	\$ 10,389.00	
200 Hilltop Road Blk (CENTURY)	055N302117000001	\$ 3,325.00	\$ 3,325.00
PARK (Spanish Trail Villas) LANDLOCKED	061S293500000044	\$ 5,320.00	\$ 5,320.00
4900 Blk Sierra Drive (LANDLOCKED)	012S314301001002	\$ 6,175.00	

(Please circle one: cashier's check, certified check, money order, or bid bond) payable to Escambia County, Florida in the amount of \$ 537 00. 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.
I further acknowledge the information contained on this Bid Form is true and correct to the best of my knowledge and belief.
Please fill out information below with your <u>FULL LEGAL NAME</u> .
BIDDER: JGF (JMANUNG)
Printed LEGAL Name: JEGERY CIMPUNELLI
Signature: Date: 10-30-19 Address: Date: 10-30-19
Address: 100 1620 Emorrono St ptnsaccin El 32503
Telephone Number: Fax Number:

E-mail Address:

Cell Phone Number: 630-2768728

In accordance with the bid instructions, I have attached to this Bid Form a bid deposit in the form of a

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA



Janice P. Gilley County Administrator

March 11, 2020

Telephone (850) 595-3935

221 Palafox Place, Suite 420 Pensacola, Florida 32502

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED: 7002 0460 0003 1600 5732

Jeff Limanowski & Rui Wang 1620 E Moreno Street Pensacola, FL 32503

Re:

County's Sale of Property Located at PARK - Spanish T

Tax Account #: 01-0319-190

Dear Mr. Limanowski and Ms. Wang:

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Bomestic Mail Only: No Insurance Coverage Provided)

Postage \$

Certified Fee | Postmark (A)

Restricted Delivery Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees | Postmark (A)

Sent To Jeff Limanowski + Ra 38502-99

Street, Apt. No.; or PO Box No. | 620 E Morano Street

City, State, ZIP+4 Pensacola FL 32503

PS Form 3800, January 2001 | See Reverse for Instructions

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 (\$5,320) in the online property auction that ended on October 28, 2019. I understand that on October 30, 2019, you presented with a check payable to Escambia County in the amount of \$532 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 November 7, 2019. County staff has indicated that they have attempted to work with you in this regard, and that you requested and were granted an extension to close no later than February 18, 2020, 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 April 2, 2020, 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 or rescind the Board action declaring the parcel as surplus.

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



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17516 County Administrator's Report 8. 13.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: SBA#055 - Sheriff's Off-Duty Officer Reimbursements, Public

Records, Auto Repairs, Misc. Fees, and Investigation Costs

From: STEPHAN HALL, Budget Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #055, Sheriff's Department, Henrique Dias, Chief Financial Officer - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #055, General Fund (001), in the amount of \$23,554, to recognize the Sheriffs off-duty officer, public records, auto repairs, miscellaneous reimbursements/fees, 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.

BACKGROUND:

The Sheriffs Department has received off-duty officer, public records, auto repairs, miscellaneous reimbursements/fees, and investigative costs, associated with providing law enforcement and services in Escambia County totaling \$23,554. These funds will be placed back into the Sheriffs General Fund Budget to off-set programmatic costs.

BUDGETARY IMPACT:

This Amendment will increase Fund 001 (General Fund) by \$23,554.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S.129.06 -Execution and Amendment of Budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#055 Backup SBA#055 David Morgan, Sheriff - Escambia County Sheriff's Office 1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262

CHECK NO.

10027658

Account	Purchase Order	Invoice Number	Amount	Description
001 208201		20FEB-04	17,820.50	EDE JAN20
				369a39

262 BOARD OF COUNTY COMMISSIONERS

Stop waiting on the mail - Ask us about electronic payments - Contact us at: payables@escambiaso.com

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK. 🗈



DAVID MORGAN, SHERIFF ESCAMBIA COUNTY SHERIFF'S OFFICE GENERAL FUND ACCOUNT P.O. BOX 18770 PENSACOLA, FLORIDA 32523-8770 (850)436-9541 BBVA Compass Bank PENSACOLA, FLORIDA

CHECK DATE CHECK NO. 02/06/20 10027658

AMOUNT \$

****17,820.50*

 ${f P}_{
m AY}$ the sum of seventeen thousand, eight hundred twenty dollars & 50 cents

TO THE ORDER OF

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FL 221 S PALAFOX PLACE STE 140

PENSACOLA FL 32501

David Rogan

#°10027658#°063013924#6748697878#

rint Mail 866-667-2861

Extra Duty Employment Fee'sJanuary 2020

Budget Unit; 001 AND Account Title: DTOG-EXTRA DUTY FEES AND Transaction Date: Between Jan 1, 2020 12:00 AM and Jan 31, 2020 11:59 PM

Transaction Date: Ascending order Payer Name	Transaction Date	4	Budget Unit Account Code	G/L Cash Account	Account Title	Transaction Amou
ITHONY CALOGERO	01/08	/2020 00	208201	101001	DTOG-EXTRA DUTY FEES	\$80
ANIEL VINCENT WELLER	01/08	/2020 00	1 208201	101001	DTOG-EXTRA DUTY FEES	\$24
ARREN ROBINSON	01/08	/2020 00	1 208201	101001	DTOG-EXTRA DUTY FEES	\$104
ABRIELLE MARCOOL	01/08	/2020 00	1 208201	101001	DTOG-EXTRA DUTY FEES	\$41
ICKY CAUDELL	01/08	/2020 00	1 208201	101001	DTOG-EXTRA DUTY FEES	\$31
COTT RIVKIN	01/08	/2020 00	208201	101001	DTOG-EXTRA DUTY FEES	\$41
EVEN MORRIS	01/08	/2020 00		101001	DTOG-EXTRA DUTY FEES	\$7
NJAMIN DUNLAP	. 01/09	/2020 00		101001	DTOG-EXTRA DUTY FEES	\$7.
DBBY KERSEY		/2020 00		101001	DTOG-EXTRA DUTY FEES	\$50
RADLEY BAKER		/2020 00		101001	DTOG-EXTRA DUTY FEES	\$6
RIAN SHORETTE		/2020 00		101001	DTOG-EXTRA DUTY FEES	\$4-
HAD BROWN	100.000	/2020 00		101001	DTOG-EXTRA DUTY FEES	\$30
INTHIA PALEN '	000150000	/2020 00		101001	DTOG-EXTRA DUTY FEES DTOG-EXTRA DUTY FEES	\$11 ⁴ \$8
ONOVAN MCCLURG		/2020 00		101001	DTOG-EXTRA DUTY FEES	\$2
AROLD WAYNE GULSBY		/2020 00		101001 101001	DTOG-EXTRA DUTY FEES	\$6
FFREY GILLESPIE		/2020 00		101001	DTOG-EXTRA DUTY FEES	\$
N HOLYFIELD		/2020 00 /2020 00		101001	DTOG-EXTRA DUTY FEES	\$1
ATTHEW BEATY		/2020 00		101001	DTOG-EXTRA DUTY FEES	\$12
ICHAEL WORKMAN	and the second s	/2020 00		101001	DTOG-EXTRA DUTY FEES	\$
FATE OF PL DEPT OF FINANCIAL SVCS		/2020 00		101001	DTOG-EXTRA DUTY FEES	\$2
AXTON LANGFORD		/2020 00		101001	DTOG-EXTRA DUTY FEES	\$4
ILLIAM HENLEY		/2020 00		101001	DTOG-EXTRA DUTY FEES	\$6
RYAN POOLE	The state of the s	/2020 00		101001	DTOG-EXTRA DUTY FEES	\$
HARLES DICKIN		/2020 00		101001	DTOG-EXTRA DUTY FEES	\$3
HRISTOPHER PHELPS		/2020 00		101001	DTOG-EXTRA DUTY FEES	. \$1
AVID BROWN	01/10	/2020 00	1 208201	101001	DTOG-EXTRA DUTY FEES	\$4
TON MEADOWS	01/10	/2020 00	1 208201	101001	DTOG-EXTRA DUTY FEES	\$2
ANK FORTE	01/1	/2020 00	1 208201	101001	DTOG-EXTRA DUTY FEES	\$3
ARRY KILPATRICK	01/1	/2020 00	1 208201	101001	DTOG-EXTRA DUTY FEES	\$4
KE BANDURSKI	01/1	/2020 00		101001	DTOG-EXTRA DUTY FEES	\$4
MES BARNES		/2020 00		101001	DTOG-EXTRA DUTY FEES	\$4
RED SEABURY		/2020 00		101001	DTOG-EXTRA DUTY FEES	\$15
REMIAH MEEKS		/2020 00		101001	DTOG-EXTRA DUTY FEES	\$9 \$15
MMIE WIGGINS		/2020 00		101001	DTOG-EXTRA DUTY FEES DTOG-EXTRA DUTY FEES	\$15
SHUA MICHAEL TIMO)/2020 00		101001 101001	DTOG-EXTRA DUTY FEES) \$5
STIN FOUNTAIN)/2020 00		101001	DTOG-EXTRA DUTY FEES	\$3
ICHAEL HOYLAND)/2020 00)/2020 00		101001	DTOG-EXTRA DUTY FEES	\$6
TER BONALD CALLEDN)/2020 00)/2020 00		101001	DTOG-EXTRA DUTY FEES	\$7
TER RONALD GALLION DBERT GUY		7/2020 00 1/2020 00		101001	DTOG-EXTRA DUTY FEES	\$1
DBERT HARMON		/2020 00		101001	DTOG-EXTRA DUTY FEES	\$4
HAWN VESTAL '		/2020 00		101001	DTOG-EXTRA DUTY FEES	\$4
EVEN HARDY)/2020 OO		101001	DTOG-EXTRA DUTY FEES	\$4
ILLIAM HALLFORD)/2020 00		101001	DTOG-EXTRA DUTY FEES	\$21
ITHONY TAMPARY		9/2020 00		101001	DTOG-EXTRA DUTY FEES	\$2
RTON FRYER		3/2020 00		101001	DTOG-EXTRA DUTY FEES	\$3
ARLES BREWER	01/1	3/2020 00	1 208201	101001	DTOG-EXTRA DUTY FEES	\$1
RISTINA HERNANDEZ	01/1	3/2020 00	1 208201	101001	DTOG-EXTRA DUTY FEES	\$1
REY SMITH	01/1	3/2020 00	208201	101001	DTOG-EXTRA DUTY FEES	\$14
VID BASHORE	01/1	3/2020 00	1 208201	101001	DTOG-EXTRA DUTY FEES	\$3
VID RAMIRES	01/1	3/2020 00	1 208201	101001	DTOG-EXTRA DUTY FEES	\$:
COB HOLLOWAY	01/1	3/2020 00		101001	DTOG-EXTRA DUTY FEES	\$1
MES GILMAN		3/2020 00		1010p1	DTOG-EXTRA DUTY FEES	\$10
ерн негир		3/2020 00		101001	DTOG-EXTRA DUTY FEES	\$
KE MCCRACKEN		3/2020 00		101001	DTOG-EXTRA DUTY FEES	- \$1
TTHEW BEVINS		3/2020 00		101001	DTOG-EXTRA DUTY FEES	\$1
TTHEW ROE		3/2020 00		101001	DTOG-EXTRA DUTY FEES	\$
LISSA SALTER		3/2020 00		101001	DTOG-EXTRA DUTY FEES	\$ \$1
LONY PETERSON		3/2020 00		101001	DTOG-EXTRA DUTY FEES	\$1
CHAEL COBURN '	1	3/2020 00		101001	DTOG-EXTRA DUTY FEES	
TRICK ROBERTS		3/2020 00		101001	DTOG-EXTRA DUTY FEES DTOG-EXTRA DUTY FEES	\$1
BERT POLLOCK	100	3/2020 00		101001	DTOG-EXTRA DUTY FEES	, \$ \$
AN PATTERSON		3/2020 00		101001	DTOG-EXTRA DUTY FEES	\$
MA BARBER		3/2020 00		101001		\$
NOTIFICATION AND AND AND AND AND AND AND AND AND AN						
MOTHY EDMONSON MOTHY FOX		3/2020 00 3/2020 00		101001 101001	DTOG-EXTRA DUTY FEES DTOG-EXTRA DUTY FEES	١٠

c.						
DEAH SAPP		01/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$43.00
DOUGLAS SHOEMAKER		01/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$60.00
GERARD OSTROM JR.		01/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$17.00
GREGORY JOSEPH GOULT		01/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$84.00
JAMAL R VINSON		01/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$111.00
JAMES FREEMAN	1	01/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$136.00
JASON VON ANSBACH-YOUNG		01/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$70.00
KRISTI BERRY		01/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$32.00
MATTHEW JOHNSON		01/14/2020 001	208201	101001 .	DTOG-EXTRA DUTY FEES	\$86.00 \$122.00
PETER KAMAU		01/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$10.00
RICHIE FAUNCE		01/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES DTOG-EXTRA DUTY FEES	\$116.00
RUFUS JACKSON		01/14/2020 001	208201 208201	101001 101001	DTOG-EXTRA DUTY FEES	\$198.00
SCOTT WEEKS	9	01/14/2020 001 01/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$78.00
SHELIA M. CHEEKS		01/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$30.00
THOMAS JOYNER TONY GODWIN		01/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$293.00
BRYAN BARTON		01/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$106.00
CHAD ROOP		01/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$207.00
CHASE HORNE		01/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$59.00
JEFF CUTAIO		01/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$137.50
JOHNATHAN MASHBURN	XI	01/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$15.50
JOSEPH PARENTE		01/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$16.00
JOSHUA TAYLOR		01/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$16.0b
KEITH LEVERETT JR		01/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$66.00 \$43.50
MEL ALTON PFEIFFER		01/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES DTOG-EXTRA DUTY FEES	\$43.50 \$23.00
MILDRED SMALLWOOD		01/15/2020 001	208201 208201	101001 101001	DTOG-EXTRA DUTY FEES DTOG-EXTRA DUTY FEES	\$16.00
PHILIP E GOBLE		01/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$24.00
THOMAS BORTNER TIMOTHY RUBLE		01/15/2020 001 01/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$24.00
TOD DAY		01/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$102.50
TOM GREER		01/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$74.50
TRAVIS PEĄCOCK		01/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$64.00
ANDREW LEONARD		01/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$118.00
CHRISTOPHER CULL		01/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$8.00
CHRISTOPHER DANIEL		01/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$20.00
DAVID BJORENSEN	1	01/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$204.00
HARRY GREEN		01/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$104.50
HEATH CHEATHAM		01/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$123.50
JAMES M FREEMAN II		01/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES DTOG-EXTRA DUTY FEES	\$95.00 \$152.00
JEREMY JARMAN		01/16/2020 001	208201	101001		\$152.00 \$166.00
JOHN WATKINS		01/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES DTOG-EXTRA DUTY FEES	\$72.00
JOSE M OLIVERAS		01/16/2020 001 01/16/2020 001	208201 208201	101001 101001	DTOG-EXTRA DUTY FEES	\$15.00
MICHAEL WILLIAMS	Ĩ	01/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$76.50
RICKY HOWELL		01/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$32.00
ROBERT CLARK		01/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$59.00
STANLEY WEHMEIER		01/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$132.00
ALEX JEREMY VINSON		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$10.00
ANDREW KILGEN		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES 1	\$16.00
AUGUSTUS FETTERHOFF	90	01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$26.00
BOBBY SMALL		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$32.00
BRANDON BEECH		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$206.00 \$105.00
BRANDON GEISLER		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES DTOG-EXTRA DUTY FEES	\$105.00 \$122.00
BURT CRAFT		01/17/2020 001	208201 208201	101001 101001	DTOG-EXTRA DUTY FEES DTOG-EXTRA DUTY FEES	\$125.00
CHRISTIAN COAD		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$28.00
DAVID ASHTON		01/17/2020 001 01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$8.00
DONALD SELLEDS		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$28.00
DONALD SELLERS		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$11.50
JAMES C BARNETT JASON DONNELLY		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$101.00
JENNIFER WATERS		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$24.00
JEREMY SMALL		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$214.00
JESSICA WOOD		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$32.00
JOSEPH CARAWAY		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$76.00
JOSHUA MICHAEL RASMUSSEN	ĩ	01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$10.00
JUSTIN ROBBINS		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$50.00 \$177.00
KENNETH BULL		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$177.00 \$233.50
KEVIN BIGGS		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES DTOG-EXTRA DUTY FEES	\$233.50 \$55.50
KEVIN STACK		01/17/2020 001	208201	101001 101001	DTOG-EXTRA DUTY FEES DTOG-EXTRA DUTY FEES	\$122.00
MITCHELL STEVENS		01/17/2020 001	208201 208201	101001	DTOG-EXTRA DUTY FEES	\$21.00
NATESHA WEST		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$62.00
NICHOLAS CARPENTER		01/17/2020 001	200201	202001		- Apartics
15	1				neo.	
, in the second						1
					· ·	1990

					Ţ	
		,				
PAMELA WHITLOCK		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
PATRICK FRAZIER		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
RAYMOND M. MATHENY II		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
ROBERT BENTON-JEFFERS		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
SHANNAN EDDINS		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
STEPHEN SCHAFF		01/17/2020 001	208201 208201	101001 101001	DTOG-EXTRA DUTY FEES DTOG-EXTRA DUTY FEES	
STEVEN GOZZE LEITE THOMAS GARRETT		01/17/2020 001 01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
THOMAS KELLY		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
TIMOTHY F GRAVES		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
TIMYRON YOUNG		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
WILLIAM POWELL		01/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
AARON MYERS		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
ALBERT GEORGE KALBER	ř	01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
AMANDA KELLY FREEMAN	· ·	01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
ANDREW NICHOLS		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
ANH THACH		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES DTOG-EXTRA DUTY FEES	
ANTHONY JENNINGS		01/21/2020 001 01/21/2020 001	208201 208201	101001 101001	DTOG-EXTRA DUTY FEES	
BAMBI SELLARS BRANDON GODFREY		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
BRANDON GODFREY BRANDON MINOR		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
BRIAN RUPERT		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
BROC SECOR	1	01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
CALEB ODOM		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	10
CASEY WARD BOWLING		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	Va.
CHRISTOPHER ANGLE		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
CHRISTOPHER SOWELL		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
CONOR MCKINLEY		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
COREY CAVES		01/21/2020 001	208201	101001 101001	DTOG-EXTRA DUTY FEES DTOG-EXTRA DUTY FEES	
CRISTA POPE		01/21/2020 001 01/21/2020 001	208201 208201	101001	DTOG-EXTRA DUTY FEES	
CURTIS CEPHAS DALTON HEIGELE		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
DAVID COLLIER		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
DAVID RAPPA '		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
DELARIAN WIGGINS		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
DOYLE GRESHAM		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
DUSTIN SHAW		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
EDWARD ROY		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
EFRAIN NEYOY		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
ERIC ALVAREZ		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
ERIC ANDERSON		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES DTOG-EXTRA DUTY FEES	
GRANT MCMULLEN		01/21/2020 001 01/21/2020 001	208201 208201	101001 101001	DTOG-EXTRA DUTY FEES	
GREGORY NESMITH HOWARD ENDERSON		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
JACOB COTE	1	01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
JAMES MANN		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
JAMES MORRIS		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
JAMES NEWTON		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
JARRETT DE SILVA		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
JASON ATES		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
JASON COMANS		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
JASON FREAUFF	1	01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
JAYSON BARNES		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES DTOG-EXTRA DUTY FEES	
JEF GARDNER		01/21/2020 001 01/21/2020 001	208201 208201	101001 101001	DTOG-EXTRA DUTY FEES	1
JEFFREY SWANSON JESSE WILLIARD ALLEN		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
JIMMIE TATUM		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
JIMMY REAVES		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
JOAN SAVAGE	43	01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
JONATHAN ATES		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
JOSEPH WEBBER		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
KEREM SUHI		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
KEVIN COXWELL		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
KEVIN HADDOCKS		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
KEVIN STIMMELL		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
LARRY D RICHARDSON		01/21/2020 001	208201	101001 101001	DTOG-EXTRA DUTY FEES DTOG-EXTRA DUTY FEES	
LEE TYREE		01/21/2020 001	208201 208201	101001	DTOG-EXTRA DUTY FEES	
MATTHEW HOUSAM		01/21/2020 001 01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
MEGHAN STEARNS MICHAEL MOULTON		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
MITCHELL A. LEUZINGER		01/21/2020 001	208201	10100i	DTOG-EXTRA DUTY FEES	
NORMAN FRYE		01/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	
ı		**************************************			1	
	1			1		
				1		
1						

1				
PATRICK PHARR	01/21/2020 001	208201 101001	DTOG-EXTRA DUTY FEES	\$135.00
PHILIP FOLMAR	01/21/2020 001	208201 101001	DTOG-EXTRA DUTY FEES	\$250.00
ROBERT NELSON 1	01/21/2020 001	208201 101001	DTQG-EXTRA DUTY FEES	ı \$207.00
ROBERT RANDOLPH GREENE	01/21/2020 001	208201 101001	DTOG-EXTRA DUTY FEES	\$297.00
SANDRA WEBBER	01/21/2020 001	208201 101001	DTOG-EXTRA DUTY FEES	\$101.50
SANTIAGO CARRION-SOSA	01/21/2020 001	208201 101001	DTOG-EXTRA DUTY FEES I	\$16.00
SHEDRICK JOHNSON	01/21/2020 001	208201 101001	DTOG-EXTRA DUTY FEES	\$142.00
STEFAN CHAMLIS	01/21/2020 001	208201 101001	DTOG-EXTRA DUTY FEES	\$25.00
TERRY HAMMOCK	01/21/2020 001	208201 101001	DTOG-EXTRA DUTY FEES	\$207.00
TIMOTHY COLE	01/21/2020 001	208201 101001	DTOG-EXTRA DUTY FEES	\$7.50
TREY KEEGAN	01/21/2020 001	208201 101001	DTOG-EXTRA DUTY FEES	\$88.00
TROY LUCKENBILL	01/21/2020 001	208201 101001	DTOG-EXTRA DUTY FEES	\$63.00
TY BREWTON	01/21/2020 001	208201 101001	DTOG-EXTRA DUTY FEES	\$145.00
ZACHARY WARD	01/21/2020 001	208201 101001	DTOG-EXTRA DUTY FEES	\$12.00
CHRISTOPHER ECHELĘ	01/22/2020 001	208201 101001	DTOG-EXTRA DUTY FEES	\$141.00
ROMAIN BRISSETT	01/22/2020 001	208201 101001	DTOG-EXTRA DUTY FEES	\$54.50
JOSHUA LAVOIE	01/24/2020 001	208201 101001	DTOG-EXTRA DUTY FEES	\$56.00
Summary				\$17,820.50
Feb 5, 2020		-1		4:02:43 PM
March Control of the				

David Morgan, Sheriff - Escambia County Sheriff's Office 1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262

CHECK NO.

10027657

Account		Purchase Order	Invoice Number	Amount	Description
01	208104	Turing ofter	20FEB-03	1,085.06	PUB RECORDS FEE JAN20
			1.7		
		123			
		120			20
		42			369939

262

BOARD OF COUNTY COMMISSIONERS

Stop waiting on the mail - Ask us about electronic payments - Contact us at: payables@escambiaso.com

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK. 🙃

DAVID MORGAN, SHERIFF ESCAMBIA COUNTY SHERIFF'S OFFICE GENERAL FUND ACCOUNT P.O. BOX 18770 PENSACOLA, FLORIDA 32523-8770 (850)436-9541

BBVA Compass Bank PENSACOLA, FLORIDA

CHECK DATE CHECK NO. 02/06/20 10027657

TRUOMA

085.06*

 ${f P}_{\!\!\!\! {
m AY}}$ THE SUM OF ONE THOUSAND EIGHTY FIVE DOLLARS & 06 CENTS

BOARD OF COUNTY COMMISSIONERS TO THE ' ESCAMBIA COUNTY, FL ORDER OF 221 S PALAFOX PLACE STE 140

32501 PENSACOLA FL

100 27657# O63013924#6748697878#

Public Records January 2020

Budget Unit: 001

AND Transaction Date: Between Jan 1, 2020 12:00 AM and Jan 31, 2020 11:59 PM AND Account Code: 208104 , 208109 ,

Account Title: Ascending order

Account Title: DTOG-PUBLIC Payer Name	acto Strate	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transactio	n Amount
ECSO RECORDS DEPARTMENT		01/03/2020	001	208104	101001	Constitution of the property o	\$8.7
ECSO RECORDS DEPARTMENT		01/06/2020	001	208104	101001		\$44.7
ECSO RECORDS DEPARTMENT		01/07/2020		208104	101001		\$122.9
ECSO RECORDS DEPARTMENT		01/09/2020		208104	101001		\$4.8
ECSO RECORDS DEPARTMENT	î	01/10/2020		208104	101001		\$67.0
ECSO RECORDS DEPARTMENT		01/14/2020	001	208104	101001	ī.	\$405.7
ECSO RECORDS DEPARTMENT		01/17/2020		208104	101001		\$58.0
FCSO RECORDS DEPARTMENT		01/22/2020	001	208104	101001		\$41.3
ECSO RECORDS DEPARTMENT		01/23/2020	001	208104	101001	1	\$1.0
ECSO RECORDS DEPARTMENT		01/27/2020	001	208104	101001		\$57.3
ECSO RECORDS DEPARTMENT		01/29/2020	001	208104	101001		\$268.3
LAKEVIEW CENTER		01/22/2020	001	208104	101001		\$4.8

DTOG-PUBLIC RECORDS FEES

\$1,085.06

Feb 3, 2020

4:49:15 PM

8.77 + 44.72 + 122.98 + 4.87 + 67.08 + 405.71 + 58.07 + 41.35 + 1.00 + 4.87 + 57.32 + 268.32 + 1,085.06 T

0. C

VENDOR NO. 262

CHECK NO.

10027655

Account		Purchase Order	Invoice Number	Amount	Description
001	208204	,	20FEB-01	3,205.54	AUTO ACC REPAIR JAN20
					369939

262

BOARD OF COUNTY COMMISSIONERS

Stop waiting on the mail - Ask us about electronic payments - Contact us at: payables@escambiaso.com

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

DAVID MORGAN, SHERIFF ESCAMBIA COUNTY SHERIFF'S OFFICE GENERAL FUND ACCOUNT P.O. BOX 18770 PENSACOLA, FLORIDA 32523-8770 (850)436-9541 BBVA Compass Bank PENSACOLA, FLORIDA

CHECK DATE CHECK NO. 02/06/20 10027655

AMOUNT \$

*****3,205.54*

 ${f P}_{\!\!\! {
m AY}}$ THE SUM OF THREE THOUSAND, TWO HUNDRED FIVE DOLLARS & 54 CENTS

TO THE ORDER OF BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FL

221 S PALAFOX PLACE STE 140

PENSACOLA FL 32501

Dand Porgan

10027655# O63013924#6748697878#

rint * Mail -866-667-2861

Auto Repair January 2020

Account Title	Payer Name	Transaction Date Budget Uni	t Account Code	G/L Cash Account	Transaction Amount
OG-AUTO REPAIR WORK					X
	ESCAMBIA BOARD OF COUNTY COMMISSION	01/16/2020 001	208204	101001	\$129.69
	GENERAL MOTORS	01/14/2020 001	208204	101001	\$1,306.86
5	GENUINE PARTS COMPANY	01/29/2020 001	208204	101001	\$490.78
	UNIVERSITY OF WEST FLORIDA	01/29/2020 001	208204	101001	\$1,278.2
OG-AUTO REPAIR WORK		street of department of the con-			\$3,205.54
,			-1-		4:31:24 PM

47.30 + 82.39 + 1,306.86 + 1,278.21 + 490.78 + 3,205.54 T

0. C

VENDOR NO. 262

CHECK NO.

10027660

Account		Purchase Order	Invoice Number	Amount	Description
7001	208150		20FEB-07	1,241.50	MICS DETAIL RQD JAN20
		15			29
					369 ⁹³⁹

262

BOARD OF COUNTY COMMISSIONERS

Stop waiting on the mail - Ask us about electronic payments - Contact us at: payables@escambiaso.com

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK. 🗈

DAVID MODCAN CHEDIEE

DAVID MORGAN, SHERIFF ESCAMBIA COUNTY SHERIFF'S OFFICE GENERAL FUND ACCOUNT P.O. BOX 18770 PENSACOLA, FLORIDA 32523-8770 (850)436-9541 BBVA Compass Bank PENSACOLA, FLORIDA

CHECK DATE CHECK NO. 10027660

AMOUNT \$

*****1,241.50*

TO THE ORDER OF BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FL

221 S PALAFOX PLACE STE 140

PENSACOLA FL 32501

David Rogan

10027660# 063013924#6748697878#

rint Mail 866-667-2861

DTOG-MISCELL (DETAIL RQD) January 2020

Budget Unit: 001

AND Transaction Date: Between Jan 1, 2020 12:00 AM and Jan 31, 2020 11:59 PM AND Account Code: 208104 , 208109 ,

Account Title: Ascending order

Account Title: DTOG-MISCELL (Payer Name	1 2	Transaction Date Bu	dget Unit Account Code	G/L Cash Account	Transaction Amount
para apprendica internacioni a menerali a recordia linea altra constituente della competita della competita del		01/10/2020 001	208150	101001	\$33.00
Administration Fee		01/24/2020 001	208150	101001	\$33.0
Administration Fee		01/02/2020 001	208150	101001	\$270.50
BILLY CLARK BAIL BONDS		01/31/2020 001	208150	101001	\$120.50
BILLY CLARK BAIL BONDS		01/08/2020 001	208150	101001	\$223.50
MATT MCKEEHAN BAIL BONDS INC.		01/15/2020 001	208150	101001	\$561.0
AM CHILDERS CLERK OF CIRCUIT COURT	to established place	The same of the sa	the state of the Committee from Management and a foreign between	and from the production of the contract of the	\$1,241.50
OTOG-MISCELL (DETAIL RQD)			4 1		3:44:12 PN

Feb 5, 2020

33.00 + 33.00 + 270.50 + 561.00 + 223.50 + 120.50 + 1.241.50 T

David Morgan, Sheriff - Escambia County Sheriff's Office 1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262

CHECK NO.

10027661

Account		Purchase Order	Invoice Number	Amount	Description
Account 2001	208109		20FEB-08	200.90	INV COST JAN20
,					
er i					341525

262

BOARD OF COUNTY COMMISSIONERS

Stop waiting on the mail - Ask us about electronic payments - Contact us at: payables@escambiaso.com

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK. &



DAVID MORGAN, SHERIFF ESCAMBIA COUNTY SHERIFF'S OFFICE GENERAL FUND ACCOUNT P.O. BOX 18770 PENSACOLA, FLORIDA 32523-8770 (850)436-9541 BBVA Compass Bank PENSACOLA, FLORIDA

CHECK DATE 02/06/20 1

CHECK NO. 10027661

AMOUNT \$

******200.90*

 ${f P}_{\!\!\! {
m AY}}$ THE SUM OF TWO HUNDRED DOLLARS & 90 CENTS

TO THE ORDER OF

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FL

221 S PALAFOX PLACE STE 140

PENSACOLA FL 32501

David Rogan

10027661# 063013924#6748697878#

rint WMail 866-667-2861

Investigation Costs January 2020

Budget Unit: 001

AND Transaction Date: Between Jan 1, 2020 12:00 AM and Jan 31, 2020 11:59 PM AND Account Code: 208104 , 208109 ,

Account Title: Ascending order

Account Title: DTOG-INVESTIGATIONS COSTS

Payer Name	Transaction Date	Budget Unit Ad	ccount Code G/L Cash Acco	ount Transaction Amount
L DEPT OF CORRECTIONS	01/03/2020	001 208	109 101001	\$8.5
L DEPT OF CORRECTIONS	01/21/2020	001 208	109 101001	\$192.3

Feb 5, 2020

A-1-

3:44:12 PM

192.31 + 8.59 + 200.90 T

0. C

.

1

4

١

MAILING ADDRESS

P. O. Box 18770 Pensacola, Florida 32523 (850) 436-9630



LOCATION 1700 W. Leonard St. Pensacola, Florida 32501 www.escambiaso.com

TO:

The Board of County Commissioners

THRU:

Stephan Hall, Budget Manager

FROM:

Henrique Dias, CF

DATE:

7 February 2020

ISSUE:

SBA for FY 2020 Reimbursements - See Attached Spreadsheet

RECOMMENDATION:

That the Board adopts the resolution approving this Supplemental Budget Amendment , in the amount of \$23,553.50 for January 2020. Appropriating these funds in the Sheriff's Office General Fund to off-set Operating expenditures related to expenses.

BACKGROUND:

These funds represent payments for funds to include Auto Repair, Off-Duty Employment, Public Records Fees, Firing Range, Investigative Fees, and Misc. Detail RQD.

BUDGETARY IMPACT:

This supplemental Budget Amendment #_____ recognizes the reimbursement for miscellaneous payments and appropriates it in the Sheriff's budget.

LEGAL CONSIDERATION/SIGN-OFF: N/A

FLORIDA



ACCREDITED

BOCC Re: Supplemental Budget Amendment February 7, 2020

Page 2

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

The Board policies require increases and decreases in revenues to be approved by them.

IMPLEMENTATION REQUIREMENTS: N/A

COORDINATION WITH OTHER AGENCIES/PERSONS:

Questions regarding this recommendation may be directed to Henrique Dias, Chief Financial Officer at 436-9541.

CONCUR:	
lamica D (Elloy	
Janice P. Gilley County Administrator	

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 Sheriff has received reimbursement proceeds from off-duty officers for related off-duty employment expenses incurred by the Sheriff's Department, as well as public records requests, auto repair, miscellaneous Sheriff's Fees, and investigative costs.

These funds must now be recognized and appropriated back into the Sheriff's Operating Budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

General Fund	001	<u></u>	
Fund Name	Fund Number		
Fund Name	Account Name	Account Code	Amount
001 / General Fund	Miscellaneous - Sheriff Fees	369939	\$23,353
001 / General Fund	Investigative Costs	341525	\$201
	-		
Total		= =====================================	\$23,554
		Account Code/	
Fund Name	Cost Center Code/Title	Appropriations Title	Amount
001 / General Fund	540101 / Administration	59703 / Operating Expenses	\$23,554
0017 General Fund	0401017 Administration		Ψ20,004
		-	
		-	
		 , _ _	
		 , _ _	
		_	
		_	
			000 554
Total			\$23,554
	by the Board of County Commissioners get Amendment be made effective upon		
ATTEST:		BOARD OF COUNTY COMMISSIONE	96
PAM CHILDERS		OF ESCAMBIA COUNTY, FLORIDA	λ3
CLERK OF THE CIRCUIT COURT		OF ESCAMBIA COUNTY, FLORIDA	
CLERK OF THE CIRCUIT COURT			
		Steven Barry, Cha	irman
Deputy Clerk		•	
Adopted			
OMB Approved			
Supplemental Budget Amendment #055			



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17626 County Administrator's Report 8. 14.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Supplemental Budget Amendment #072 - Perdido Key Kayak

Launch

From: STEPHAN HALL, Budget Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #072 - Perdido Key Kayak Launch, Chips Kirschenfeld Natural Resource Management Department

Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #072, Escambia Restricted Fund (101), in the amount of \$14,560, to recognize a contribution from The Docks on Old River Condominium Association, Inc., and to appropriate these funds to be used at the Perdido Key Kayak Launch, located at 14200 Perdido Key Drive, to contract the installation of a 300' concrete sidewalk from the parking lot to the launch point, providing an ADA accessible surface.

BACKGROUND:

On February 4, 2020, the Florida Department of Environmental Protection approved a contribution to Escambia County, in the amount of \$14,560, from The Docks on Old River Condominium Association Inc. Funds will be used at the Perdido Key Kayak Launch, located at 14200 Perdido Key Drive, to contract the installation of a 300' concrete sidewalk from the parking lot to the launch point, providing ADA accessible surface.

BUDGETARY IMPACT:

This Amendment will increase Fund 101 in the amount of \$14,560.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S.129.06 -Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 072

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 now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County received a contribution from The Docks on Old River Condominium Association Inc. which will be used toward improvements at the Perdido Key Kayak Launch located at 14200 Perdido Key Drive to contract the installation of a 300' concrete sidewalk from the parking lot to the launch point, providing an ADA accessible surface.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Escambia County Restricted Fund Fund Name	101 Fund Number		
Fund Number and Name 101 / Escambia County Restricted Fund	Account Name Perdido Key Public Imp Fund	Account Code 366701	Amount 14,560
Total			\$14,560
Fund Number and Name 101 / Escambia County Restricted Fund	Cost Center Code/Title 110265 / Perdido Key Imp Fund	Account Code/ Appropriations Title 56301 / Improvements other than Bldgs	Amount 14,560
Total			\$14,560
NOW THEREFORE, be it resolved by that the foregoing Supplemental Budg			
ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT		BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA	
Deputy Clerk		Steven Barry, Chairman	n
Adopted			
OMB Approved			
Supplemental Budget Amendment			



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17640 County Administrator's Report 8. 15.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: SBA#079 - Sheriff's Off-Duty Officer Reimbursements, Public

Records, Auto Repairs, Misc. Fees, and Investigation Costs

From: STEPHAN HALL, Budget Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #079, Sheriff's Department, Henrique Dias, Chief Financial Officer - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #079, General Fund (001), in the amount of \$20,693, to recognize the Sheriffs off-duty officer, public records, auto repairs, miscellaneous reimbursements/fees, 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.

BACKGROUND:

The Sheriffs Department has received off-duty officer, public records, auto repairs, miscellaneous reimbursements/fees, and investigative costs, associated with providing law enforcement and services in Escambia County totaling \$20,693. These funds will be placed back into the Sheriffs General Fund Budget to off-set programmatic costs.

BUDGETARY IMPACT:

This Amendment will increase Fund 001 (General Fund) by \$20,693.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board per F.S. 129.06 - execution and admendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#079 SBA#079 Backup

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 Sheriff has received reimbursement proceeds from off-duty officers for related off-duty employment expenses incurred by the Sheriff's Department, as well as public records requests, auto repair, miscellaneous Sheriff's Fees, and investigative costs.

These funds must now be recognized and appropriated back into the Sheriff's Operating Budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

General Fund	001	<u> </u>	
Fund Name	Fund Number		
Fund Name	Account Name	Account Code	Amount
001 / General Fund	Miscellaneous - Sheriff Fees	369939	\$20,398
001 / General Fund	Investigative Costs	341525	\$295
		_	-
Total			\$20,693
		Account Code/	_
Fund Name 001 / General Fund	Cost Center Code/Title 540101 / Administration	Appropriations Title 59703 / Operating Expenses	Amount \$20,693
		<u> </u>	
		_	
Total			\$20,693
	by the Board of County Commissioners get Amendment be made effective upon		
ATTEST:		BOARD OF COUNTY COMMISSIONE	RS
PAM CHILDERS CLERK OF THE CIRCUIT COURT		OF ESCAMBIA COUNTY, FLORIDA	
Parasta Olark		Steven Barry, Cha	airman
Deputy Clerk			
Adopted			
OMB Approved			
Supplemental Budget Amendment			

David Morgan, Sheriff - Escambia County Sheriff's Office 1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262

CHECK NO.

10027840

Account	Purchase Order	Invoice Number	Amount	Description
01 208201		20MAR-04	18,146.00	EDE FEB20
	100			369939

262

BOARD OF COUNTY COMMISSIONERS

Stop waiting on the mail - Ask us about electronic payments - Contact us at: payables@escambiaso.com

PENSACOLA FL

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK. f

DAVID MORGAN, SHERIFF ESCAMBIA COUNTY SHERIFF'S OFFICE GENERAL FUND ACCOUNT P.O. BOX 18770 PENSACOLA, FLORIDA 32523-8770 (850)436-9541

BBVA Compass Bank PENSACOLA, FLORIDA

CHECK NO. CHECK DATE 03/05/20 10027840

***18,146.00*

 ${f P}$ AY THE SUM OF EIGHTEEN THOUSAND, ONE HUNDRED FORTY SIX DOLLARS & ZERO CENTS

TO THE ORDER

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FL 221 S PALAFOX PLACE STE 140 32501

#*10027840# 063013924#6748697878#

DIOG-EXTRA DUTY FEES TOOTOT 102802 100 0202/£1/20 **DAVID ASHTON** DTOG-EXTRA DUTY FEES 100101 **BRIAN SHORETTE** 102802 100 0202/£1/20 DTOG-EXTRA DUTY FEES 02/13/2020 001 BOBBA KEKZEA 101001 102802 SEET YING MIXE-SOID TOOTOT 102802 100 0202/21/20 CHOHITAN MALLITW DTOG-EXTRA DUTY FEES TOOTOT 102802 05/15/5050 001 TONY GODWIN DTOG-EXTRA DUTY FEES 100101 102802 100 0202/21/20 TIMOTHY F GRAVES DTOG-EXTRA DUTY FEES 100101 TOZBOZ 100 0202/21/20 THOMAS GARRETT DTOG-EXTRA DUTY FEES 100101 02/12/2020 001 *THOMAS BORTNER* 102802 DIOG-EXTRA DUTY FEES 100 0202/21/20 SLEAEN WORKTZ TOOTOT 107807 DIOG-EXTRA DUTY FEES TOOTOT 102802 100 0202/21/20 STEVEN HARDY DIOG-EXTRA DUTY FEES 100101 102802 02/12/2020 001 STEPHEN HALL DTOG-EXTRA DUTY FEES 100101 102802 100 0202/21/20 SHAWN VESTAL DTOG-EXTRA DUTY FEES 100101 102802 100 0202/21/20 SAMUEL SHELLEY DIOG-EXTRA DUTY FEES TOOTOT 102802 100 0202/21/20 KOBEKT GUY DIOG-EXTRA DUTY FEES TOOTOT 102802 100 0202/21/20 PATRICK ROBERTS SEES YTUG AYTXE-DOTO TOOTOL 102802 100 0202/21/20 MICHOLAS CARPENTER SEET YTUG AYTXE-BOTO TOOTOT 100 0202/21/20 MICHELLE WERT 102802 DTOG-EXTRA DUTY FEES TOOTOT 102802 100 0202/21/20 **WICHVET CORNER** DTOG-EXTRA DUTY FEES TOOTOT 102802 100 0202/21/20 **WELISSA STERLING** DTOG-EXTRA DUTY FEES TOOTOT 102802 02/12/2020 001 MEL ALTON PFEIFFER DTOG-EXTRA DUTY FEES TOOTOT 102802 02/12/2020 001 **WATTHEW BEYINS 2331 YTUG AYTX3-20TQ** 100101 102802 100 0202/21/20 LUKE MCCRACKEN PTOG-EXTRA DUTY FEES 100101 102802 100 0202/21/20 OMIT JEAHDIM AUHRO **2333 YTUG ASTIXS-DOTO** TOOTOT 102802 100 0202/21/20 DAMES M FREEMAN II DIOG-EXTRA DUTY FEES TOOTOT 102802 100 0202/21/20 HOWARD ENDERSON 100101 GREGORY JOSEPH GOULT PTOG-EXTRA DUTY FEES 102802 100 0202/21/20 HRANK FORTE DLOG-EXTRA DUTY FEES TOOTOT 102802 100 0202/21/20 DTOG-EXTRA DUTY FEES 100101 102802 02/12/2020 001 DAVID BROWN SEET YTUG ATTXE-BOTO 100101 208201 02/12/2020 001 DAVID BJORENSEN COKOR WCKCKIFF DIOG-EXTRA DUTY FEES 100101 100 0202/21/20 102802 **BRITTANY NICHOLE POWERS** DTOG-EXTRA DUTY FEES TOOTOT 102802 100 0202/21/20 DTOG-EXTRA DUTY FEES 100101 **102802** 100 0202/21/20 BRANDON GEISLER DTOG-EXTRA DUTY FEES 100101 05/15/5050 001 **BENJAMIN DUNLAP** 102802 DTOG-EXTRA DUTY FEES TOOTOT 102802 05/15/5050 001 **BARTON FRYER** ANDREW KELLEY DIOG-EXTRA DUTY FEES 100101 102802 100 0202/21/20 DTOG-EXTRA DUTY FEES 100101 TOZROZ 05/15/5050 001 ABELARDO LOPEZ DITOG-EXTRA DUTY FEES TOOTOT 102802 100 0202/11/20 JAMES BARKES HAROLD POOL DIOG-EXTRA DUTY FEES TOOTOT 102802 02/11/2020 001 Payer Name **Stiff Invoccial** G/L Cash Account Account Code Transaction Date A Budget Unit Transaction Date: Ascending order 15 AND Transaction Date: Between Feb 1, 2020 12:00 AM and Feb 29, 2020 11:59 PM AND ACCOUNT TITLE: DTOG-EXTRA DUTY FEES Budget Unit: 001 Extra Duty Employment Fee's

Transaction Amount

00'75\$ DTOG-EXTRA DUTY FEES 100101 102802 100 0202/81/20 BUBBY SMALL 00.91\$ 100 0202/81/20 YAAAMAT YNOHTNA DTOG-EXTRA DUTY FEES 100101 208201 00°Z/\$ DTOG-EXTRA DUTY FEES 100101 208201 02/18/2020 001 ANTHONY CALOGERO 00.82\$ NAMBA KELLY FREEMAN 100 0202/81/20 DIOG-EXTRA DUTY FEES TOOTOT 102802 00.01/\$ 05/14/5050 001 TRAVIS PEACOCK DIOG-EXTRA DUTY FEES 100101 208201 \$108.00 TIMYRON YOUNG 100 0Z0Z/FI/Z0 DIOG-EXTRA DUTY PEES 100101 102802 \$45.00 DTOG-EXTRA DUTY FEES 100101 102802 05/14/2020 001 TIMOTHY EDMONSON 00.2F\$ DTOG-EXTRA DUTY FEES 101001 102802 05/14/5050 001 *HOMAS JOYNER* 00°601\$ 05/14/5050 001 NOSXIOVE SOLICIS DTOG-EXTRA DUTY FEES 100101 102802 **00.151**\$ DTOG-EXTRA DUTY FEES 100101 208201 05/14/5050 001 PETER RONALD GALLION \$15'00 05/14/5050 001 **MARC DEWEES S331 YTUG ASTX3-20TQ** 100101 102802 00.2P\$ DTOG-EXTRA DUTY FEES 100101 208201 05/14/2020 001 **TARRY MEADOWS** 00.82\$ SASSEM OLIVERAS DTOG-EXTRA DUTY FEES 101001 102802 100 0202/+1/20 **JEKEMA SWALL** 00.01\$ DTOG-EXTRA DUTY FEES TOOTOT 102802 05/14/5050 001 00.SE# GRANT MCMULLEN DITOG-EXTRA DUTY FEES TOOTOT 102802 100 0202/#1/20 00.52\$ DTOG-EXTRA DUTY FEES 100101 102802 02/14/2020 001 GABRIELLE MARCOOL 00.501\$ DTOG-EXTRA DUTY FEES 100101 102802 02/14/2020 001 DARREN ROBINSON 00.8\$ CHRISTINA HERNANDEZ DIOG-EXTRA DUTY FEES TOOTOT 102802 100 0202/+1/20 \$32.00 CHARLES DICKIN DTOG-EXTRA DUTY FEES 100101 208201 05/14/5050 001 00'ZZZ\$ CHAD BROWN DTOG-EXTRA DUTY FEES TOOTOT 102802 100 0Z0Z/+1/Z0 00.92\$ DTOG-EXTRA DUTY FEES 100101 102802 05/14/2020 001 SHALL SELLARS 00.0P\$ DTOG-EXTRA DUTY FEES 100101 102802 05/14/2020 001 **VIEX JEKEMY VINSON** 00.PS\$ MAXME GULSBY DITOG-EXTRA DUTY FEES TOOTOT TOZROZ TOO 0Z0Z/ET/Z0 00.0P\$ DTOG-EXTRA DUTY FEES TOOTOT 102802 100 0202/£1/20 **WAZTIHEW HOUSAM** 00.01\$ DIOG-EXTRA DUTY FEES 100101 102802 02/13/2020 001 JOHN BEARD \$72.00 DTOG-EXTRA DUTY FEES 100101 102802 100 0202/£1/20 DAKE BANDURSKI 00°Z6\$ DTOG-EXTRA DUTY FEES 100101 102802 02/13/2020 001 HARRY KILPATRICK 00.91\$ DTOG-EXTRA DUTY FEES 100101 100 0202/£1/20 ETTON MEADOWS 102802 00.S₽\$ PTOG-EXTRA DUTY FEES 100101 208201 100 0202/21/20 DAVID RAMIRES 00.07\$ 00.44\$ 00.8Z\$ 00.26\$ \$138.00 00°661\$ \$120.00 00.8P\$ 00°Z6\$ 00.8}\$ 00.PS\$ 00.36\$ 00.8\$ 00.92\$ \$2°00 00.42\$ 00.33\$ 00.PZ\$ 00.02\$ 00.AE\$ 00'711\$ \$126.00 00.8₽\$ 00.Pd\$ 00.08\$ **00'ZTT\$** 00.SE\$ \$18.00 00'6/1\$ 00.P3\$ 00.72\$ 00.PPI\$ 00.49\$ \$24.00 00.091\$ 00.£≵ \$12.00 00.86\$

processing and contract of the same	go committee and committee or experience at the matter continue and compare the party of	y come and company , accesses .		والتحام ومجموع والمعامونيا الاست	The same control of the sa
\$26.00	E331 YTUQ ANTXG-DOTO	100101	Z08201	05/19/2020 001	WILCHEIT V. LEUZINGER
00.00\$	SEET YTUO ASTING-BOTO	101001	208201	05/15/2020 001	WICK CYNDET
\$172.00	2331 YTUQ ASTNO-DOTO	de la	708201	100 0202/61/20	MICHAEL WORKMAN
00.22\$	EBBH YTUG ANTA-BOTO		208201	100 0202/61/20	MICHAEL WILLIAMS
00.451\$	DIOG-EXTRA DUTY FEES	100101	208201	100 0202/61/20	MICHAEL HOYLAND
00.77\$, DIOG-EXTRA DUTY FEES	100101	208201	05/19/2020 001	WELISSA SALTER
\$20.00	COG-EXTRA DUTY FEES	100101	108802	100 0202/61/20	KEAIN KETTA
00.PS\$	2334 YTUG ANTX3-20TO	100101	208201	100 0202/61/20	KEAIN COXMEIT
00.SE#	CTOG-EXTRA DUTY FEES	100101	208201	100 0202/61/20	KEISEM SOHI
00.011\$	DIOG-EXTRA DUTY FEES	100101	1208201	100 0202/61/20	KENNELH BRIT
\$128.00	STOG-EXTRA DUTY FEES	100101	208201	100/0202/61/20	KETTH LEVERETT JR
00.68\$	COG-EXTRA DUTY FEES	100101	208201	100 0202/61/20	JOSEPH CARAWAY
00.76\$	DIOG-EXTRA DUTY FEES	100101	208201	100 0202/61/20	SNIDITAW NHOC
\$192.50	POTOG-EXTRA DUTY FEES	100101	208201	100(0202/61/20	DIWWIE MICCINS
00.08\$	DIOG-EXTRA DUTY FEES	100101	208201	100 0202/61/20	DESCICY MOOD
00.82	DIOG-EXTRA DUTY FEES	100101	102802	100 0202/61/20	JASON VON ANSBACH-YOUNG
00.7S1\$, SEET YTUG ANTX-2010	100101	208201	100 0202/61/20	DASON ATES
\$134.00	DIOG-EXTRA DUTY FEES	100101	102802	100 0202/61/20	JARRETT DE SILVA
00.802\$	DIOG-EXTRA DUTY FEES	100101	208201	05/16/5050/001	JAMES NEWTON
00.77\$	DIOG-EXTRA DUTY FEES	100101	208201	05/16/2020 001	JAMES MORRIS
00.71\$	DIOG-EXTRA DUTY FEES	TOOTOT	208201	100 0202/61/20	(JAMES C BARNETT
00.171\$	DOG-EXTRA DUTY FEES	100101	208201	100 0202/61/20	JAMAL R VINSON
\$120.00	DTOG-EXTRA DUTY FEES	100101	100800	100 0202/61/20	JACOB COTE
00.38\$	DIOG-EXTRA DUTY FEES	100101	208201	100 0202/61/20	DOATE GRESHAM
00.8\$	DIOG-EXTRA DUTY FEES	101001	208201	100 0202/61/20	DVMASIT JESSA TEBOLL
\$100.01\$	DIOG-EXTRA DUTY FEES	100101	208201	100 0202/61/20	COURTNEY RENEE KITCHENS
05.801\$	DIOG-EXTRA DUTY FEES	100101	208201	100 0202/61/20	COREY SMITH
\$182.00	DIOG-EXTRA DUTY FEES	100101	102802	05/16/2020	CHRIZITAN COAD
00.07\$	DIOG-EXTRA DUTY FEES	100101	Z08201	100 0202/61/20	CHASE HORNE
00.85\$	DIOG-EXTRA DUTY FEES	101001	208201	100 0202/61/20	BRIAN RUPERT
00.01\$	DIOG-EXTRA DUTY FEES	TOOTOT	1008501	100 0202/61/20	BRETT MCCORMACK
00.05\$	DIOG-EXTRA DUTY FEES	· · · · · · · · · · · · · · · · · · ·	1208201	100 0202/61/20	BRENDA L MATTHEWS
00.8\$	DIOG-EXTRA DUTY FEES	100101	208201	100 0202/61/20	BOBBY LAMAR PURVIS III
00.01\$	DIOG-EXTRA DUTY FEES		208201	100 0202/61/20	VANTHONY JENNINGS
\$246.00	DIOG-EXTRA DUTY FEES	100101	708201	10010202/61/20	ANDREW NICHOLS
\$104.00	DTOG-EXTRA DUTY FEES	100101	102802	100 0202/81/20	TOM GREER
00.801\$	DIOG-EXTRA DUTY FEES	100101	Z08201	100 0202/81/20	YAQ QOT,
100.PZ\$	SEET YTUO ANTX-20TO	101001	1208201	05/18/2020 001	TIMOTHY RUBLE
00.01\$	DIOG-EXTRA DUTY FEES	100101	208201	05/18/2020 001	XO3 YHTOMITI
00.00\$	SEET YTUO ANTIG-50TO	101001	208201	100 0202/81/20	LHOWAS KELLY
00.26\$	SEET YTUG WITX FEES	100101	1028201	100 0202/81/20	STEPHEN SCHAFF
\$108.00	DIOG-EXTRA DUTY FEES	100101	208201	100 0202/81/20	STANLEY WEHMEIER
00. 1 E\$	SEES YTUO ASTING-BOTO	101001	1208201	100 0202/81/20	SANTIAGO CARRION-SOSA
\$118.50	SEET YTUG ANTXEES	100101	208201	02/18/2020 001	SANDRA WEBBER
:00.8\$	DIOG-EXTRA DUTY FEES	100101	102802	100,0202/81/20	RYAN ROBINSON
00.81/\$	SEE ALIO WITH FEES	101001	100802	02/18/2020 001	ROBERT CLARK
05.22\$	DIOG-EXTRA DUTY FEES	100101	208201	02/18/2020 001	RICHIE FAUNCE
\$120.00	CESTINA DUTY FEES	100101	208201	100 0202/81/20	NORMAN FRYE
00.011\$	SEES YING ASTXE-BOTO	100101	Z08201	02/18/2020 001	METONA DELEBRON
00°ZT\$	COS-EXTRA DUTY FEES	101001	102802	02/18/2020 001	MATTHEW ROE
\$106.00	SEET YTUG ASTIXE-SOTO		208201	02/18/2020 001	WATTHEW JOHNSON
00.49\$	CESTINA DUTY FEES	2	208201	02/18/2020 001	KMTZLI BEKKA
00.95\$	CESTINA DUTY FEES		208201	02/18/2020 001	KEAIN BICCZ
00.PE\$	SEES YTUG ASTIXE-BOTO	effort to the state of the second second section in	1008501	02/18/2020/001	KEN HOLYFIELD
00.02\$	DTOG-EXTRA DUTY FEES	poja i merina a merinaman kanada iki m	208201	100 0202/81/20	JUSTIN ROBBINS
00.85\$	2333 YTUG ASTX3-20TC	• • • • • • • • • • • • • • • • • • • •	208201	100 0202/81/20	JOSHUA TAYLOR
00.84\$	SEE YING MIXES	100101	208201	02/18/2020 001	JOSEPH PARENTE
\$15.00	SEET YTUO ATTXE-BOTO	101001	108802	02/18/2020 001	GOOW NAHTANOT
00.8\$	SEES YTUO ANTXE-SOTO	100101	208201	02/18/2020 001	JOHNATHAN MAHTANHOL
\$24.00	SEET YTUG ASTIXE-BOTO	100101	208201	02/18/2020 001	JENNIFER WATERS
05.83\$	2331 YTUG ASTX3-20TC		208201	02/18/2020 001	JASON GILMORE
*111.00	2334 YTUG ASTX3-20TC	101001	208201	100 0202/81/20	JASON DONNELLY
00'19\$	2337 YTUG ANTX3-20TO	101001	208201	02/18/2020 001	JAMES FREEMAN
00.53\$	2334 YTUG ASTIXA-20TO		208201	100,0202/81/20	YAWOLIOH 800AL
00.42\$	SEET YTUO ANTXE-DOTO		208201	100 0202/81/20	JACK HOLLAND
\$122.00	SEET YTUO ASTIXE-DOTO	Committee of the contract of t	Z08201	02/18/2020 001	HAROLD POOL
00'01\$	SEES YTUO ASTXS-20TO	·	208201	100 0202/81/20	GERARD OSTROM JR.
05.781\$	TOG-EXTRA DUTY FEES	Carrier Committee Co	208201	100 0202/81/20	CRISTA POPE
\$15.00	SEES YTUG ASTIXE-BOTO	7	708201	100 0202/81/20	снятаторней рнегра
05'51\$	TOG-EXTRA DUTY FEES	right to a contract the compared teaching	1008501	100 0202/81/20	BRYAN POOLE
\$264.00	CEET YTUG ASTIXE-DOTO		208201	02/18/2020 001	BISVADON BEECH
00.22\$	SEES FILLY FEES	100101	102802	100 0202/81/20	BRADLEY BAKER

05.99\$	DTOG-EXTRA DUTY FEES	1001011 101001	02/20/2020	KEAIN SLIWWEIT
00.801\$	DTOG-EXTRA DUTY FEES	101001	02/20/2020	KENIN ZIYCK
00.81\$	DTOG-EXTRA DUTY FEES	208201 101001	100/0202/02/20	JOSHUA MICHAEL RASMUSSEN
00.814	DTOG-EXTRA DUTY FEES	100101	100/0202/02/20	JOSHUA LAVOTE
00.PZ\$	DTOG-EXTRA DUTY FEES	208201 101001	100:0202/02/20	ONIEH HEIMO
\$138.00	DTOG-EXTRA DUTY FEES	208201 101001	100/0202/02/20	JONATHAN ATES
00.77\$	DTOG-EXTRA DUTY FEES	100101 101001	05/50/5020	JOAN SAVAGE
00. 1 01.	DTOG-EXTRA DUTY FEES	708201 101001	100 0202/02/20	JIMMA BEVAES
00.401\$	DTOG-EXTRA DUTY FEES	208201 101001	100 0202/02/20	MUTAT SIMMIL
00.8\$	DTOG-EXTRA DUTY FEES	208201 101001	100/02/02/02	DESCICY HENDERSON
00.891\$	DTOG-EXTRA DUTY FEES	100101 102802	02/20/2020	JEREMY JARMAN
\$281.00	DTOG-EXTRA DUTY FEES	708201 101001	02/20/2020	JEFFREY SWANSON
00.851\$	DTOG-EXTRA DUTY FEES	708201 101001	05/20/2020	JELLEEA CITTESDIE
00.7EI\$	DTOG-EXTRA DUTY FEES	708201 101001	02/20/2020	, JEFF CUTAIO
00.01\$	DTOG-EXTRA DUTY FEES	100101 101001	02/20/2020/001	JEE CYBONEK
00.00\$	DTOG-EXTRA DUTY FEES	208201 101001	05/20/2020	TAYSON BARNES
00.682\$	DIOG-EXTRA DUTY FEES	208201 101001	100 0202/02/20	JASON FREAUFF
00.1-0\$	DTOG-EXTRA DUTY FEES	208201 101001	02/20/20201001	JASON COMANS
00'001\$	DTOG-EXTRA DUTY FEES	208201 101001	05/20/2020	JARED SEABURY
00.17\$	DTOG-EXTRA DUTY FEES	208201 101001	100 0202/02/20	JAMES MANN
00.91\$, DTOG-EXTRA DUTY FEES	208201 101001	100,0202/02/20	HUNTER RYAN OWENS
00 913	DTOG-EXTRA DUTY FEES	208201 101001	02/20/2020 001	HEATH CHEATHAM
00.57\$	DIOG-EXTRA DUTY FEES	208201 101001	02/20/2020 001	HARRY GREEN
00.22\$	DTOG-EXTRA DUTY FEES	208201 101001 208201 101001	00/20/20/20 07/20/2020 001	GREGORY NESMITH
00.001\$	DTOG-EXTRA DUTY FEES	100101 102802	100 0202/02/20	ENC ANDERSON
00'01\$	·	T00101 T07002	05/20/2020 001	ELEVIN NEADA
\$105.00	DTOG-EXTRA DUTY FEES	T00101 102802	05/50/5050	EDWARD ROY
	DTOG-EXTRA BUTY FEES		Series and and	WAHE NITEUD
\$38.50	DTOG-EXTRA DUTY FEES	T00101 T0280Z	05/20/20201001	DONOVAN MCCLURG
AND DESCRIPTION OF THE PARTY OF	SEET YTUG ASTRO-BOTTO	Z08Z01 101001	05/50/5050	DONATO SEITERS
00.95\$	DTOG-EXTRA DUTY FEES	208201 101001	A CONTRACTOR OF THE PROPERTY OF THE PARTY OF	The same of the sa
\$22.00	DTOG-EXTRA DUTY PEES	208201 101001	05/50/50501	DELARIAN WIGGINS
00.01	DTOG-EXTRA DUTY FEES	208201 101001	05/50/5050 001	APPAS GIVAQ
00'98\$	DTOG-EXTRA DUTY FEES	208201 101001	05/50/5050 001	DAVID COLLIER
00'95\$	DTOG-EXTRA DUTY FEES	208201 101001	05/50/5050	DARIN VOGHT
\$32.00	DTOG-EXTRA DUTY FEES	208201 101001	05/50/5050 001	DANIEL VINCENT WELLER
00.02\$	DTOG-EXTRA DUTY FEES	208201 101001	05/20/2020 001	DALTON HEIGELE
00.652\$	DTOG-EXTIN DUTY FEES	208201 101001	05/20/2020 001	CURTIS CEPHAS
00.8\$	SEET YTUO ASTICE-DOTO	208201 101001	02/20/2020 001	CONFEX CYAES
100.42\$	DTOG-EXTRA DUTY FEES	208201 101001	02/20/2020 001	CODY ANTHONY WALKER
00.8⊁‡	SEET YTUO ASTIXES	100101, 101801	05/50/5050 001	CHRIZTOPHER SOWELL
00.8 ▶ \$	2331 YTUG ASTIX3-20TO	Z08201 101001	02/20/2020 001	CHRISTOPHER DANIEL
100.01\$	DTOG-EXTRA DUTY FEES	Z08Z01 101001	02/20/2020 001	CHRISTOPHER ANGLE
05.151\$	DTOG-EXTRA DUTY FEES	208201 101001	05/50/5050 001	CHAD ROOP
00.PE\$	DTOG-EXTRA DUTY FEES	Z08201 101001	02/20/2020	CASEY WARD BOWLING
00'91\$	E331 YTUQ ASTIZG-DOTQ	508201 101001	05/20/2020	CYTEB ODOW
00. 1 E\$	DTOG-EXTRA DUTY FEES	208201 101001	02/20/2020 001	BURT CRAFT
00.8\$	DTOG-EXTRA DUTY FEES	208201 101001	02/20/2020	NOTAB NAYAB
\$24.00	E331 YTUO ASTING	208201 101001	00/50/50/50	BROC SECOR
00.EE1\$	DTOG-EXTRA DUTY FEES	208201 101001	05/50/5050	SRANDON MINOR
00.42\$	PITOG-EXTRA BUTY FEES	208201 101001	02/20/2020	BRANDON CODEREY
00.69\$	DTOG-EXTRA DUTY FEES	208201 101001	05/20/2020 001	AUGUSTUS FETTERHOFF
00.01\$	DTOG-EXTRA DUTY FEES	Z08Z01 T01001	100/0202/02/20	ANDREW MICHAEL WEBB
00.02\$	2331 YTUQ ASTXSI-20TQ	208201 101001	02/20/2020	VADREM KITCEN
00.0+\$	ETOG-EXTRA DUTY FEES	208201 101001	02/20/2020	ALEXANDER WARK
00.86\$	PTOG-EXTRA DUTY FEES	208201 101001	02/20/2020 001	ALBERT GEORGE KALBER
00.9\$	DTOG-EXTRA DUTY FEES	<u> </u>	05/50/5020/001	WOSTLAN WATERON
00.81-\$	DTOG-EXTRA DUTY FEES	208201 T01001	100 0202/02/20	AARON MYERS
00.SE\$	DIOG-EXTRA DUTY FEES	Z08201 101001	02/19/2020 001	ZACHARY WARD
00.8\$	DTOG-EXTRA DUTY FEES	Z08Z01 101001	100 0207/61/20	THAXTON LANGFORD
00'95\$	S331 YTUG ASTN3-20TG	<u> </u>	05/19/2020 001	SERVER BARRER
00.SE\$	DTOG-EXTRA DUTY FEES	Z08201 101001	100 0202/61/20	ZLEAEN COXXE FELLE
00.SE\$	DTOG-EXTRA DUTY FEES	Z08Z01 101001	02/19/2020 001	SEAN PATTERSON
00.1912	OTOG-EXTRA DUTY FEES	1008201 101001	02/19/2020	SCOTT WEEKS
00.47\$	DTOG-EXTRA DUTY FEES	Z08201 101001	100 0202/61/20	TTESEIN BRIESETT
\$124.00	DTOG-EXTRA DUTY FEES	208201 101001	02/19/2020 001	ROBERT RANDOLPH GREENE
00'991\$	DTOG-EXTRA DUTY FEES	208201 101001	02/19/2020 001	ROBERT NELSON
00.02\$	DTOG-EXTRA DUTY FEES	208201 101001	100 0202/61/20	BICKL HOMETT
\$20.00	DTOG-EXTRA DUTY FEES	208201 101001	100 0202/61/20	RICHARD BAILY
\$142.00	PTOG-EXTRA DUTY FEES	208201 101001	05/19/2020 001	PHILIP FOLMER
00.9E1\$	DTOG-EXTRA DUTY FEES	208201 101001	100 0202/61/20	PETER KAMAU
00.871\$	DTOG-EXTRA DUTY FEES	208201 101001	05/19/2020 001	PATRICK PHARR
	DTOG-EXTRA DUTY FEES	T0010T T0780Z	100 0202/61/20	WILCHEIT SLEVENS
\$103.00				

MEAGHAN KEARNS	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$113.00
MEGHAN STEARNS	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$24.00
MICHAEL MOULTON	02/20/2020:001	208201	101001	DTOG-EXTRA DUTY FEES	\$137.00
MILDRED SMALLWOOD	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$39.00
MIRANDA TAYLOR	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$32.00
NATESHA WEST	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$15.50
PAMELA WHITLOCK	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$32.00
PATRICK FRAZIER	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$32.00
RAYMOND M. MATHENY II	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$48.00
ROBERT BENTON JEFFERS	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$8.00
ROBERT HARMON	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$32.00
RODNEY BELL	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$6.50
SCOTT RIVKIN	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$80.00
SHEDRICK JOHNSON	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$119.00
SHELIA M. CHEEKS	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$98.00
TERRY HAMMOCK	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$160.00
TREY KEEGAN	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$56.00
TROY LUCKENBILL	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$12.50
TY BREWTON	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$130.00
WILLIAM PERRY	02/20/2020,001	208201	101001	DTOG-EXTRA DUTY FEES	\$24.00
WILLIAM POWELL	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$61.00
ZACHARY GITHER	02/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$8.00
CHRISTOPHER ECHELE	02/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$83.00
JEREMIAH MEEKS	02/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$64.00
PHILIP E GOBLE	02/21/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$80.00
A BEKA ACADEMY	02/24/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$1,350.00
JOSEPH WEBBER	02/24/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	\$64.00
Summary	Control of the contro		****************	APT - FAM CENTURY STORMS CONTROL OF THE CONTROL OF THE CONTROL OF THE GALLY ARE CONTROL OF	\$18,146.00
Mar 4, 2020			-1-	record on the confidence of th	9:30:55 AM

VENDOR NO. 262

CHECK NO.

10027843

Account	Purchase Order	Invoice Number	Amount	Description
208104		20MAR-07	258.12	PUB RECORDS FEE FEB20
	=			
		ALCUNI		369939

262

BOARD OF COUNTY COMMISSIONERS

Stop waiting on the mail - Ask us about electronic payments - Contact us at: payables@escambiaso.com

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK. (1)



DAVID MORGAN, SHERIFF ESCAMBIA COUNTY SHERIFF'S OFFICE GENERAL FUND ACCOUNT P.O. BOX 18770 PENSACOLA, FLORIDA 32523-8770 (850)436-9541

BBVA Compass Bank PENSACOLA, FLORIDA

CHECK DATE 03/05/20

CHECK NO. 10027843

AMOUNT 3

 ${f P}_{\!\!\! {
m AY}}$ the sum of two hundred fifty eight dollars & 12 cents

TO THE ORDER

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FL 221 S PALAFOX PLACE STE 140 32501

PENSACOLA FL

#10027843# O63013924#6748697878#

Public Records February 2020

Budget Unit: 001 AND Transaction Date: Between Feb 1, 2020 12:00 AM and Feb 29, 2020 11:59 PM AND Account Code: 208104 , 208109

Account Title: Ascending order

Account Title: DTOG-PUBLIC RECORDS FEES

saction Amount	G/L Cash Account	Account Code	Budget Unit	Transaction Date	Payer Name
\$45.86	101001	208104	001	02/03/2020	ECSO RECORDS DEPARTMENT
\$18.36	101001	208104	001	02/04/2020	ECSO RECORDS DEPARTMENT
\$97.16	101001	208104	001	02/10/2020	ECSO RECORDS DEPARTMENT
\$25.36	101001	208104	001	02/12/2020	ECSO RECORDS DEPARTMENT
\$24.35	101001	208104	001	02/13/2020	ECSO RECORDS DEPARTMENT
\$43.28	101001	208104	001	02/24/2020	ECSO RECORDS DEPARTMENT
\$3.75	101001	208104	001	02/26/2020	ECSO RECORDS DEPARTMENT
	101001 101001	208104	001	02/24/2020	ECSO RECORDS DEPARTMENT

DTOG-PUBLIC RECORDS FEES \$258.12

Mar 4, 2020 - 1 - 1:17:40 PM

0. C 45.86 + 18.36 + 97.16 + 25.36 + 24.35 + 43.28 + 3.75 + 258.12 T

0.00 T

0. C

David Morgan, Sheriff - Escambia County Sheriff's Office 1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262

CHECK NO.

10027838

Account	Purchase Order	Invoice Number	Amount	Description
208204		20MAR-02	697.78	AUTO ACC REPAIR FEB20
				369939

262

BOARD OF COUNTY COMMISSIONERS

Stop waiting on the mail - Ask us about electronic payments - Contact us at: payables@escambiaso.com

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK. 🖰



DAVID MORGAN, SHERIFF ESCAMBIA COUNTY SHERIFF'S OFFICE GENERAL FUND ACCOUNT P.O. BOX 18770 PENSACOLA, FLORIDA 32523-8770 (850)436-9541

BBVA Compass Bank PENSACOLA, FLORIDA

CHECK NO. CHECK DATE

03/05/20 10027838

AMOUNT \$

 ${f P}_{\!\!\! {
m AY}}$ THE SUM OF SIX HUNDRED NINETY SEVEN DOLLARS & 78 CENTS

TO THE ORDER

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FL 221 S PALAFOX PLACE STE 140 PENSACOLA FL 32501

#10027838# 063013924#6748697878#

Auto Repair February 2020

Budget Unit: 001 AND Transaction Date: Between Feb 1, 2020 12:00 AM and Feb 29, 2020 11:59 PM AND Account Code: 208202 , 208204							
Account Title	Payer Name	Transaction Date Budget Uni	t Account Code	G/L Cash Account	Transaction Amount		
DTOG-AUTO REPAIR WORK							
	ESCAMBIA BOARD OF COUNTY COMMISSION	02/13/2020 001	208204	101001	\$471.33		
	ESCAMBIA BOARD OF COUNTY COMMISSION	02/21/2020 001	208204	101001	\$16.96		
	GENERAL MOTORS	02/14/2020 001	208204	101001	\$87.25		
	UNIVERSITY OF WEST FLORIDA	02/12/2020 001	208204	101001	\$122.24		
DTOG-AUTO REPAIR WORK					\$697.78		
					ì		
Mar 4, 2020			-1-		8:52:59 AM		

- 0. C
- 471.33 +
- 16.96 +
- 87.25 +
- 122.24 +
- 697.78 T
 - 0. C

VENDOR NO. 262

CHECK NO.

10027844

Account	Purchase Order	Invoice Number	Amount	Description
01 20815		20MAR-08	1,296.25	MICS DETAIL RQD FEB20
				369939

262 BOARD OF COUNTY COMMISSIONERS

Stop waiting on the mail - Ask us about electronic payments - Contact us at: payables@escambiaso.com

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK. 🗈



DAVID MORGAN, SHERIFF ESCAMBIA COUNTY SHERIFF'S OFFICE GENERAL FUND ACCOUNT P.O. BOX 18770 PENSACOLA, FLORIDA 32523-8770 (850)436-9541 BBVA Compass Bank PENSACOLA, FLORIDA

CHECK DATE CHE 03/05/20 10

CHECK NO. 10027844

AMOUNT \$

****1,296.25*

TO THE ORDER

OF

Print Mail 1-866-667-2861

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FL 221 S PALAFOX PLACE STE 140 PENSACOLA FL 32501

David Rogan

10027844# O63013924#6748697878#

DTOG-MISCELL (DETAIL RQD) February 2020

Budget Unit: 001

AND Transaction Date: Between Feb 1, 2020 12:00 AM and Feb 29, 2020 11:59 PM AND Account Code: 208104 , 208109

Account Title: Ascending order

Account Title: DTOG-MISCELL (DETAIL RQD)

Δ Δ

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
Administrative Costs Payroll	02/07/2020	001	208150	101001	\$33.00
Administrative Costs Payroll	02/21/2020	001	208150	101001	\$33.00
BILLY CLARK BAIL BONDS	02/05/2020	001	208150	101001	\$591.25
BILLY CLARK BAIL BONDS	02/07/2020	001	208150	101001	\$120.50
CENTRAL BAIL BONDS INC	02/13/2020	001	208150	101001	\$162.00
DAVIS BAIL BONDS	02/26/2020	001	208150	101001	\$118.00
LORENZO STALLWORTH BAIL BONDS	02/28/2020	001	208150	101001	\$120.50
MATT MCKEEHAN BAIL BONDS INC.	02/13/2020	001	208150	101001	\$118.00
DTOC MISCELL (DETAIL DOD)	A THE PARTY OF THE	######################################			\$1,296,25

DTOG-MISCELL (DETAIL RQD)

Mar 4, 2020

<u>4</u>1-

1:17:40 PM

33.00 +

33.00 +

591.25 +

120.50 +

162.00 +

118.00 +

118.00 +

120.50 +

1,296,25 T

0. C

David Morgan, Sheriff - Escambia County Sheriff's Office 1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262

CHECK NO.

10027842

Account		Purchase Order	Invoice Number	Amount	Description
001	208109		20MAR-06	295.20	INV COST FEB20
					341525

BOARD OF COUNTY COMMISSIONERS 262

Stop waiting on the mail - Ask us about electronic payments - Contact us at: payables@escambiaso.com

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL



DAVID MORGAN, SHERIFF ESCAMBIA COUNTY SHERIFF'S OFFICE GENERAL FUND ACCOUNT P.O. BOX 18770 PENSACOLA, FLORIDA 32523-8770 (850)436-9541

BBVA Compass Bank PENSACOLA, FLORIDA

CHECK NO. CHECK DATE 03/05/20

10027842

AMOUNT \$

 ${f P}_{\!\!\! {
m AY}}$ THE SUM OF TWO HUNDRED NINETY FIVE DOLLARS & 20 CENTS

TO THE ORDER

Print Mail 1-866-667-2861

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FL 221 S PALAFOX PLACE STE 140 PENSACOLA FL 32501

#10027842# 063013924#6748697878#

See Reverse Side For Easy Opening Instructions

Investigation Costs February 2020

Budget Unit: 001

AND Transaction Date: Between Feb 1, 2020 12:00 AM and Feb 29, 2020 11:59 PM AND Account Code: 208104 , 208109

Account Title: Ascending order

Account Title: DTOG-INVESTIGATIONS COSTS

_	Account file: D10d-14ve511gAf10N5 C0515					
I	Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
•	FL DEPT OF CORRECTIONS	02/05/2020	001	208109	101001	\$78.85
	FL DEPT OF CORRECTIONS	02/19/2020		208109	101001	\$216.35
•	DTOG-INVESTIGATIONS COSTS					¢20E 20



78.85 +

216.35 +

295.20 T

0. C

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630



LOCATION 1700 W. Leonard St. Pensacola, Florida 32501 www.escambiaso.com

TO:

The Board of County Commissioners

THRU:

Stephan Hall, Budget Manager

FROM:

Henrique Dias, CFO

DATE:

5 March 2020

ISSUE:

SBA for FY 2020 Reimbursements – See Attached Spreadsheet

RECOMMENDATION:

That the Board adopts the resolution approving this Supplemental Budget Amendment #______, in the amount of \$20,693.35 for February 2020. Appropriating these funds in the Sheriff's Office General Fund to off-set Operating expenditures related to expenses.

BACKGROUND:

These funds represent payments for funds to include Auto Repair, Off-Duty Employment, Public Records Fees, Firing Range, Investigative Fees, and Misc. Detail RQD.

BUDGETARY IMPACT:

This supplemental Budget Amendment #_____ recognizes the reimbursement for miscellaneous payments and appropriates it in the Sheriff's budget.

LEGAL CONSIDERATION/SIGN-OFF: N/A

FLORIDA



BOCC Re: Supplemental Budget Amendment March 5, 2020

Page 2

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

The Board policies require increases and decreases in revenues to be approved by them.

IMPLEMENTATION REQUIREMENTS: N/A

COORDINATION WITH OTHER AGENCIES/PERSONS:

Questions regarding this recommendation may be directed to Henrique Dias, Chief Financial Officer at 436-9541.

CONCUR:	
Janice P. Gilley	
County Administrator	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17654 County Administrator's Report 8. 16.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Supplemental Budget Amendment #082 - NRDA Carpenter

Creek Headwater Park Amenities Project

From: STEPHAN HALL, Budget Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #082 - NRDA
Carpenter Creek Headwater Park Amenities Project Agreement #DH012, J. Taylor
"Chips" Kirschenfeld, Natural Resource Management Department Director - Stephan
Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #082, Gulf Coast Restoration Fund (118), in the amount of \$423,120, to recognize Grant proceeds from the Florida Department of Environmental Protection (FDEP) Agreement #DH012, and to appropriate these funds for the construction of a public park at the headwaters of Carpenter Creek.

The Natural Resource Damage Assessment (NRDA) Florida Trustee Implementation Group (TIG) has included the Carpenter Creek Headwater Park Amenities Project within Florida's Final Restoration Plan. The project will provide and enhance recreational opportunities through the construction of a public park at the headwaters of Carpenter Creek. The project is a companion to the NRDA water quality improvement project, both of which are part of the RESTORE Act Direct Component (Pot 1) funded Carpenter Creek and Bayou Texar Watershed Management Plan. The project will enhance public access by providing a new recreational opportunity in an area with no current recreational access. The trail and paddle-craft launch will allow users to access the lake feature of the creek, a result of a series of beaver dams. The new parking area will also enhance public access to the area. The passive recreation area will feature tables and benches to allow users to enjoy the park views while maintaining the native tree canopy. The educational signage will enhance awareness of the restoration efforts and importance of the creek and watershed.

BACKGROUND:

The Natural Resource Damage Assessment (NRDA) Florida Trustee Implementation Group (TIG) has included the Carpenter Creek Headwater Park Amenities Project within Florida's Final Restoration Plan. The project will provide and enhance recreational opportunities through the construction of a public park at the headwaters of Carpenter Creek. The project is a companion to the NRDA water quality improvement project, both of which are part of the RESTORE Act Direct Component (Pot 1) funded Carpenter Creek and Bayou Texar Watershed Management Plan. The project will enhance public access by providing a new recreational opportunity in an area with no current recreational access. The trail and paddle-craft launch will allow users to access the lake feature of the creek, a result of a series of beaver dams. The new parking area will also enhance public access to the area. The passive recreation area will feature tables and benches to allow users to enjoy the park views while maintaining the native tree canopy. The educational signage will enhance awareness of the restoration efforts and importance of the creek and watershed.

BUDGETARY IMPACT:

This Amendment will increase Fund 118 by \$423,120. No matching funds are required.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S.129.06 -Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 082

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 funds from Florida Department of Environmental Protection Agreement# DH012, and these funds must now be recognized and appropriated for the Carpenter Creek Headwater Park Amenities Project as part of the RESTORE Act Direct Component (Pot 1) funded Carpenter Creek and Bayou Texar Watershed Management Plan.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Gulf Coast Restoration Fund	118		
Fund Name	Fund Number		
Fund Number and Name 118 / Gulf Coast Restoration Fund	Account Name NRDA Carp Crk Park DH012	Account Code 334393 (new)	Amount 423,120
Total			\$423,120
Fund Number and Name 118 / Gulf Coast Restoration Fund 118 / Gulf Coast Restoration Fund	Cost Center Code/Title 222045 / NRDA Carp Crk Park DH012 (new) 222045 / NRDA Carp Crk Park DH012 (new)	Account Code/ Appropriations Title 54901 / Other Current Chrgs & Oblgs 56301 / Improvements other than Bldgs	Amount 13,120 410,000
			,
Total			\$423,120
	ed by the Board of County Commissioners of I udget Amendment be made effective upon add		
Deputy Clerk		Steven Barry, Chairman	
Adopted			
OMB Approved			
Supplemental Budget Amendment #082			



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17653 County Administrator's Report 8. 17.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Supplemental Budget Amendment #083 - NRDA Carpenter

Creek Headwater Water Quality Improvements Project

From: STEPHAN HALL, Budget Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #083 - NRDA

Carpenter Creek Headwater Water Quality Improvements Project Agreement #DH006, J.

Taylor "Chips" Kirschenfeld, Natural Resource Management Department Director
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #083, Gulf Coast Restoration Fund (118), in the amount of \$1,599,600, to recognize Grant proceeds from the Florida Department of Environmental Protection (FDEP) Agreement #DH006, and to appropriate these funds to be used for the design, permitting, construction, and property acquisition of the Carpenter Creek Headwater Water Quality Improvements Project.

The Natural Resource Damage Assessment (NRDA) Florida Trustee Implementation Group (TIG) has included the Carpenter Creek Headwater Water Quality Improvements Project within Florida's Final Restoration Plan. The project will reduce pollutant loading and hydrologic degradation in this urban watershed. The project includes restoration of County-owned 2.6 acre wetland; acquisition of 6 acres of land for construction of a stormwater treatment facility; and construction of a stormwater treatment facility to capture and treat stormwater that flows off Olive Road into Carpenter Creek, which ultimately flows into Bayou Texar. The restored wetland will improve habitats and species that depend on wetland habitats, stabilize the soils, and reduce erosion and sediment loading into Carpenter Creek. The project is a companion to the Carpenter Creek Headwater Park recreational project, and both are part of the RESTORE Act Direct Component (Pot 1) funded Carpenter Creek and Bayou Texar Watershed Management Plan.

BACKGROUND:

The Natural Resource Damage Assessment (NRDA) Florida Trustee Implementation Group (TIG) has included the Carpenter Creek Headwater Water Quality Improvements Project within Florida's Final Restoration Plan. The project will reduce pollutant loading and hydrologic degradation in this urban watershed. The project includes restoration of County-owned 2.6 acre wetland; acquisition of 6 acres of land for construction of a stormwater treatment facility; and construction of a stormwater treatment facility to capture and treat stormwater that flows off Olive Road into Carpenter Creek, which ultimately flows into Bayou Texar. The restored wetland will improve habitats and species that depend on wetland habitats, stabilize the soils, and reduce erosion and sediment loading into Carpenter Creek. The project is a companion to the Carpenter Creek Headwater Park recreational project, and both are part of the RESTORE Act Direct Component (Pot 1) funded Carpenter Creek and Bayou Texar Watershed Management Plan.

BUDGETARY IMPACT:

This Amendment will increase Fund 118 by \$1,599,600. No matching funds are required.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S.129.06 -Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 083

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 funds from Florida Department of Environmental Protection Agreement# DH006, and these funds must now be recognized and appropriated for the Carpenter Creek Headwater Water Quality Improvements Project as part of the RESTORE Act Direct Component (Pot 1) funded Carpenter Creek and Bayou Texar Watershed Management Plan.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Gulf Coast Restoration Fund	118		
Fund Name	Fund Number		
Fund Number and Name 118 / Gulf Coast Restoration Fund	Account Name NRDA Carp Creek HW DH006	Account Code 334394 (new)	Amount 1,599,600
Total			\$1,599,600
Fund Number and Name 118 / Gulf Coast Restoration Fund	Cost Center Code/Title 222044 / NRDA Carp Creek HW DH006 (new)	Account Code/ Appropriations Title 53401 / Other Contractual Services 54901 / Other Current Chrgs & Oblgs 56101 / Land 56301 / Improvements other than Bldgs	Amount 15,616 63,984 250,000 1,270,000
Total NOW THEREFORE he it resolve	red by the Board of County Commissioners of	Escambia County Florida	\$1,599,600
	Budget Amendment be made effective upon ad		
ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT		BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA	
Deputy Clerk		Steven Barry, Chairman	
Adopted			
OMB Approved			
Supplemental Budget Amendment #083			



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17636 County Administrator's Report 8. 18.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Approval of Miscellaneous Appropriations Agreement between

Escambia County and Visit Pensacola, Inc.

From: STEPHAN HALL, Budget Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2020/2021 Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

A. Approve allocating a portion of the remaining available balance in the Tourist Promotion Fund, Fund 108, to Visit Pensacola, Inc., from Cost Center 360101, in the amount of \$929,682.00, and from Cost Center 360105, in the amount of \$470,318.00, for a combined total of \$1,400,000.00; and

- B. Approve the Amendment to the Miscellaneous Appropriations Agreement, amending Section 3, increasing the allocation by \$1,400,000, for a total allocation of \$7,849,534.00, to be paid from the Tourist Promotion Fund (108), Cost Centers 360101 and 360105, Account 58201; and amending Exhibit "A" as follows:
- 1. Direct programming: Expenses of \$4,925,816\$6,034,817 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community;

- 2. Operations: Expenses of \$340,622\$396,944 related to the operations of the Visit Pensacola office and the Pensacola Sports Association (PSA); and
- 3. Personnel: Expenses of \$1,183,096 \$1,417,773 related to salaries and benefits for employees working for Visit Pensacola and the Pensacola Sports Association (PSA);
- C. Authorize the Chairman to sign the Amendment and all other necessary documents; and
- D. Authorize the execution of the necessary Change Order.

This is the first of possible multiple amendments to the Visit Pensacola (VP) Miscellaneous Appropriations Agreement (MAA) with Escambia County for Fiscal Year 2019/20. Due to the COVID-19 Pandemic and associated responses affecting tourism in the area and Tourist Development Tax (TDT) collections, staff is recommending a more conservative funding increase due to the many uncertainties at this time. TDT collections will be monitored over the coming months and if determined to be stable, additional funding amendment(s) may be brought back to board requesting an increase in the VP MAA to support tourism related activities in Escambia County.

BACKGROUND:

On December 10, 2019, the Tourist Development Council voted to approve allocating the overage in the tourist development tax dollars from Fiscal Year 2018/2019 to Visit Pensacola.

Visit Pensacola has requested a \$300,000 advance from this additional allocation. Per their Agreement, they operate on a reimbursement basis and the advance will provide cash flow until further expenses are reimbursed by the County. They also act as the fiscal agent for Pensacola Sports and Art, Culture, Entertainment (ACE) and it is critical for reimbursement in a timely manner.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2019/2020 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Amendment to Miscellaneous Appropriations Agreement

AMENDMENT TO MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND VISIT PENSACOLA, INC.

THIS AMENDMENT to the Miscellaneous Appropriations Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Visit Pensacola, Inc., FEI/EIN 46-3684826, with a principal address of 1401 East Gregory Street, Pensacola, Florida 32502 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, on or about October 17, 2019, the parties previously entered into a Miscellaneous Appropriations Agreement wherein the County agreed to appropriate from the County's Tourist Development Fund for the County's current Fiscal Year 2019/2020, "Third Cent" Tourist Development Tax funds in the sum of \$4,645,000 and "Fourth Cent" Tourist Development Tax funds in the sum of \$1,804,534.00 for the Recipient to conduct a program generally described as Tourism Promotion Activities (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to include additional funding in the total amount of \$1,400,000.00 to increase funding for Direct Programming activities by \$1,109,001, Operations expenses by \$56,322, and Personnel related expenses by \$234,677; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and general welfare of the residents of Escambia County that the Agreement should be amended as provided herein.

- **NOW, THEREFORE, IN CONSIDERATION** of the premises, the appropriation and distribution of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree to amend the Agreement as follows:
- 1. The foregoing recitals are declared to be true and correct and are incorporated herein by reference.
- 2. The Agreement is amended to reflect that the County agrees to pay Visit Pensacola, Inc. additional funding in the amount of \$1,400,000.00 for a total sum of \$7,849,534.00. The sum of \$300,000.00 shall be paid to the Recipient following execution of this Amendment, and all remaining funds shall be paid on a cost reimbursement basis for eligible expenses in accordance with the procedures set forth in Exhibit B.
- 3. Exhibit A to the Agreement is hereby amended as provided in the revised Exhibit, attached hereto and incorporated herein, to reflect the increased funding allocations for authorized program functions as set forth therein.
- 4. The parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.
- 5. The effective date of this Amendment shall be on the last date executed by the parties hereto.

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

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

	By:Steven Barry, Chairman	
ATTEST: Pam Childers Clerk of the Circuit Court	Date:	-
ordin or the chean ocal	BCC APPROVED:	
Ву:	Approved as to form and legal sufficiency.	
Deputy Clerk	By/Title: Kristin D. Hual, SACA	
	Date: <u>03-26-2020</u>	
	VISIT PENSACOLA, INC.	
	By: Jack Brown Interim President/CEO	
	Date: 03-26-2020	
Attest:		
Secretary 3/26/26	20	

EXHIBIT A

2019/2020 MISCELLANEOUS APPROPRIATIONS PROGRAM

NAME OF ORGANIZATION: Visit Pensacola, Inc.

APPROVED BUDGET

EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF **VISIT PENSACOLA**, **INC**.

\$6,449.534.00 \$7,849,534.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The allocation of funds described below represents the parties' best estimate of the expected expenditures. The allocation of funding may be modified by written amendment to this Agreement duly executed by both parties.

Direct programming: Expenses of \$4,925,816.00 \$6,034,817.00 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are direct programming expenses of Arts, Culture and Entertainment, Inc. (ACE) and Pensacola Sports Association, Inc. (PSA) for marketing and operational support for local festivals and events that occur in Escambia County and attract visitors to our community.

Operations: Expenses of \$340,622.00 \$396,944.00 related to the operations of Visit Pensacola and the Pensacola Sports Association (PSA).

Personnel: Expenses of \$1,183,096.00 \$1,417,773.00 related to salaries and benefits for employees of Visit Pensacola and the Pensacola Sports Association (PSA).



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17672 County Administrator's Report 8. 19.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Reallocation of Capital Improvement Program Funds - Local

Option Sales Tax III

From: Joy Jones, Director

Organization: Engineering

CAO Approval:

RECOMMENDATION:

<u>Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Joy Jones, P.E., Engineering Department Director</u>

That the Board approve the reallocation of funds from Fund 352, Local Option Sales Tax (LOST) III, Transportation and Drainage, in the amount of \$1,215,011, as indicated below:

FROM:

Туре	Project No.	Description	District	Amount
Т		Beulah Road Improvements (1/2 of current budget \$1,229,076, transferring 1/2 of project located in District 5, other 1/2 in District 1 will remain in project)	5	\$614,538
T	12EN1728	I-10 Interchange/Beulah	5	\$600,473
		Total to Transfer		\$1,215,011

TO:

Туре	Project No.	Description	District	Amount
Т		Muscogee Road- Jack's Branch (CR97N) to Nowak)	5	\$1,215.011
		Total		\$1,215,011

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

BACKGROUND:

At a regular scheduled Board meeting on September 5, 2019, the Board approved the Road Transfer Agreement between Escambia County and the Florida Department of Transportation regarding County Road 99 (Beulah Road) and State Road 292 (Perdido Key Drive). Funds being transferred to the Muscogee Road project are from the Beulah Road project and the I-10 Interchange project.

The Muscogee Road project consists of roadway resurfacing improvements along Muscogee Road, beginning at Jacks Branch Road (CR97N) and ending at Nowak Road (1.15 miles). This project will include milling of 2 inches of the existing asphalt, installation of 2.5 inches County Specification Type SP 12.5 Asphalt Structure Course and 2 inches of FDOT SP 12.5 76-22 wearing course, appropriate temporary striping and permanent thermoplastic striping once the paving has been completed. Associated fill, grading, sodding, erosion control, and other incidental work is included in this project.

This project is located in Commission District 5.

BUDGETARY IMPACT:

No budgetary impact occurs. Funding is currently available in Fund 352, Local Option Sales Tax III, Account 210107, Transportation and Drainage.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel are anticipated for this action.

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and prioritization of Capital Improvement Projects are at the discretion of the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this request, a Budget Amendment will be forwarded to the Office of Management and Budget to reallocate the funds to the appropriate projects.

MINUTES - SEPTEMBER 5, 2019

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
 - 21. Continued...

Mass Transit:

Fund 104, Mass Transit Fund; Cost Center 211217; Object Code 53401, Other Contractual Services; in the amount of \$5,112.]

Motion: Move the Item

Made by: Commissioner Bergosh Seconded by: Commissioner Bender

Disposition: Carried unanimously

- 22. <u>Recommendation:</u> That the Board take the following action concerning the Road Transfer Agreement between Escambia County and the Florida Department of Transportation (FDOT/also known as the Department) regarding County Road 99 (Beulah Road) and State Road 292 (Perdido Key Drive):
 - A. Approve, and authorize the Chairman to sign, the Road Transfer Agreement between Escambia County and FDOT;
 - B. Approve, and authorize the Chairman to sign, the Memorandum of Understanding (MOU) between Escambia County, Florida, and FDOT; and
 - C. Approve and authorize the Chairman to sign, the Resolution [R2019-88] authorizing the execution of the Road Transfer Agreement between Escambia County, Florida, and FDOT.

[Funding: Per MOU, Escambia County will transfer all work product and communication between Escambia County and any contractor or stakeholder associated with its US Highway 29 Project Development and Environment (PD&E) Study, including but not limited to all collected data, documentation, stakeholder discussions, as well as any funding associated with the US Highway 29 Connector Project to FDOT. Escambia County placed the contract with Atkins Global, Inc., on hold on August 13, 2019, after the Committee of the Whole Transportation Workshop affirmative consensus on August 8, 2019, regarding the transfer. The amount of funds remaining in the contract is \$773,038.79; however, Atkins' final invoice for payment has not been received. The funds are located in Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #08EN0021 and Project #12EN1728]

(Continued on Page 39)

MINUTES - SEPTEMBER 5, 2019

COUNTY ADMINISTRATOR'S REPORT - Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

Motion: Move CAR II-22, Items A, B, and C

Made by: Commissioner Underhill Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

Speaker(s): Charles Krupnick, Jimmy Sherouse, Melissa Pino, Gail Strickland, Tim Smith, Theresa Blackwell, Margaret Hostetter, Joe Gilchrist, Mae Dean, and Charlotte Padodock

23. <u>Recommendation:</u> That the Board approve, and authorize the County Administrator to execute, the following Change Order to John Davenport Engineering, Inc., in the amount of \$32,015, on Contract PD 15-16.091, Design Services for Traffic Signal Design for County Road (CR) 95A (Palafox Highway) at CR 749 (Old Chemstrand Road) and CR 297A at CR 186 (Kingsfield Road):

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	\$32,015
Vendor:	John Davenport Engineering, Inc.
Project Name:	CR 95A at Chemstrand Road and CR 297A at Kingsfield Road
Contract:	PD 15-16.091
PO#:	170782
CO#:	7
Original Contract Amount:	\$106,910
Cumulative Amount of Change Orders Through this CO:	\$128,635
New Contract Amount:	\$235,545

[Funding Source: Local Option Sales Tax (LOST) III, Fund 352, Cost Center 210107, Object Code 56301, Project 16EN3495]

This project is located in Commission District 5.

Motion: Move to drop this tonight and not take action

Made by: Commissioner Barry

Seconded by: Commissioner Bergosh

Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board

Chambers



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17685 County Administrator's Report 8. 20.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Reallocation of Capital Improvement Program Funds - LOST IV

(District 3)

From: Joy Jones, Director

Organization: Engineering

CAO Approval:

RECOMMENDATION:

<u>Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Joy Jones, P.E., Engineering Department Director</u>

That the Board approve the reallocation of funds from Fund 353, Local Option Sales Tax (LOST) IV, in the amount of \$1,884,000, as indicated below:

	FROM	то	FUND	DISTRICT	FROM PROJECT NAME	TO PROJECT NAME	AMOUNT
A	FY 2020	FY 2020	353	3	Pinestead	Wedgewood, Ensley & Englewood Sidewalks Plan	\$941,512
В	FY 2021	FY 2020	353	3	Pinestead	Wedgewood, Ensley & Englewood Sidewalks Plan	\$942,488
					TOTAL		\$1,884,000

[Funding Source: Fund 353, Local Option Sales Tax (LOST) IV, Cost Center 210106, Transportation and Drainage]

BACKGROUND:

At his request, staff met with Commissioner May to discuss the construction of several sidewalk projects in District 3. The Board needs to approve the transfer funds from Pinestead (LOST IV) to fund projects in the Wedgewood, Ensley, and Englewood areas. A list of anticipated projects is provided.

BUDGETARY IMPACT:

No budgetary impact occurs. Funding is currently available in Fund 353, LOST IV, Cost Center 210106, Transportation and Drainage.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and prioritization of Capital Improvement Projects are at the discretion of the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this request, a Budget Amendment will be forwarded to the Office of Management and Budget to reallocate the funds to the appropriate projects.

Attachments

District 3 Anticipated Projects

Escambia County District 3 Wedgewood, Ensley and Englewood Sidewalks Plan

District	Area	Location	From	То	Est	imated Cost
3	Wedgewood	Pinestead Road	Wagner Road	U.S. 29	\$	251,000.00
3	Wedgewood	Hampton Road	Rolling Hills Road	Pinestead Road	\$	269,000.00
3	Wedgewood	Wagner Road	Hampton Road	Pinest ea d Road	\$	110,000.00
3	Ensley	Sonny Boy	Johnson Avenue	Airway Drive	\$	97,000.00
3	Englewood	North S Street	Fairfield Drive	St. Mary Avenue	\$	96,000.00
3	Englewood	West Haynes Street	North V Street	North Pace Blvd.	\$	185,000.00
3	Englewood	West Baars Street	North W Street	North Pace Blvd.	\$	98,000.00
3	Englewood	West Leonard Street	North W Street	North Pace Blvd.	\$	98,000.00
3	Englewood	West Fisher Street	North W Street	North S Street	\$	98,000.00
3	Englewood	West Cross Street	North W Street	North S Street	\$	98,000.00
3	Englewood	West Hatton Street	North W Street	North S Street	\$	98,000.00
3	Englewood	West Scott Street	North W Street	North S Street	\$	98,000.00
3	Englewood	St. Catherine Avenue	North Q Street	North Pace Blvd.	\$	50,000.00
3	Englewood	North P Street	North Fairfield Drive	St. Catherine Avenue	\$	182,000.00
3	Englewood	St. Mary Avenue	North Q Street	North Pace Blvd.	\$	28,000.00
3	Englewood	West Cross Street	North Q Street	North Pace Blvd.	\$	28,000.00
	_			Totals	\$ 1	.,884,000.00



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17679 County Administrator's Report 8. 21.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Off System Project Agreement for Right-of-Way Acquisition

Between FDOT and Escambia County for O.C. Phillips Road

over Brushy Creek Bridge No. 484029

From: Joy Jones, Director

Organization: Engineering

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation
Off-System Project Agreement for Right-of-Way Acquisition for the O.C. Phillips Road
Over Brushy Creek Bridge No. 484029 - Joy Jones, P.E., Engineering Department
Director

That the Board take the following action concerning the State of Florida Department of Transportation Off-System Project Agreement for Right-of-Way Acquisition for the O.C. Phillips Road Over Brushy Creek Bridge No. 484029:

A. Approve the State of Florida Department of Transportation Off-System Project Agreement for Right-of-Way Acquisition for the O.C. Phillips Road Over Brushy Creek Bridge No. 484029; and

B. Adopt a Resolution authorizing the Chairman to sign the Off-System Project Agreement for Right-of-Way Acquisition.

BACKGROUND:

In a regularly scheduled Board Meeting on September 7, 2017, the Board approved the Local Agency Program (LAP) Agreement between Escambia County and the Florida Department of Transportation (FDOT), for the design of a bridge replacement located at O.C. Phillips Road over Brushy Creek, Bridge No. 484029. This LAP Agreement for design requires the County to pay 25% of the project cost and FDOT to pay the remaining 75%. To implement that Agreement, it is necessary for FDOT to acquire right-of-way on behalf of and in the name of the County at O.C. Phillips Bridge.

Currently there is no right-of-way on O.C. Phillips roadway and Bridge. The County has a maintenance claim for the existing structure and roadway. In order to improve the roadway approaches to meet current standards and to replace the existing structurally deficient and physically obsolete bridge, additional area beyond a presumptive maintenance claim must be obtained. The subject Agreement and Resolution presented for execution are for that purpose.

Design is 90% complete. After design is completed and the plans have been accepted by the Department, the Department will initiate and facilitate acquisition of identified properties. Once acquisition is complete, the County will be able to submit a separate request to the Department for construction funding. The expected future replacement cost is estimated at \$1,365,984 (County's 25% share would be \$341,496). The County's share of funding is programmed in 2022, and shown on the LOST IV Bridge Replacement line item priorities list that is pending Board of County Commissioners' approval.

BUDGETARY IMPACT:

LOST IV Bridge Replacement construction funds are programmed for 2022 for O.C. Phillips Bridge (County's 25% share) and a separate LAP for construction will be presented to the BCC at that time.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and signed off on the Agreement and the Resolution.

PERSONNEL:

No additional personnel are anticipated for this action.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for all Agreements and Resolutions.

IMPLEMENTATION/COORDINATION:

Escambia County Engineering Department staff will forward the documents to FDOT for final execution.

Attachments

FDOT Off System Project Agreement

Resolution

Board Action 09072017

Rev.: 10/19 FPID #s.: 430468-1-38-01

LOCAL AGENCY: Escambia County

FAP #.: D318-116-B

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION OFF SYSTEM PROJECT AGREEMENT FOR RIGHT-OF-WAY ACQUISITION

This Off-System Project Agreement ("Agreement") is between the State of Florida Department of Transportation ("DEPARTMENT"), and Escambia County, a political subdivision of the State of Florida ("LOCAL AGENCY"). The DEPARTMENT and the LOCAL AGENCY are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

- 1. The Parties entered into a Local Agency Program Agreement, Contract No.: G0O72 on October 9, 2017, wherein Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c). Contract No.: G0O72 was for the design of bridge replacement located at O.C. Phillips Road over Brushy Creek Bridge NO. 484029.
 - 2. Brushy Creek Bridge NO. 484029 requires replacement; and
- 3. Brushy Creek Bridge is on O. C. Phillips Road located in Escambia County, Florida, a road <u>not</u> on the State Highway System; and
- 4. The Parties agree that it is in the best interest of the State of Florida and the LOCAL AGENCY for the DEPARTMENT, if necessary, to act for the LOCAL AGENCY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and
- 5. Approval of federal aid necessary to the PROJECT requires agreement by the LOCAL AGENCY to maintain the PROJECT or the portion of the PROJECT that is located on the LOCAL AGENCY'S right-of-way; and
- 6. The Parties agree that it is in the best interest of each Party for the LOCAL AGENCY to undertake and to complete all aspects of the roadway improvement work except acquisition of right-of-way. The LOCAL AGENCY shall undertake and complete all other obligations on the PROJECT that include, but are not limited to, the design, construction, and construction inspection of the PROJECT the notification, construction, reconstruction and relocation of utilities under Sections 337.401, 337.402, 337.403, and 337.404, Florida Statutes, all regulatory or environmental permits, easements and all other tasks or actions required by or arising from the PROJECT. Right-of-way acquisition will be done by the DEPARTMENT for, and in the name of, the LOCAL AGENCY.
- 7. The LOCAL AGENCY, by resolution No. ______, dated ______, 2020, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of the Board of County Commissioners to execute this Agreement.

Rev.: 10/19 FPID #s.: 430468-1-38-01

LOCAL AGENCY: Escambia County

FAP #.: D318-116-B

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the Parties hereby agree as follows:

8. The recitals in paragraphs 1-7 above are true and correct and are made a part of this Agreement.

- 9. The LOCAL AGENCY shall, through the passage of a formal resolution of its governing body, consent to and authorize the DEPARTMENT for the LOCAL AGENCY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT. Said authority and action shall be deemed to include the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT. Said resolution shall also provide the authority for the appropriate official of the LOCAL AGENCY to execute this Agreement on behalf of the LOCAL AGENCY.
 - a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the LOCAL AGENCY. Recording of said documents shall be the responsibility of the LOCAL AGENCY.
- 10. The LOCAL AGENCY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing LOCAL AGENCY right-of-way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right-of-way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the LOCAL AGENCY'S existing right-of-way, the LOCAL AGENCY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the LOCAL AGENCY acknowledges that the right-of-way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance. Additionally, the LOCAL AGENCY will undertake and complete all obligations for the PROJECT for purposes of the notification, construction, reconstruction and relocation of utilities. The LOCAL AGENCY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right-of-way.
- 11. The LOCAL AGENCY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the LOCAL AGENCY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The LOCAL AGENCY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds

Rev.: 10/19 FPID #s.: 430468-1-38-01

LOCAL AGENCY: Escambia County

FAP #.: D318-116-B

on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The LOCAL AGENCY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

- 12. The LOCAL AGENCY acknowledges and agrees that the right-of-way as described in the PLANS and the improvements and structures located within the right-of-way, are and will remain under the ownership of the LOCAL AGENCY and that the DEPARTMENT will not have any ownership interest in the right-of-way, improvements or structures located thereon.
- 13. This Agreement shall become effective as of the date both Parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed.
- 14. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL AGENCY 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 LOCAL AGENCY in conjunction with this Agreement.
- 15. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the LOCAL AGENCY to enter into this Agreement or to undertake the PROJECT, the LOCAL AGENCY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.
- 16. The LOCAL AGENCY shall initiate and prosecute to completion all proceedings or actions necessary to enable the LOCAL AGENCY to provide any necessary funds for completion of the PROJECT.
- 17. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- 18. To the extent permitted by law, LOCAL AGENCY shall indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission or negligent act by LOCAL AGENCY, its agents, or employees, during the performance of the Agreement, except that neither LOCAL AGENCY, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the DEPARTMENT or any of its officers, agents, or employees during the performance of the Agreement. Nothing herein shall be deemed a waiver of the rights of sovereign immunity of either Party.

Rev.: 10/19

FPID #s.: 430468-1-38-01

LOCAL AGENCY: Escambia County

FAP #.: D318-116-B

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates exhibited by the signatures below.

$\overline{}$	Γ	A 6	D	ГΜ		N 17	T-0
		- 11	~	10.7	-		
u			1	110		· V	

LOCAL AGENCY:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ESCAMBIA COUNTY, a political subdivision of the State of Florida

By:	Phillip Gainer, P.E.	By:	Steven Barry	Approved as to form an sufficiency,
Title:	District Three Secretary	Title:	Chairman	By/Title: Bully Hur. Date: Maroll 6, 2
Date:	×	Date:		
Attest	:	Attest	: PAM CHILDER Clerk of the Circ	
		s 	Deputy Clerk	
Legal	Review:	Legal	Review:	
Office	e of the General Counsel	Stepho	en G. West	
		Senio	r Assistant County	Attorney

RESOLUTION R2020-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO ACQUIRE PROPERTY (BOTH REAL AND PERSONAL) ON BEHALF AND IN THE NAME OF THE COUNTY, THROUGH VOLUNTARY ACQUISITION AND THROUGH THE USE OF THE POWER OF EMINENT DOMAIN, FOR THE BRIDGE REPLACEMENT LOCATED AT O.C. PHILLIPS ROAD OVER BRUSHY CREEK BRIDGE NO. 484029, PURSUANT TO AN OFF SYSTEM PROJECT AGREEMENT, CONFIRMING AND APPROVING THE AGREEMENT, PROVIDING SIGNATURE AUTHORITY FOR THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Escambia County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, approved that certain Off System Project Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the acquisition of right-of-way on behalf and in the name of the County for the bridge replacement located at O.C. Phillips Road over Brushy Creek Bridge No. 484029 (Project); and

WHEREAS, pursuant to Section 9 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project;

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

- 1. The foregoing recitals are true and correct and incorporated herein by reference.
- 2. The County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, confirms the Agreement approved by the Board of County Commissioners concurrently with this resolution, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) on behalf and in the name of the County, that is necessary to complete the Project.
- 3. A certified copy of this resolution shall be forwarded to the Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

4.	This resolution shall be County Commissioners of	effective upon passage and adoption by the Board of Escambia County, Florida.
P	ASSED AND ADOPTED this _	day of, 2020.
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
		Steven Barry, Chairman
ATTEST	: PAM CHILDERS Clerk of the Circuit Court	
D	eputy Clerk	
		This document approved as to form and legal sufficiency. By: Title: Merch 6, 2020

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-26. Approval of Various Consent Agenda Items Continued
 - 18. Taking the following action concerning the State of Florida Department of Transportation Local Agency Program Agreement between the State of Florida Department of Transportation and Escambia County, Florida, for the design of bridge replacement located at O.C. Phillips Road over Brushy Creek Bridge No. 484029 (Funding Source: Fund 352, "Local Option Sales Tax III"):
 - A. Approving the State of Florida Department of Transportation Local Agency Program Agreement between the State of Florida Department of Transportation and Escambia County, Florida, for the O.C. Phillips Road over Brushy Creek Bridge No. 484029; and
 - B. Adopting a Resolution [R2017-110] authorizing the Chairman to sign the Local Agency Program Agreement.
 - 19. Taking the following action concerning the State of Florida Department of Transportation Local Agency Program Agreement between the State of Florida Department of Transportation and Escambia County, Florida, for bridge replacement design costs for the bridge located at Dawson Road over Pritchett Mill Bridge No. 484046 (Funding Source: Fund 352, "Local Option Sales Tax III"):
 - A. Approving the State of Florida Department of Transportation Local Agency Program Agreement between the State of Florida Department of Transportation and Escambia County, Florida, for the Dawson Road over Pritchett Mill Bridge No. 484046 Project; and
 - B. Adopting a Resolution [2017-111] authorizing the Chairman to sign the Local Agency Program Agreement.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17677 County Administrator's Report 8. 22.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Reallocation of Capital Improvement Program Funds - Local

Option Sales Tax IV District 1 Discretionary Funds

From: Joy Jones, Director

Organization: Engineering

CAO Approval:

RECOMMENDATION:

<u>Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Joy Jones, P.E., Engineering Department Director</u>

That the Board approve the reallocation of funds from Fund 353, Local Option Sales Tax (LOST) IV, Commission District 1 Discretionary Funds, in the amount of \$1,100,000, as follows:

	Туре	Funding	Description	District	Amount
Α	Discretionary	Fund 353/LOST IV	Dunaway Lane	1	\$200,000
В	Discretionary	1	Cerny Road/Muldoon Road Sidewalks, Street Lights and Drainage Improvements	1	\$700,000
С	Discretionary	1	Beulah Regional Park Improvements	1	\$200,000
			Total		\$1,100,000

[Funding Source: Fund 353, Local Option Sales Tax IV, Cost Center 110102, Commission District 1 Discretionary Funds]

BACKGROUND:

- A. <u>Pine Valley Estates Subdivision(Dunaway Lane)</u>: This project is for the design of drainage and road reconstruction for the Pine Valley Estates subdivision in order to redirect surface water and groundwater to an outfall in Eight Mile Creek;
- B. <u>Cerny Road/Muldoon Road Sidewalks</u>, <u>Street Lights and Drainage Improvements</u>: This project is for the design and construction of sidewalks, lighting and drainage improvements along Cerny Road and Muldoon Road between Blue Angel Parkway and Saufley Field Road and includes drainage improvements on Milford Road. Design and construction coordination will occur with the Muldoon Stormwater Pond Modeling Phase 1-3 project; and
- C. <u>Beulah Regional Park Improvements</u>: Beulah Regional Park, located at 7820 Mobile Highway in Commission District 1, is located in a rapidly growing area. Upgrades and additions to this park shall include, but not be limited to, exercise and workout equipment to support a healthy lifestyle. Additional upgrades to the park will include climbing walls and other playground equipment for children, and water misting areas for use in warm weather.

BUDGETARY IMPACT:

Funds are available in Fund 353 LOST IV, Cost Center 110102, Commission District 1 Discretionary Funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel are anticipated for this action.

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and prioritization of Capital Improvement Projects are at the discretion of the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this request, a Budget Amendment will be forwarded to the Office of Management and Budget to reallocate the funds to the appropriate projects.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17635 County Administrator's Report 8. 23.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Conveyance of a Portion of Real Property Located at 3085 and

3105 Robertson Road

From: Joy Jones, Director

Organization: Engineering

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of a Portion of Real Property Located at 3085 and 3105 Robertson Road - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the conveyance of a portion of real property, located at 3085 and 3105 Robertson Road, to Jerry David Westmoreland:

A. Authorize conveyance of a Quit Claim Deed to Jerry David Westmoreland, to confirm the return of this portion of real property previously conveyed to Escambia County in 1995; and

B. Authorize the Chairman or Vice Chairman to execute the Quit Claim Deed, and have it recorded at the County's expense in the Clerk of the Court Public Records.

This property is located in Commission District 2.

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

BACKGROUND:

On December 31, 1979, Mr. Westmoreland conveyed a 10-foot Access and Drainage Easement to Escambia County.

On November 15, 1995, Mr. Westmoreland conveyed a strip of real property 10 feet wide x 277 feet long on the southern portion of his property and conveyed a

strip of real property 8 feet wide x 304 feet long on the northern portion of his property to Escambia County.

Escambia County has not used the additional right-of-way that was obtained from Mr. Westmoreland for infrastructure or improvements. Therefore, Mr. Westmoreland has asked that the County convey the real property back to him. The Access and Drainage Easement will remain in effect.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Quit Claim Deed was approved as to form and legal sufficiency by Stephen G. West, Senior Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval, Escambia County staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will have the Quit Claim Deed recorded in the public records of Escambia County, Florida.

Attachments

Quitclaim-Robertson

Aerial Map Robertson Road

Drainage Easement Robertson Road

Quit Claim-OR 4206, Pg 917 Robertson Road

Quit Claim-OR 4206,Pg 919 Robertson Road

Exhibit A Robertson Road

This document was prepared by: Marcia Wieborg 3363 West Park Place Pensacola, Florida 32505

STATE OF FLORIDA COUNTY OF ESCAMBIA

Deputy Clerk

Robertson Road - Formerly portions of adjacent parcels 15-3S-31-1001-012-002 and 15-3S-31-1001-005-002

	QUITCLAIM	DEED
Escambia Cou authorized Bo Florida 32502	anty, a political subdivision of the Start of County Commissioners, who	day of, 2020, between the of Florida, acting by and through its duly se address is 221 Palafox Place, Pensacola, land, whose address is 3085 Robertson Road,
and other god acknowledged	od and valuable consideration, in l	nsideration of the sum of One Dollar (\$1.00) nand paid by Grantee, receipt of which is cessors and assigns forever, all of Grantor's nd in Escambia County, Florida:
	SEE ATTACHED I	EXHIBIT "A"
	merly portions of adjacent parcels 15- 1001-005-002	3S-31-1001-012-002 and 15-3S-
description in to Escambia (Records of Es parties; provid conveyed to E	the Quitclaim Deeds from Jerry Davi County recorded in Official Record Escambia County, Florida, which convided, however, that nothing in this qu	nd recorded to correct an error in the legal d Westmoreland and Jean Ann Westmoreland sook 4206 at page 917 and 919 of the Public eyed more acreage than was intended by the itclaim deed is intended to affect the interest ement recorded in Official Record Book 1435 y, Florida.
		GRANTOR: BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
ATTEST:	Pam Childers Clerk of the Circuit Court	Steven Barry, Chairman This document approved as to ic
		and legat sufficiency.

8) 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.

9) The description and sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

10) Underground utilities were not located.

DRAWING NUMBER:

SHEET

OF

L-6117

SHEET/S

11) No attempt was made to locate any underground foundations.

12) The description and sketch are not full and complete without the other.

13) Documents used in the preparation of this sketch and description: Asbuilt/Boundary and Improvements Survey by Butler and Associates of Pensacola, Inc. dated January 3, 2020 of the parcel of land described in O.R. Book 4206,

Page(s) 917 and 919, Escambia County, Florida, Escambia County Property Appraisers Map; Plat Deed Book 28, Page 616. 14) 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.

TYPE OF SURVEY: Description & Sketch

15) The Survey Error of Closure meets the Survey Standards of Practice.

16) Building Setback Lines are not shown on this Sketch and should be verified through the Escambia County Planning and Zoning Department prior to any construction

MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT

DRAWING FILE LOCATION: L:\Drafting\R\ROBERTSON ROAD\20200010\dwg\ROBERTSON ROAD - WESTMORELAND ROW

ROBERTSON ROAD

(R/W PROJECT)

PROJECT NO. 20200010

THAT PORTION OF LOT 2 OF THE FRANCISCO BARRIOS GRANT, SECTION 15, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. ACCORDING TO PLAT RECORDED IN DEED BOOK 28, AT PAGE 616, OF THE PUBLIC RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE RUN NORTHERLY ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 340 FEET; THENCE RUN WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 400 FEET; THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 422.8 FEET FOR A POINT OF BEGINNING: THENCE CONTINUE SAME COURSE A DISTANCE OF 125.8 FEET; THENCE RUN WESTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150.00 FEET, THENCE SOUTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 125.8 FEET; THENCE RUN EASTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE EAST 15 FEET, WHICH IS RESERVED FOR ROAD PURPOSES (ALSO DESCRIBED AS LOT 5 OF AN UNRECORDED PLAT OF A PORTION OF SAID LOT 2).

PUBLIC RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGIN AT SOUTHEAST CORNER OF SAID LOT 2; THENCE RUN NORTHERLY ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 340 FEET: THENCE RUN WESTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 550 FEET: THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 948.6 FEET TO A POINT ON THE SHORELINE OF BAYOU GRANDE FOR A POINT OF BEGINNING; THENCE RUN SOUTHERLY ALONG LINE LAST TRAVERSED A DISTANCE OF 400 FEET; THENCE RUN EASTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150 FEET; THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 455.7 FEET TO SHORELINE OF BAYOU GRANDE: THENCE RUN SOUTHWESTERLY ALONG THE SHORELINE OF BAYOU GRANDE TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE EAST 15 FEET OF THE SOUTH 151 FEET (ALSO DESCRIBED AS LOT 12 OF AN UNRECORDED PLAT OF A PORTION OF SAID LOT 2).

THE EAST 8.00 FEET OF THE NORTH 304.70 FEET OF THE FOLLOWING PARCEL DESCRIBED IN O.R. BOOK 4206, PAGE 917 (PARCEL III

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY FOR ILLUSTRATIVE PURPOSES ONLY

ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA

3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

SECTION-TOWNSHIP-RANGE DRAWN BY:
M. KIRKLAND 15-3S-31W ESIGNED BY: REGISTERED FL ENGINEER NO. FIELD BOOK PAGE February 25, 2020 J BARRETT

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 State of Florida



THE EAST 10.00 FEET OF THE WEST 135.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

O.R. BOOK 1377, PAGE 179 (PARCEL I)

THAT PORTION OF LOT 2 OF THE FRANCISCO BARRIOS GRANT, SECTION 15, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN DEED BOOK 28, AT PAGE 616, OF THE PUBLIC RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE RUN NORTHERLY ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 340 FEET; THENCE RUN WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 400 FEET; THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 422.8 FEET FOR A POINT OF BEGINNING: THENCE CONTINUE SAME COURSE A DISTANCE OF 125.8 FEET; THENCE RUN WESTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150.00 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 125.8 FEET; THENCE RUN EASTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE EAST 15 FEET, WHICH IS RESERVED FOR ROAD PURPOSES (ALSO DESCRIBED AS LOT 5 OF AN UNRECORDED PLAT OF A PORTION OF SAID LOT 2).

THE EAST 10.00 FEET OF THE WEST 135.00 FEET OF THE SOUTH 151.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

O.R. BOOK 1377, PAGE 179 (PARCEL II)

THAT PORTION OF LOT 2 OF THE FRANCISCO BARRIOS GRANT, SECTION 15, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN DEED BOOK 28, PAGE 616, OF THE PUBLIC RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGIN AT SOUTHEAST CORNER OF SAID LOT 2; THENCE RUN NORTHERLY ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 340 FEET; THENCE RUN WESTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 550 FEET; THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 948.6 FEET TO A POINT ON THE SHORELINE OF BAYOU GRANDE FOR A POINT OF BEGINNING; THENCE RUN SOUTHERLY ALONG LINE LAST TRAVERSED A DISTANCE OF 400 FEET; THENCE RUN EASTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150 FEET; THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 455.7 FEET TO SHORELINE OF BAYOU GRANDE; THENCE RUN SOUTHWESTERLY ALONG THE SHORELINE OF BAYOU GRANDE TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE EAST 15 FEET OF THE SOUTH 151 FEET (ALSO DESCRIBED AS LOT 12 OF AN UNRECORDED PLAT OF A PORTION OF SAID LOT 2).

THE EAST 8.00 FEET OF THE NORTH 304.70 FEET OF THE FOLLOWING PARCEL DESCRIBED IN O.R. BOOK 4206, PAGE 917 (PARCEL III)

Jerry Westmoreland Property 3085 and 3105 Robertson Road





ESCAMBIA COUNTY ENGINEERING DIVISION

MLW 3/18/2020 DISTRICT 2





Westmoreland Property
Area to be conveyed

DRAINAGE EASEMENT

STATE OF FLORIDA COUNTY OF ESCAMBIA

THIS AGREEMENT, made and entered into this 3/AC day of No. 1979 between the ESCAMBIA COUNTY Part. and Jerry David Mactemonia of FLORIDA, as Party of the First THIS AGREEMENT, made and entered into this Jerry David Westmoreland and Jean Ann Westmoreland, H/W as Parties of the Second Part,

WITNESSETH:

THAT WHEREAS, the Party of the First Part proposes to construct and/or maintain a drainage structure across real property located in Section 15. Township 3 South , Range 31 West , Escambi

WHEREAS, the Parties of the Second Part are the owners of the hereinafter described real property over, across and upon which the Party of the First proposes to construct and maintain said drainage

NOW, THEREFORE, it is hereby agreed as follows:

The Parties of the Second Part do hereby hargain, sell, convey, transfer and deliver unto the Board of County Commissioners of Escambia County, Florida, a permanent easement and right-of-way 10 feet in width for the purpose of constructing and/or maintaining a drainage structure and the right of ingress and egress over and across the scructure and the right of indices and egress over and across the hereinafter described property upon which the said drainage structure is to be located for the sole purpose of maintaining the drainage structure of the following described property, to-wit:

The Easterly 10.00 feet of the following described property to-wit:

That portion of Lot 2 of the Francisco Barrios Grant, Section 15, Township 3 South, Range 31 West, Escambia County, Florida, according to plat recorded in Deed Book 28, Page 616, of the public records of said County, described as follows: Begin at Southeast corner of said Lot 2; thence run Northerly along the East line of said Lot 2 a distance of 340 feet; thence run Westerly and parallel with the South line of Lot 2 a distance of 550 feet; thence run Northerly and parallel with the East line of Bayou Grande for a POINT OF BEGINNING; thence run Southerly along line last traversed a distance of 400 feet; thence run Easterly and parallel with the South line of Lot 2 a distance of 150 feet; thence run Northerly and parallel with the South line of Lot 2 a distance of 150 feet; thence run Northerly and parallel with

(LEGAL DESCRIPTION CONTINUED ON NEXT PAGE)

TO PAVE AND TO HOLD said easement and right-of-way unto the Board of County Commissioners of Escarbic County, Florida, and its successors and assigns, forever,

The Parties of the Second Part do hereby covenant with the Party of the First Part that they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same, or any part thereof, and that it is fine from all encumbrances.

IN WITNESS WHOREOF, the Parties herete nave hereunto set their hands and seals the date first above wricten.

Signed, sealed and delivered

in the presence of:

Lesterente (SEAL) Jean Ann Westmoreland

1435 ME 60

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Before me personally appeared Jerry	/ David Westmoreland, and Jean
Ann Westmoreland, Husband and wife	The state of the s
to me known and known to me to be the inc who executed the foregoing instrument, an the same was executed for the purpose the	
WITNESS my hand and official seal t)	nis 31st day of December
, A.D., 19 <u>79</u> .	Walnus Ad 100 Co.
My Commission Expires:	County, Florida, at the meeting
of the Board of Commissioners of Escambia	
24 day of APRIL	, A.D., 19 80 for the
THIS INSTRUMENT PREPARED BY: Double England ESCAMBIA COUNTY ENGINEERING DEPT.	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY FLORIDA : C. By Chairman.

the East line of Lot 2 a distance of 455.7 feet to shoreline of Bayou Grande; thence run Southwesterly along the shoreline of Bayou Grande to the POINT OF BEGINNING, excepting the efrom the East 15 feet of the South 151 feet, (also described as Lot 12 of an unrecorded plat of a portion of said Lot 2).

FILE S. FEEDRIED IN THE STATE SECURIOS OF A DILL A

Order: kw1351

Doc: FLESCA:1435-00059

4206 PB091

THIS INDENTURE made this 15th day of November

, between Jerry David Westmoreland and Jean Ann Westmorelan

husband and wife, 3085 Robertson Rd., Pensacola, FL 32507

of the First Part, and the Board of Commissioners of Escambla County, Florida, as Party of the Second Part.

WITNESSETH, that the Parties of the first Part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations paid, receipt of which is hereby acknowledged, do hereby remise, release, quit claim and convey unto the Party of the Second Part, its successors and assigns, all right, title, interest, claim, and demand which the Part ies of the First Part have in and to the following described land; situate, lying and being in the County of Escambla, State of Fiorida, to-wit:

THE EAST 10.00 FEET OF THE WEST 135.00 FEET OF THE SOUTH 151.00 FEET AND THE EAST 8.00 FEET OF THE NORTH 304.70 FEET OF THE FOLLOWING DESCRIBED PARCEL; CONTAINING 3,948 SQUARE FEET, MORE OR

O.R. BOOK 1377. PAGE 179 (PARCEL III)
THAT PORTION OF LOT 2 OF THE FRANCISCO BARRIOS GRANT, SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA,
ACCORDING TO PLAT RECORDED IN DEED BOOK 28, PAGE 616, OF THE
RUBLIC RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGIN AT
SOUTHEAST CORNER OF SAID LOT 2; THENCE RUN NORTHERLY ALONG THE
EAST LINE OF SAID LOT 2 A DISTANCE OF 340 FEBT; THENCE RUN
MESTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF
550 FEET; THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF
LOT 2 A DISTANCE OF 948.6 FEET TO A POINT ON THE SHORELINE OF
BAYOU GRANDE FOR A POINT OF BEGINNING; THENCE RUN SOUTHERLY ALONG
LINE LAST TRAVERSED A DISTANCE OF 400 FEET; THENCE RUN EASTERLY
AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150 FEET;
THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A
DISTANCE OF 455.7 FEET TO SHORELINE OF BAYOU GRANDE; THENCE RUN
SOUTHWESTERLY ALONG. THE SHORELINE OF BAYOU GRANDE TO THE FOITH OF
BEGINNING, EXCEPTING THEREFROM THE EAST 15 FEET OF THE SOUTH 151
FEET (ALSO DESCRIBED AS LOT 12 OF AN UNRECORDED PLAT OF A PORTION
OF SAID LOT 2). OF SAID LOT 2);

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise appertaining or incident, and all the estate, right, title, interest, and claim whatspever of the said Parties of the First Part in law or in equity, to the only proper use, benefit, and behoof of the Party of the Second Part, its successors and assigns, forever.

have herounto set our. IN WITNESS WHEREOF, WE and seals . the date first above written.

Signed, sealed and delivered the presence of:

type name

David Nestmoreland

Jean Ann Westmoreland

THE ABOVE SIGHER (S) PRODUCED FL-DL AS IDENTIFICATION AND DIDIDID NOT TAKE AN OATH. (over)

PARCEL 142

WITNESS MY HAND AND OFFICIAL

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPHS CUSTODY OF THE CLERK OF THE CIRCUIT COURT AT NORMAL COURSE OF BUSINESS WITH A REGULARLY S

82

Order: kw1351

Doc: FLESCA:4206-00917

Page 1 of 2

Requested By: katrinawilliams, Printed: 12/23/2019 11:45 AM

G

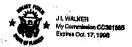
CAMBIUM

AND TEAN B. WESTMORELAND who is personally known to me or who has produced FL as identification and who did/did not take an oath, and who is known to me to be the individual described in and who executed the foregoing instrument, and acknowledged before me that the same was executed for the purpose herein expressed.

WITNESS my hand and official seal this 2.0

Print or type

Commission Number: Commission Expires:



TITLE TO THE ABOVE PROPERTY accepted for public use by Escambia EDOCEMENTAL SECTION ENTRY EDIT NE ENTRY EN this 29th day of December, A.D., 1997.

> BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Chairman.

Ernie Lee Magaha Clerk of the Circuit Court

B.C.C. Approved 19 22497

By: Myke Kirkland
County Engineering Dept.
1190 W. Leonard Street
Pensacola El 32501
Under the supervision of
The Ogynty Attorney's Office

After Recording Return Document to:

County Engineering Dept. 1190 W. Leonard Street Pensagola, Florida 32501

88 변절

TO CERTIFY
OF THE C

Order: kw1351 Doc: FLESCA:4206-00917

0

Ruber 1001-5-2

OUIT CLAIM DEED

THIS INDENTURE made this 15th

day of_

, between Jerry David Westmoreland and Jean Ann Westmore

husband and wife, 3085 Robertson Rd., Pensacola, FL 32507

as Part<u>ies</u> of the First Part, and the Board of Commissioners of Escambia County, Fiorida, as Party of the Second Part.

WITNESSETH, that the Parties of the First Part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable, considerations paid, receipt of which is hereby acknowledged, do hereby remise, release, quit claim and convey unto the Party of the Second Part, its successors and assigns, all right, title, interest, claim, and demand which the Part 185 of the First Part have in and to the following described land, situate, lying and being in the County of Escambia, State of Fiorida, to-wit:

THE EAST 10.00 FEET OF THE WEST 135.00 FEET OF THE FOLLOWING DESCRIBED PARCEL; CONTAINING 1,258 SQUARE FEET, MORE OR LESS.

O.R. BOOK 1377. PAGE 179 (PARCEL I)
THAT PORTION OF LOT 2 OF THE FRANCISCO BARRIOS GRANT, SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA,
ACCORDING TO PLAT RECORDED IN DEED BOOK 28, AT PAGE 616, OF THE
PUBLIC RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGIN AT
THE SOUTHEAST CORNER OF SAID LOT 2; THENCE RUN MORTHERLY ALONG
THE EAST LINE OF SAID LOT 2 A DISTANCE OF 340 FEET; THENCE RUN
WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2 A
DISTANCE OF 400 FEET; THENCE RUN MORTHERLY AND PARALLEL WITH THE
EAST LINE OF LOT 2 A DISTANCE OF 422.8 FEET FOR A POINT OF
BEGINNING: THENCE CONTINUE SAME COURSE A DISTANCE OF 125.8 FEET;
THENCE RUN WESTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A
DISTANCE OF 150.00 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE
EAST LINE OF LOT 2 A DISTANCE OF 125.8 FEET; THENCE RUN EASTERLY
AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150 FEET
TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE EAST 15 FEET,
WHICH IS RESERVED FOR ROAD PURPOSES (ALSO DESCRIBED AS LOT 5 OF
AN UNRECORDED PLAT OF A PORTION OF SAID LOT 2).

DEED DOC STANDS PD & ESC CD 12/29/97 EPHIE LEE MAGNA, By:

TO HAVE AND TO HOLD THE SAME, together with oil and singular the appurtenances thereto belonging or in anywise appertaining or incident, and all the estate, right, title, interest, and claim whatsoever of the said Part ies of the First Part in law on in equity, to the only proper use, benefit, and behoof of the Party of the Second Part, its successors and assigns, forever:

IN WITNESS WHEREOF. We have hereunto set our and seal 5 the date first above written.

Signed, sealed and delivered In the presence of:

Man Ann Westmoreland

THE AGOVE SIGNER (S) PRODUCED FL

id Westmoreland

AS IDENTIFICATION AND PROJOTO NOT TAKE AN OATH.

AND OFFICIAL

COURT C

Order: kw1351

Doc: FLESCA:4206-00919

Page 1 of 2

Requested By: katrinawilliams, Printed: 12/23/2019 11:45 AM

Print or type

0

OR BK 4206 P60920 Escambia County, Florida INSTRUMENT 97-444524

RCD Dec 29, 1997 04:34 pm Escambia County, Florida

STATE OF FLORIDA COUNTY OF ESCAMBIA Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 97-444524

JERRY DAVID WESTMORLAND Before me personally appeared AND JEAN D. WESTMORELAND who is personally known to me or who has produced FLD.C.

as identification and who did/did not take
an oath, and who is known to me to be the individual S described in
and who executed the foregoing instrument, and acknowledged before me that the same was executed for the purpose herein expressed.

WITNESS my hand and official seal this

Print or type name

Commission Number: Commission Expires:



TITLE TO THE ABOVE PROPERTY accepted for public use by Escambia

County, Florida, жиххорияние включиний инфинициальной инфинициаль

EMBOURD THE THE WALL WAS AND THE WALL WA

> BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Chairman . Mike Bass

Circuit Court

Debuty Clerk . 2

Prepared By Mike Kirkland County Engineering Dept. 1190 W. Leonard Street Pensacola, Fl 32501 Under the supervision of the County Attorney's Office

After Recording Return Document to:

County Engineering Dept. 1190 W. Leonard Street, Pensacola, Fl 32501

THIS IS TO CERTIFY THAT CUSTODY OF THE CLERK NORMAL COURSE OF BUSI

AND OFFICIAL SEAL:

Order: kw1351

Doc: FLESCA:4206-00919

٥

8) 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.

9) The description and sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

10) Underground utilities were not located.

DRAWING NUMBER:

SHEET

OF

L-6117

SHEET/S

11) No attempt was made to locate any underground foundations.

12) The description and sketch are not full and complete without the other.

13) Documents used in the preparation of this sketch and description: Asbuilt/Boundary and Improvements Survey by Butler and Associates of Pensacola, Inc. dated January 3, 2020 of the parcel of land described in O.R. Book 4206,

Page(s) 917 and 919, Escambia County, Florida, Escambia County Property Appraisers Map; Plat Deed Book 28, Page 616. 14) 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.

TYPE OF SURVEY: Description & Sketch

15) The Survey Error of Closure meets the Survey Standards of Practice.

16) Building Setback Lines are not shown on this Sketch and should be verified through the Escambia County Planning and Zoning Department prior to any construction

MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT

DRAWING FILE LOCATION: L:\Drafting\R\ROBERTSON ROAD\20200010\dwg\ROBERTSON ROAD - WESTMORELAND ROW

ROBERTSON ROAD

(R/W PROJECT)

PROJECT NO. 20200010

THAT PORTION OF LOT 2 OF THE FRANCISCO BARRIOS GRANT, SECTION 15, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. ACCORDING TO PLAT RECORDED IN DEED BOOK 28, AT PAGE 616, OF THE PUBLIC RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE RUN NORTHERLY ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 340 FEET; THENCE RUN WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 400 FEET; THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 422.8 FEET FOR A POINT OF BEGINNING: THENCE CONTINUE SAME COURSE A DISTANCE OF 125.8 FEET; THENCE RUN WESTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150.00 FEET, THENCE SOUTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 125.8 FEET; THENCE RUN EASTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE EAST 15 FEET, WHICH IS RESERVED FOR ROAD PURPOSES (ALSO DESCRIBED AS LOT 5 OF AN UNRECORDED PLAT OF A PORTION OF SAID LOT 2).

PUBLIC RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGIN AT SOUTHEAST CORNER OF SAID LOT 2; THENCE RUN NORTHERLY ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 340 FEET: THENCE RUN WESTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 550 FEET: THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 948.6 FEET TO A POINT ON THE SHORELINE OF BAYOU GRANDE FOR A POINT OF BEGINNING; THENCE RUN SOUTHERLY ALONG LINE LAST TRAVERSED A DISTANCE OF 400 FEET; THENCE RUN EASTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150 FEET; THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 455.7 FEET TO SHORELINE OF BAYOU GRANDE: THENCE RUN SOUTHWESTERLY ALONG THE SHORELINE OF BAYOU GRANDE TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE EAST 15 FEET OF THE SOUTH 151 FEET (ALSO DESCRIBED AS LOT 12 OF AN UNRECORDED PLAT OF A PORTION OF SAID LOT 2).

THE EAST 8.00 FEET OF THE NORTH 304.70 FEET OF THE FOLLOWING PARCEL DESCRIBED IN O.R. BOOK 4206, PAGE 917 (PARCEL III

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY FOR ILLUSTRATIVE PURPOSES ONLY

ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA

3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

SECTION-TOWNSHIP-RANGE DRAWN BY:
M. KIRKLAND 15-3S-31W ESIGNED BY: REGISTERED FL ENGINEER NO. FIELD BOOK PAGE February 25, 2020 J BARRETT

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 State of Florida



THE EAST 10.00 FEET OF THE WEST 135.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

O.R. BOOK 1377, PAGE 179 (PARCEL I)

THAT PORTION OF LOT 2 OF THE FRANCISCO BARRIOS GRANT, SECTION 15, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN DEED BOOK 28, AT PAGE 616, OF THE PUBLIC RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE RUN NORTHERLY ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 340 FEET; THENCE RUN WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 400 FEET; THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 422.8 FEET FOR A POINT OF BEGINNING: THENCE CONTINUE SAME COURSE A DISTANCE OF 125.8 FEET; THENCE RUN WESTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150.00 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 125.8 FEET; THENCE RUN EASTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE EAST 15 FEET, WHICH IS RESERVED FOR ROAD PURPOSES (ALSO DESCRIBED AS LOT 5 OF AN UNRECORDED PLAT OF A PORTION OF SAID LOT 2).

THE EAST 10.00 FEET OF THE WEST 135.00 FEET OF THE SOUTH 151.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

O.R. BOOK 1377, PAGE 179 (PARCEL II)

THAT PORTION OF LOT 2 OF THE FRANCISCO BARRIOS GRANT, SECTION 15, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN DEED BOOK 28, PAGE 616, OF THE PUBLIC RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGIN AT SOUTHEAST CORNER OF SAID LOT 2; THENCE RUN NORTHERLY ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 340 FEET; THENCE RUN WESTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 550 FEET; THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 948.6 FEET TO A POINT ON THE SHORELINE OF BAYOU GRANDE FOR A POINT OF BEGINNING; THENCE RUN SOUTHERLY ALONG LINE LAST TRAVERSED A DISTANCE OF 400 FEET; THENCE RUN EASTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150 FEET; THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 455.7 FEET TO SHORELINE OF BAYOU GRANDE; THENCE RUN SOUTHWESTERLY ALONG THE SHORELINE OF BAYOU GRANDE TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE EAST 15 FEET OF THE SOUTH 151 FEET (ALSO DESCRIBED AS LOT 12 OF AN UNRECORDED PLAT OF A PORTION OF SAID LOT 2).

THE EAST 8.00 FEET OF THE NORTH 304.70 FEET OF THE FOLLOWING PARCEL DESCRIBED IN O.R. BOOK 4206, PAGE 917 (PARCEL III)



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17678 County Administrator's Report 8. 24.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Award of a Purchase Order for One Ford F-250 for Water Quality

From: PAUL NOBLES, Purchasing Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award of a Purchase Order for One Ford F-250 or Approved Equivalent for Water Quality - James Higdon, Division Manager, Public Works, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve and authorize the County Administrator to sign a Purchase Order for One 2020 Ford F-250 to Bozard Ford Co., in the amount of \$28,608, per the terms and conditions of PD 19-20.034, One Ford F-250 or Equivalent; and

B. Allow the utilization of the Florida Sheriff's Association Contract pricing FSA 19-VEL27.0, as bid by Bozard Ford Co.

N 1 10 1 1	1	0 (() ()
Vendor/Contractor	Amount	Contract Number
Bozard Ford Co.		
Funding:		
Fund 001, General Fund	\$28,608.00	PD 19-20.034
Cost Center 221001, Water Quality Admin		
Object Code 56401, Machinery & Equipment		

Specification PD 19-20.034, One Ford F-250 or Equivalent, was posted to Vendor Registry on February 20, 2020, and was issued to 37 registrants representing 26 firms. The solicitation was viewed by 11 firms and downloaded by eight.

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

- Bid Response from Bozard Ford Co.
- Recommendation to Award Determination Checklist

BACKGROUND:

Specification PD 19-20.034, One Ford F-250 or Equivalent, was posted to Vendor Registry on February 20, 2020, and was issued to 37 registrants representing 26 firms. The solicitation was viewed by 11 firms and downloaded by eight.

On March 6, 2020, two bids were received and both were deemed responsive. Bozard Ford Co. was identified as the lowest responsive bidder with a base bid of \$28,608, which reflects the pricing offered via the Florida Sheriff's Association Contract FSA 19-VEL27.0.

BUDGETARY IMPACT:

Fund 001, General Fund; Cost Center 221001, Water Quality Admin; Object Code 56401, Machinery & Equipment

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation
Bid Tab Under Review
Bid Distribution List
Bid Analytics

ESCAMBIA COUNTY FLORIDA

INVITATION TO BID

ONE (1) FORD F-250 XL SUPER DUTY SUPER CAB 4X4 (MODEL X2B) OR APPROVED EQUIVALENT SPECIFICATION NUMBER PD 19-20.034

BIDS WILL BE RECEIVED UNTIL 2:00 PM CST, March 06, 2020

Office of Purchasing, Room 11.101
Matt Langley Bell, III Building
213 Palafox Place, Pensacola, FL 32502

A Pre-Solicitation Conference will be **NOT** be held.

Board of County Commissioners

Steven Barry, Chairman Robert D. Bender, Vice Chairman Jeff Bergosh Lumon J. May 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:

- 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.

İ

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…" <u>See</u> §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA INVITATION TO BID BIDDER'S CHECKLIST ONE (1) FORD F-250 XL SUPER DUTY SUPER CAB 4X4 (MODEL X2B) OR APPROVED EQUIVALENT SPECIFICATION PD 19-20.034

HOW TO SUBMIT YOUR BID:

Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:

 Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt.

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

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.

ONE (1) FORD F-250 XL SUPER DUTY SUPER CAB 4X4 (MODEL X2B) OR APPROVED EQUIVALENT PD 19-20.034

TABLE OF CONTENTS

Forms marked with an (* Asterisk) <u>must</u> be returned with the Bid. Forms marked with a (** Double Asterisk) <u>should</u> be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	1
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	3
Drug-Free Workplace Form **	5
Information Sheet for Transactions and Conveyances Corporate Identification **	6
List of General Terms and Conditions (Incorporated by Reference)	8
Special Terms and Conditions	10

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101 213 Palafox Place, Pensacola, FL 32502

Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

One (1) Ford F-250 XL Super Duty Super Cab 4x4 (Model X2B) or Approved Equivalent

Solicitation Number PD 19-20.034

Solicitation

MAILING DATE: 02/20/2020

PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will NOT be held.

OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CST, March 06, 2020, 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)

OFFER (SHALL BE COMPLETED BY OFFEROR	()
Federal Employer Identification Number or S.S. Number:	Terms of Payment Please see Special Terms
Delivery Date will be days after receipt of purchase order	and Conditions Section 8
Vendor Name:	Reason for No Offer
Address:	
City, ST. & Zip:	
Phone: ()	
Toll Free: ()	
Fax: ()	(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	Signature of Person Authorized to Sign Offer (Original Signature Required)
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	* Failure to execute this Form binding
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.	the Bidder's offer shall result in the Bid being rejected as non-responsive.
Bid Form	
Year, Make, Model, and	
Model # of Vehicle being Bid:	
Model # of Vehicle being Bid:	uty Super Cab [X2B])
Bid for One (1) Unit \$	
Was Contract Pricing used to achieve this price? Yes No_ contract organization and contract number	If yes, Bidder shall list
Sonitiast organization and contrast number	

	ed within a Community Rec king an X in the blank (Sec	•	•			
	CONTRACTOR RE	<u>EQUIREMENTS</u>				
Acknowledgment is her period:	eby made of receipt of the	following addenda issue	d during the bidding			
Addendum No	Date	Addendum No	Date			
Addendum No	Date	Addendum No	Date			
	(PLEASE TYPE INFOR	RMATION BELOW)				
	SEAL IF BID IS BY CORPORTATION					
of Authority Document	tment of State Certificate Number #	Name: Phone: E-Mail: Person to Contact fo	r Emergency Service:			
		Phone:				
		E-Mail:				

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1.

This sworn statement is submitted to	
	(Print Name of Public Entity)
Ву	
(Print Individual's Name	e and Title)
For	
(Print Name of Entity Submitting	g Sworn Statement)
Whose business address is:	
And (if applicable) its Federal Employer Identification	on Number (FEIN) is:
If the entity has no FEIN, include the Social Securit sworn statement:	ty Number of the Individual signing this

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, 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 un	idersigned 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.

	(Pleas	cle One)			
ls this a Florida Corporation:		<u>Yes</u>		<u>No</u>	
If not a Florida Corporation: In what state was it created: Name as spelled in that state:					-
What kind of corporation is it:	<u>"For</u>	Profit"	or	"Not for Profit"	
ls it in good standing:		Yes	or	<u>No</u>	
Authorized to transact business in Flori	ida:	<u>Yes</u>	or	<u>No</u>	
State of Florida Department of State Certif	icate d	of Authori	ty Doc	ument Number:	
Does it use a registered fictitious name	:	<u>Yes</u>	or	<u>No</u>	
Names of Officers:					
President:		Secretar	y:		
Vice President:		Treasure	er:		
Director:		Director:			
Other:		Other: _			
Name of Corporation (As Used in Florida (Spelled Exactly as it is Registe		rith the sta	ate or	Federal Government)	
, ,				,	
Corporate Address:					
Post Office Box:					
City, State, Zip:				-	
Street Address:				_	
City, State, Zip:				_	

Please complete this form on the following page.

(Please provide both the Post Office Box and street address for mail and/or express delivery;

also for recorded instruments involving land.)

Information Sheet for Transactions and Conveyances Corporate Identification (Page 2 of 2)

Federal Identification Number:	
(For all instruments to be recorded, ta	expayer's identification is needed.)
Contact Person for Company:	
E-Mail:	Telephone: Facsimile:
Name of Individual Who Will Sign to	he Instrument on Behalf of the Company:
other officer shall have permission to	It shall be signed by the President or Vice President. Any sign via a resolution approved by the Board of Directors on ntractor shall submit a copy of the resolution together with Purchasing.
(Spelled exactly a	as it would appear on the instrument.)
Title of the Individual Named Above	e 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.

<u>BID INFORMATION</u>: 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

<u>The following General Terms and Conditions are incorporated by reference (Continued)</u>

- 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. <u>General Information</u>

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 19-20.034, "One (1) Ford F-250 XL Super Duty Super Cab 4x4 (Model X2B) or Approved Equivalent", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. <u>Conduct of Participants</u>

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 nonemployee 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. <u>Vehicle Requirements</u>

This solicitation is for the purchase of one truck. The make and model used for purposes of a benchmark is a new/unused 2020 Ford F-250 Super Duty Super Cab 4x4 (Model X2B). The bid of equivalent or better non-Ford equipment is encouraged. Please see Section 10 below for more details regarding the bid of non-Ford equipment.

The base equipment shall include all standard features listed in Exhibit "A" and the following:

- A. Automatic Transmission
- B. Air Conditioning
- C. Power Steering
- D. Power Door Locks and Windows (<u>typically standard through a cooperative</u> purchasing agreement).
- E. Skid Plate (Ford code 41P)
- F. Full-Size Spare Tire
- G. Exterior Color: White
- H. Interior Color: Darkest Cloth Available
- I. Engine: V8 (Ford comparison is the 6.2L Gas SOHC EFI NA. <u>Turbo models shall</u> not be accepted.)
- J. Front Floor Liners Ford model for comparison is "16N"

3. **Procurement Questions**

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. Last day for questions will be February 27, 2020 at 5:00 p.m. CST.

4. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink, and signed in the proper spaces.

Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

A Pre-Solicitation Conference will **NOT** be held.

6. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

7. Delivery

Delivery is requested no later than ninety (90) calendar days after receipt of purchase order or release order. An estimated time of arrival is to be noted on the Bid Form. Any delays beyond ninety (90) calendar days and any change in the estimated time of arrival shall be coordinated with the project manager for this solicitation.

With delivery of the vehicle, the vendor shall provide the County with the Manufacturer's Statement of Origin or Manufacturer's Certificate of Origin, as applicable. Delivery of the vehicle(s) shall not be accepted by the County and payment for the vehicle(s) shall not be made without the original Manufacturer's Statement of Origin or Manufacturer's Certificate of Origin, as applicable.

8. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court Attention: Accounts Payable 221 Palafox Place Pensacola, FL 32502

9. Information and Descriptive Literature

Offerors shall furnish all information requested and in the space provided on the Bid form, if any. Furthermore, each Offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

10. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance will also be considered. The County respectfully requests that any firm wishing to submit a bid on a make and model other than what is noted in Section 2 above submit vehicle make, model, and description for review and approval prior to the end of the period for submitting questions, the date and time of which are noted in Section 3

above. No pricing shall be submitted with the request for approval of a particular make/model.

Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

11. Equivalents

Please note the clause "manufacturers' name and approved equivalents" in general conditions on the cover sheet. In addition to the equivalency requirement, Vendors offering equivalent items shall meet the general design and style given for the "as specified" item.

Vendors offering equivalent to the "as specified" item(s) shall submit detailed specifications to the Office of Purchasing for evaluation purposes in their Bid Response. Each particular specification which the equivalent item does meet shall be listed along with detailed specification sheet.

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 <u>authorized</u> 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.

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. It will be the responsibility of the awarded Vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

14. Manuals

The following manuals, in the quantities indicated, shall be delivered with each piece of

equipment:

Operation manual 1 copy	Cost of Additional Copies \$
Parts manual 1 copy	Cost of Additional Copies \$
Repair manual 1 copy	Cost of Additional Copies \$

In addition to the above, the equipment shall be delivered with the following documents as applicable:

- A. Statement of origin
- B. Warranty certifications
- C. Copy of pre-delivery service report
- D. DHSMV-82040, Application for certificate of title/registration.
- E. Sales tax exemption form (if required).
- F. Forward all title work to:

Road Department/Fleet Division Attn: James Higdon 601 Highway 297-A Cantonment, Florida 32533

G. Check for excess mileage (when applicable) - Payable to, Clerk of the Circuit Court.

15. <u>Evaluation of Options</u>

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).

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

Award shall be made on an "all-or-none total" basis.

18. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice.

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish

the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

19. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

20. 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 32502

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.

2020 SUPER DUTY® PICKUP (F250/F350/F450)

ORDER GUIDE



The following features are standard on every 2020 MY SUPER DUTY® F-SERIES vehicle:

MECHANICAL

- Brakes Power four-wheel Disc Brakes with Anti-Lock Brake System (ABS)
- **Engine**
 - F-250/F-350: 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel)
 - F-450: 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20 Transmission
 - TorgShift®-G Six-Speed Automatic with SelectShift® (F-250 w/6.2L gas)
 - TorgShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Tow/Haul, Eco & Deep Sand/Snow (NA w/ F-250 w/6.2L gas)

EXTERIOR

- Doors
 - Two (Regular Cab only)
- Four (SuperCab/Crew Cab only)
- Front License Plate Bracket
- <u>Glass</u>
 - Solar-Tinted, complete (Std. XL)
 - Privacy (Std. XLT, Lariat, King Ranch®, Platinum and Limited; NA front-seat windows)
- Jack
 - Two ton mechanical (F-250/F-350 SRW)
 - Four ton hydraulic (F-350 DRW/F-450)
- Lamps pickup box and cargo area
- Manual Locking Hubs (4x4)
- Moldings tailgate and box-rail
- Pickup box partitionable & stackable
- Spare tire, wheel, lock & frame mounted carrier
- Tailgate removable w/key lock, black handle
- "Three-Blink" lane change signal
- Tie-down hooks pickup box, four (4)
- Tow hooks front, two (2)
- Trailer Tow Package (F-250/F-350) 7 wire harness w/relays and 7/4 pin connector
- Trailer Tow Package (F-450) 7/4 pin connector, 4.30LS rear-axle and GCWR (Reg Cab - 45,300 lbs, Crew Cab 4x4 42,000lbs, Crew Cab 4x2 43,400 lbs)

INTERIOR/COMFORT

- Convenience
 - Coat hooks LH/RH color-coordinated
 - Dash top tray
 - Dome Lamp LH/RH door activated & I/P switch operated
 - Handles, grab driver & front-passenger
 - Handles, roof ride front-passenger (also over rear-doors on Crew Cab)
 - Map lights dual (front and rear w/Crew Cab)
 - Powerpoint, auxiliary
- Door-Trim color-coordinated, molded w/armrest/grab handle &
- Headliner color-coordinated cloth
- Hood release

INTERIOR/COMFORT (continued)

- Horn dual electric
- Instrument panel color-coordinated w/dual glove box, 4 air registers w/positive shut off, powerpoint
- Instrumentation Multi-function switch message center w/Ice Blue® Lighting® (three (3) button message control on steering wheel for XL ; five (5) button control for XLT, Lariat, King Ranch®, Platinum and Limited)
- Scuff plates front, color-coordinated; Illuminated w/logo on Limited
- Steering power
- Steering damper
- Windshield wipers intermittent

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger frontal and side airbag/curtain
 - Passenger side airbag deactivation switch
- Center High-mounted Stop Lamp (CHMSL)
- Child tethers (Regular Cab, front-passenger and all rear-seating positions)
- Individual Tire Pressure Monitoring System (TPMS) SRW/F-350 DRW only
- Safety Belts
 - Belt-Minder® front safety belt reminder chime and flashing warning light on instrument cluster if belts not buckled
 - Color-coordinated w/height adjustment (front-outboard seating positions only)
- SecuriLock® Passive Anti-Theft System (PATS); includes MyKey® owner controls feature
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control (SEIC)

FUNCTIONAL

- Alternator
 - 157 Amp (Std. XL and XLT)
 - 200 Amp (Std. Lariat, King Ranch® and Platinum)
 - 332 Amp (Limited)

Axle

- Twin I-beam front axle w/coil spring suspension (narrow front track) - 4x2 (F-250 and F-350)
- Mono-beam front axle w/coil spring suspension (narrow front track) - 4x4 (F-250 and F-350)
- Mono-beam front axle w/coil spring suspension (wide front track)
- Rear Non-Limited-Slip (F-250/F-350)
- Rear 4.30 Limited-Slip (F-450)

Battery

- Gas engine 650-CCA, 72-AH (XL only)
- Gas engine 750-CCA, 78-AH, single (NA XL)
- Diesel engine 750-CCA, 78-AH, dual (6.7L Power Stroke® Diesel engine)
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Oil minder system (6.2L Gas engine)
- Shock absorbers heavy-duty gas
- Stabilizer bar front

The following features are standard on select 2020MY SUPER DUTY® vehicles:

MECHANICAL	XL	XLT	Lariat	King Ranch®	Platinum	Limited
Four-Wheel Disc Anti-Lock Brake System (ABS) – Roll Stability Control™ (RSC®)/Traction Control/Trailer Sway Control	•	•	•	•	•	•
2.5" Built Ford Tough® Trailer Hitch Receiver						
F-250 (less HD Trailer Tow (535))	•	•	•	•	•	•
F-350 SRW – Gas	•	•	•	•	•	•
F-350 SRW – Diesel (excluding 176" WB and 6.7L diesel engine; Crew Cab only)	•	•	•	•	•	•

= Available



★ = New for this model year



08/14/19

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

STANDARD EQUIPMENT

3" Built Ford Tough® Trailer Hitch Receiver F-250 – Diesel with HD Trailer Tow (535) F-350 SRW – Diesel (Crew Cab only) F-350 DRW and F-450 Note: To find the maximum trailer weight allowed for your vehicle, consult your authorized dealer (or the RV and Trailer Towing Guide provided by your authorized dealer) 4x4 Only	•	
F-350 SRW – Diesel (Crew Cab only) F-350 DRW and F-450 Note: To find the maximum trailer weight allowed for your vehicle, consult your authorized dealer (or the RV and Trailer Towing Guide provided by your authorized dealer)	•	
F-350 SRW – Diesel (Crew Cab only) F-350 DRW and F-450 Note: To find the maximum trailer weight allowed for your vehicle, consult your authorized dealer (or the RV and Trailer Towing Guide provided by your authorized dealer)	•	
F-350 DRW and F-450 Note: To find the maximum trailer weight allowed for your vehicle, consult your authorized dealer (or the RV and Trailer Towing Guide provided by your authorized dealer)	•	
4x4 Only	•	
	•	
Electronic-Shift-On-the-Fly (ESOF)	_	•
<u>Drivetrain</u>	•	
• • • • •	•	
4x4	•	•
Fuel Tanks		
29 Gallon (Diesel Engine) – 142"or 148" Wheelbase ● ●		
34 Gallon (Diesel Engine) – 160" or 164" Wheelbase	•	•
34 Gallon (Gas Engine) – NA 176" Wheelbase • • • •	•	
48 Gallon (Gas Engine) – 176" Wheelbase	•	
48 Gallon (Diesel Engine) – 176" Wheelbase ■ ■ ■ ■ ■ ■	•	•
KEY EXTERIOR FEATURES		
Bumper – Front		
Black painted steel w/grained MIC top cover and black lower air dam		
Chrome w/grained top cover and black lower air dam Accent-color •		
Body-color	•	•
Bumper – Rear		
Black painted		
Chrome • •		
Accent-color •		
Body-color	•	•
Grille		
Black MIC ●		
Bright Chrome – two (2) bar ●		
Chrome – two (2) bar (includes chrome inserts)		
Chrome – two (2) bar w/Caribou Inserts		
Satin Aluminum	•	
Unique Satin Finish		•
Rear Quarter Panel		
Decal − 4x4 only • • • •	•	•
Handles – Door and Tailgate Black		
Black • • • • • • • • • • • • • • • • • • •		
Chrome w/body-color surround	•	
Satin Chrome w/body-color surround		
Headlamps/Taillamps/Lamps		
Quad beam halogen jewel effect • • • •		
Quad Beam LED	•	
LED Taillamps	•	•
AutoLamp (Auto On/Off Headlamps) • • • •	•	•
Automatic High Beam • • • • •	•	•
Center High-mounted Stop Lamp (LED on King	_	
Ranch®, Platinum and Limited) Fog lamps (LED on Platinum and Limited)	•	•
BoxLink™ (includes four (4) premium locking cleats) • • •	•	•
LED Box Lighting (incl. LED Center High-Mounted		-
Stop Lamp (CHMSL)	•	•
LED Roof Marker/Clearance Lamps (F-350 DRW/F- 450)	•	•
Utility Lighting System (LED Side-mirror Spotlights) (see mirror descriptions below)	•	•

^{1 =} Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

^{★ =} New for this model year

08/14/19

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

STANDARD EQUIPMENT

KEY EXTERIOR FEATURES (continued)	XL	XLT	Lariat	King Ranch®	Platinum	Limited
<u>Mirrors</u>						
BLIS® (Blind Spot Information System) with Cross- traffic Alert and Trailer Tow (BLIS® sensor in taillamp)		•	•	•	•	•
Manually telescoping/folding trailer tow with manual	•					
glass						
Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals		•				
Power-folding, PowerScope® Telescoping, Power						
Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, Utility			•			
Lighting System (LED Side-mirror Spotlights)						
Power-folding, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, Memory, High-Intensity LED Security Approach						
Lamps, Utility Lighting System (LED Side-mirror Spotlights) (Body-Color skull caps on King Ranch®				•	•	•
and Limited; Chrome on Platinum)						
Power Equipment Remote Tailgate Release						
Wheels (SRW)				•	•	•
17" Argent Painted Steel w/Painted Hub						
Covers/Center Ornaments (F-250/F-350)	•					
18" Sparkle Silver Painted Cast Aluminum w/Bright						
Hub Covers/Center Ornaments (4) (F-250/F-350)		•				
18" Bright Machined Cast Aluminum w/Magnetic						
Painted Pockets and bright hub covers/center						
ornaments (F-250/F-350)						
20" Polished Aluminum Wheel					•	
20" Polished Aluminum Wheel						
Wheels (DRW)						_
17" Argent Painted Steel (hub covers/center						
ornaments not included) (F-350)	•	•				
17" Forged Polished Aluminum w/bright hub						
covers/center ornaments (F-350, front and rear					•	•
outer; steel inner wheels)					-	·
19.5" Forged Polished Aluminum w/bright hub						
covers/center ornaments (F-450, front and rear	•	•	•	•	•	•
outer; steel inner wheels)						
Windows and Glass						
1st Row (front-seat) - Manual	•					
1st Row (front-seat) - Power w/one-touch up/down		•	•	•	•	•
2 nd Row (rear-seat) – Manual	(2,3)					
2 nd Row (rear-seat) – Fixed	•(2)					
2 nd Row (rear-seat) - Power		● (2,3)	•(2,3)	•(2,3)	•(2,3)	●(2,3)
Rear (backlight) – Fixed	•	•			,	
Rear (backlight) - Power-sliding w/defrost			•	•	•	•
Solar-tinted glass (complete)	•					
Privacy Glass (rear backlight on all cabs; 2 nd Row						
(rear-seat) windows on SuperCab and Crew Cab.		•	•	•	•	•
Other glass is solar-tinted.)						
KEY INTERIOR/COMFORT FEATURES						
Air Conditioning						
Manual, Single Zone	•	•				
Dual-Zone Electronic Automatic Temperature Control					•	
(DEATC)			•		_	Ţ

media.ford.com

^{1 =} Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

^{★ =} New for this model year

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

STANDARD EQUIPMENT

KEY INTERIOR/COMFORT FEATURES (continued)	XL	XLT	Lariat	King Ranch®	Platinum	Limited
Audio						
AM/FM stereo MP3 player (four (4) speakers)	•					
AM/FM stereo MP3 player (speakers; five (5) with Regular Cab, seven (7) with SuperCab and Crew Cab)		•				
B&O System by Bang & Olufsen (incl. 10 speakers and subwoofer)			•	•	•	•
SiriusXM® Radio¹ (speakers; adds one (1) I/P mounted center speaker on XLT only) Note: Includes a 6-month prepaid subscription. Service is not available in Alaska and Hawaii.		•	•	•	•	•
SYNC® – Enhanced Voice Recognition Communication and Entertainment System – 911 Assist® – 4.2" LCD Screen in Center Stack – AppLink® – Smart-Charging USB-C port – one (1)	•					
SYNC® 3 – Enhanced Voice Recognition Communications and Entertainment System – 8" LCD Capacitive Touchscreen in Center Stack with Swipe Capability – Pinch-to-Zoom capability included with available Voice-Activated Touchscreen Navigation System – AppLink® – 911 Assist®		•	•	•	•	•
 Apple CarPlay™ and Android Auto™ Smart-Charging USB-C ports – two (2) Note: SYNC® AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink® software. 						
FordPass™ Connect 4G Wi-Fi Modem — 4G LTE Wi-Fi hotspot connects up to 10 devices² — Remotely start, lock and unlock vehicle³ — Schedule specific times to remotely start vehicle³ — Locate parked vehicle³ — Check vehicle status³ Note: Ford Telematics™ and Data Services Prep included for Fleet Only: FordPass™ Connect 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnositics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-FORD or 833-327-3673.	•	•	•	•	•	•
Voice-activated Navigation with HD and Satellite Radio, SiriusXM Traffic and Travel Link® ⁴ Note: SiriusXM Traffic and Travel Link® includes a 5-year prepaid subscription. Services are not available in Alaska and Hawaii.				•	•	•
Dual, instrument panel-mounted		•	•	•	•	•
Integrated w/armrest on rear-seat			•(3)	•	•	•

Subscriptions to all SiriusXM® services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc.

² Includes a complimentary trial subscription of 3 months or 3 gigabytes - whichever comes first, Wireless Service Plan required after trial subscription ends. Visit att.com/ford to start complimentary trial and sign up for a Wireless Service Plan.

³ Includes Service for one year from the vehicle sale date as recorded by the dealer
4 SiriusXM Traffic and Travel Link® w/5 years of service (in the 48 Contiguous United States and D.C.) Subscriptions to all SiriusXM services are sold by SiriusXM after trial expires. Subscriptions are governed by SiriusXM Customer Agreement; see www.siriusxm.com

^{1 =} Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

^{★ =} New for this model year

08/14/19

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

STANDARD EQUIPMENT

KEY INTERIOR/COMFORT FEATURES (continued)	XL	XLT	Lariat	King Ranch®	Platinum	Limited
Door-Trim						
Armrest, grab handle and reflector	•					
Soft armrest, grab handle, power window/lock						
switches, molded upper appliqué, reflector (appliqué						
and armrest are accent-color); front map pockets on		•				
Regular Cab and SuperCab; front and rear map						
pockets on Crew Cab						
Soft armrest, grab handle, power window/lock						
switches, upper appliqué, reflector; front map						•
pockets on SuperCab; front and rear map pockets on			·	·	·	ŭ
Crew Cab						
Floor Covering						
Black vinyl	•					
Color-coordinated carpet and carpeted floor mats		•	•	•	•	•
(includes rear mats on SuperCab & Crew Cab)						
Instrument Center						
2.3" Productivity Screen display includes menus for						
Multi-function switch message center w/lce Blue®	•					
Lighting (three (3) button message control on						
steering wheel)						
4.2" LCD Productivity screen display includes menus						
for Gauge Setup, Trip Computer, Fuel Economy and						
Towing/Off-Road applications; five (5) button		•				
message control on steering wheel (included with the SYNC® 3)						
8.0" Productivity Screen display includes menus for						
Gauge Setup, Trip Computer, Fuel Economy and						
Towing/Off-Road applications; five (5) button			•	•	•	•
message control on steering wheel						
Manual door-locks and windows	•					
Overhead Console – with dual storage bin and map						
lights (NA Regular Cab)	•(2,3)	•	•	•	•	•
Power Equipment						
Accessory delay		•	•	•	•	•
Door-locks w/backlit switches		•	•	•	•	•
Windows w/backlit switches		•	•	•	•	•
Powerpoint and 110V/400W Outlet						
One (1) Powerpoint in front center under-seat storage		•				
Two (2) Powerpoints in instrument panel	•	•	•	•	•	•
Two (2) Powerpoints in rear side of Flow-through			_	_		
Console			•	•	•	
110V/400W Outlet dash mounted		•	•	•	•	•
110V/400W Outlet in rear side of Flow-through						
Console		•	•	•	•	•
Reverse Sensing System			•	•	•	•
Rear View Camera						
Display in center-stack screen	•	•	•	•	•	•
Rearview Mirror						
11.5" Day/Night	•	•				
Electrochromic self-dimming			•	•	•	•
Remote Start System				•	•	•

media.ford.com

^{1 =} Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

^{★ =} New for this model year

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

STANDARD EQUIPMENT

Seats (Front) HD virty A0/20/40 split bench wicenter ammest, cupholder and storage Clich, 40/20/40 split bench, 20% center locking under-seat storage, w/center ammest, cupholder and storage Leather seating surfaces, 40/Console/40 Unique Pfing Ranche Kingswille Antique Affect Leather seating surfaces, 40/Console/40 Unique Pfindrum Leather seating surfaces, 40/Console/40 Unique Pfindrum Leather seating surfaces, 40/Console/40 Unique Pfindrum Leather seating surfaces, 40/Console/40 With Multi-Contour Seats (Driver and Prassenger) Unique Limited Highland Tan Two-tone Premium Luxury Leather Seating Surfaces, 40/Console/40 with Multi-Contour Seats (Driver and Passenger) Unique Limited Highland Tan Two-tone Premium Luxury Leather Seating Surfaces, 40/Console/40 with Multi-Contour Seats (Driver and Passenger) With Wave prover-adjustable track, two-way power recline and two-way power lumbar) Four-way adjustable of river/passenger headrests Easy Entry-Exit Memory Driver's Seat Feature Front center-seal-integrated restraints (SIR) Seats (Rean'Super-Cab Virty, 60/40 fold-up bench seat Premium vinyl seating surfaces, 60/40 fold-up seating surfaces, 60	KEY INTERIOR/COMFORT FEATURES (continued)	XL	XLT	Lariat	King Ranch®	Platinum	Limited
HD vinyl, 40/20-40 split bench, 20% center locking Cloth, 40/20/40 split bench, 20% center locking under-seat storage, wecher armest, cupholder and storage Leather seating surfaces, 40/Console/40 Unique King Ranch® Kingsville Antique Affect Leather seating surfaces, 40/Console/40 Unique Platinum Leather seating surfaces, 40/Console/40 Unique Limited Highland Tan Two-tone Premium Lixury Leather Seating Surfaces, 40/Console/40 with Multi-Controur Seats (Driver and Passenger) Manual lumbar support, driver sold seasonery Manua	Costo (Frant)				nanche		
Culpholder and storage Cicleh, 140/2014 Spill bench, 20% center locking under-seat storage, w/center armrest, cupholder and storage Leather seating surfaces, 40/Console/40 Unique Ring Ranch® Kingsville Antique Affect Leather seating surfaces, 40/Console/40 Unique Pitalmun Leather seating surfaces, 40/Console/40 Unique Pitalmun Leather seating surfaces, 40/Console/40 Holland Tan Two-tone Premium Passenger Unique Limited Highland Tan Two-tone Premium Unique Limited Highland Tan Wo-tone Premium Unique Limited Highland Tan Limited Testraints (SIR) Seats (Rear) Expert Cab Virvi, 60/40 fold-up bench seat Premium Virvi sealing surfaces, 60/40 fold-up bench seat Premium Virvi sealing surfaces, 60/40 fold-up bench seat Seat (Rear) Expert Cab Virvi, 60/40 fold-up bench seat Premium Virvi sealing surfaces, 60/40 fold-up bench seat Seat (Rear) Expert Cab Virvi Seats (Rear) Expert							
Cioris, 40:20:40 spitt bench, 20% center locking under-seat storage Leather seating surfaces, 40/Console/40 Unique King Ranch® Kingsville Antique Affect Leather seating surfaces, 40/Console/40 Unique Pitalinum Leather seating surfaces, 40/Console/40 Unique United Highland Tan Two-tone Premium Lixury Leather Seating Surfaces, 40/Console/40 with Multi-Controu Seats (Driver and Passenger) Manual lumbar support, driver's side Prower driver & Tiorit-passenger seats 10/Way (six-way power-adjustable track, two-way power recline and two-way power united and two-way power united and two-way power united seathers of the		•					
under-seat storage, wicenter armrest, cupholder and storage Leather seating surfaces, 40/Console/40 Unique Pitalinum Leather seating surfaces, 40/Console/40 Unique Pitalinum Leather seating surfaces, 40/Console/40 Unique Pitalinum Leather seating surfaces, 40/Console/40 With Multi-Contour Seats (Driver and Passenger) Unique Limited Highland Tan Two-tone Premium Luxury Leather Seating Surfaces, 40/Console/40 with Multi-Contour Seats (Driver and Passenger) Manual lumber support, driver's side Power driver & front-passenger seats 10/Way (six- way power-adjustable traver, kno-way power recline and two-way power lumbar) Four-way adjustable driver-passenger headrests Easy Entry®-Exit Memory Driver's Seat Feature Front centre-seat-integrated restraints (SIR) Seats (Rear) SuperCab Virnl, 60/40 tod-up bench seat Cicto, 60/40 fod-up bench seat Cicto, 60/40 fod-up bench seat Cicto, 60/40 bench wilfip-up seats & fold-drovin backrests winder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint 60/40 bench wilfip-up seats & fold-drovin backrests winder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint 60/40 bench wilfip-up seats & fold-drovin backrests winder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint 60/40 bench wilfip-up seats & fold-drovin backrests winder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in ammost Viryl Cicth Leather King Ranch® Kingswille Antique Affect Leather seating surface Platinum Limited Highland Tan Leather Headed Steering Wheel Cuties Control (steering wheel-mounted) Tilt and Telescoping steering wheel-column (Manual on XI, XIZ and Lariat; Power with heat and memory							
Leather seating surfaces, 40'Console/40 Unique Pitalmum Leather seating surfaces, 40'Console/40 Unique Pitalmum Leather seating surfaces, 40'Console/40 Unique Pitalmum Leather seating Surfaces, 40'Console/40 With Multi-Contour Seats (Driver and Passenger) Unique Limited Highland Tan Two tone Premium Luxury Leather Seating Surfaces, 40'Console/40 with Multi-Contour Seats (Driver and Passenger) Manual lumbar support, driver's side Power driver & front-passenger seats 10-Way (six- way power-adjustable traver/passenger seats 10-Way (six- way power-adjustable traver/passenger headrests Easy Entry/Exit Memory Driver's Seat Feature Front center-seat-integrated restraints (SIR) Seats (Rean' Super/Cab Virn), 60-04 10d-up bench seat Cotor, 60/40 bench willip-upfold-down witwo (2) outboard head restraints and a center head restraint 60/40 bench willip-up seats & fold-down backrests winder-seat partitioned lockable 10d-lat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench willip-up seats & fold-down backrests winder-seat partitioned lockable 10d-lat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench willip-up seats & fold-down backrests winder-seat partitioned lockable 10d-lat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench willip-up seates & fold-down backrests winder-seat partitioned lockable 10d-lat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench willip-up seates & fold-down backrests winder-seat partitioned lockable 10d-lat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench willip-up seates & fold-down backrests winder-seat partitioned lockable 10d-lat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench willip-up seates & fold-down backrests winder-seat partitioned lockable 10d-lat storage, two (2) outb			•				
Unique King Ranch® Kingswille Antique Affect Leather seating surfaces, 40/Console/40 Unique Platinum Leather seating surfaces, 40/Console/40 with Multi-Contour Seats (Dirver and Passenger) Unique Limited Highland Tan Two-tone Premium Luxury Leather Seating Surfaces, 40/Console/40 with Multi-Contour Seatis (Dirver and Passenger) Manual lumbar support, driver's side Power driver & front passenger seats 10-Way (six- way power-adjustable track, two-way power recline and two-way power lumbar) Four-way adjustable driver/passenger headrests Easy Entry(Exit Memory Driver's Seat Feature Front center-seat-integrated restraints (SIR) Seats (Rean' Super-Cab Vinyl, 60/40 fold-up bench seat Premium vinyl seating surfaces, 60/40 fold-up bench seat Premium vinyl seating surfaces, 60/40 fold-up bench seat Premium vinyl seating surfaces, 60/40 fold-up bench seat Premium vinyl seating surfaces and restraint 60/40 bench willip-up-fold-down w/two (2) outboard head restraints and a center head restraint 60/40 bench willip-up-seats & fold-down backrests w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench willip-up seats & fold-down backrests w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest Vinyl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Platinum Leather seating surface Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect, Platinum, Limited Highland Tan Leather) Heated Steering Wheel Crusic Control (steering wheel-column (Manual on XL. XLT and Lariat; Power with heat and memory	storage						
Leather seating surfaces, 40/Console40 Unique Platinum Leather seating surfaces, 40/Console40 with Multi-Contour Seats (Driver and Passenger) Unique Limited Highland Tan Two-tone Premium Luxury Leather Seating Surfaces, 40/Console40 with Multi-Contour Seats (Driver and Passenger) Manual lumbar support, driver's side Power driver's front-passenger seats 10-Way (six- way power-adjustable triver) passenger headrests and two-way power lumbar) Four-way adjustable driver) passenger headrests Easy Entryllevit Memory Driver's Seat Feature Front centre-seat-integrated restraints (SIR) Seats (Fean SuperCab Viryl, 50/40 fold-up bench seat Olath, 60/40 fold-up bench seat Premium viryl seating surfaces, 60/40 fold-up bench seat Premium viryl seating surfaces, 60/40 fold-up bench seat Rear (Fean Villip-up/fold-down w/two (2) outboard head restraints and a center head restraint 66/40 bench willip-upstates & fold-down backrests wiunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 66/40 bench willip-upstates & fold-down backrests, wiunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in ammest Viryl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platnum Leather seating surface Platnum Leather seating surface Urlethane – Black wiredundant audio and SYNO® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platnum; Limited Highland Tan Leather) Heated Steering Wheel Curise Control (Steering wheel-mounted) Till and Telescoping steering wheel-mounted) Till and Telescoping steering wheel-mounted) Till and Telescoping steering wheel-mounted)				•			
Unique Platinum Leather seating surfaces, 40/Console 40 with Multi-Contour Seats (Driver and Passenger) Unique Limited Highland Tan Two-tone Premium Luxury Leather Seating Surfaces, 40/Console 40 with Multi-Contour Seats (Driver and Passenger) Manual lumbar support, driver's side Power driver & front-passenger seats 10-Way (six-way power adjustable track, two-way power recline and two-way power lumbar) Four-way adjustable driver-passenger headrests Easy Entryl Exit Memory Driver's Seat Feature Front centre-seat-integrated restraints (SIR) Seats (Rear) SuperCab Virny, 60/40 fold-up bench seat Clofh, 60/40 fold-up bench seat Premium rivryl seating surfaces, 60/40 fold-up bench seat Seat (Rear) SuperCab Seat (Rear) SuperCab Virny, 60/40 fold-up bench seat Clofh, 60/40 bench willip-up/fold-down w/two (2) outboard head restraints and a center head restraint device of the seat surfaces (A) of the seat surface (A) of the					•		
AutoConsole/40 with Multi-Contour Seats (Driver and Passenger) Unique Limited Highland Tan Two-tone Premium Luxury Leather Seating Surfaces, 40(Console/40 with Multi-Contour Seats (Driver and Passenger) Manual lumbar support, driver's side Power driver & front-passenger seats 10-Way (six- way power-adjustable track, two-way power recline and two-way power lumbar) Four-way adjustable driver/passenger headrests Easy Enryt/Exit Memory Driver's Seat Feature Front center-seat-integrated restraints (SIR) Seats (Rean') SuperCab Viryl, 80/40 fold-up bench seat Cloth, 60/40 fold-up bench seat Premium viryl seating surfaces, 60/40 fold-up bench seat Premium viryl seating surfaces, 60/40 fold-up bench seat Seat (Rean') Corew Cab 60/40 bench wifflip-up/fold-down witwo (2) outboard head restraints and a center head restraint 60/40 bench wifflip-up seats & fold-down backrests wiunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wifflip-up seats & fold-down backrests, wiunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wifflip-up seats & fold-down backrests, wiunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wifflip-up seats & fold-down backrests, wiunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wifflip-up seats & fold-down backrests, wiunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wifflip-up seats & fold-down backrests, wiunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest Viryl Cloth Leather Leather Leather Leather Leather Leather Black wiredundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® K							
Passenger) Unique Umited Highland Tan Two-tone Premium Luxury Leather Seating Surfaces, 40/Console/40 with Multi-Contour Seats (Driver and Passenger) Manual lumbar support, driver's side Power driver & front-passenger seats 10-Way (six- way power-adjustable track, two-way power recline and two-way power lumbar) Four-way adjustable driver/passenger headrests Easy Entryt-Eait Memory Driver's Seat Feature Front centre-seat-integrated restraints (SIR) Seats (Rear) SuperCab Vinyl, 60:040 fold-up bench seat Cloth, 60/40 fold-up bench seat Cloth, 60/40 fold-up bench seat Premium vinyl seating surfaces, 60/40 fold-up bench seat Seat (Rear) Crew Cab 60/40 bench wrillip-up/fold-down w/two (2) outboard head restraints and a center head restraint 60/40 bench wrillip-up seats & fold-down backrests w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wrillip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wrillip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wrillip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wrillip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated outpholders in armrest vinyl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Pilatinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Titt and Telescoping steering wheel-mounted) Titt and Telescoping steering wheel-mounted) Titt and Telescoping steering wheel-mounted)						_	
Unique Limited Highland Tan Two-tone Premium Luxury Leather Seating Surfaces, 40(Console/40 with Multi-Contour Seats (Driver and Passenger) Manual tumbar support, driver's side Power driver & front-passenger seats 10-Way (six- way power-adjustable track, two-way power recline and two-way power lumbar) Four-way adjustable driver/passenger headrests Easy Entryl-Exit Memory Driver's Seat Feature Front center-seat-integrated restraints (SIR) Seats (Rear) SuperCab Vinyl, 60/40 fold-up bench seat Cloth, 60/40 fold-up bench seat Premium vinyl seating surfaces, 60/40 fold-up bench seat Seat (Rear) Crew Cab 60/40 bench wriflip-up seats & fold-down backrests w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wriflip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wriflip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wriflip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wriflip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wriflip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wriflip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wriflip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench w/flip-up seats & fold-down flat storage, two (2) outboard head restraints and a center head	· ;						
Manual lumbar support, driver's side Power driver & front-passenger seats 10-Way (six way power-adjustable track, two-way power recline and two-way power lumbar) Four-way adjustable driver'passenger seats 10-Way (six way power-adjustable track, two-way power recline and two-way power lumbar) Four-way adjustable driver'passenger headrests Easy Entry/Exit Memory Driver's Seat Feature Front center-seat-integrated restraints (SIR) Seats (Rear) SuperCab Vinyl, 60/40 fold-up bench seat Cloth, 60/40 fold-up bench seat Premium vinyl seating surfaces, 60/40 fold-up bench seat Seat (Rear) Crew Cab 60/40 bench wflip-up/fold-down w/two (2) outboard head restraints and a center head restraint 60/40 bench wflip-up/fold-down backrests wfunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wflip-up seats & fold-down backrests wfunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wflip-up seats & fold-down backrests, wfunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wflip-up seats & fold-down backrests, wfunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wflip-up seats & fold-down backrests, wfunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wflip-up seats & fold-down backrests, wfunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wflip-up seats & fold-down backrests, wfunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wflip-up seats & fold-down backrests, wfunder-seat partitioned flockable fold-flat storage, two (2) outboard head restraints and a							
Manual lumbar support, driver's side Power driver & front-passenger seats 10-Way (six- way power-adjustable track, two-way power recline and two-way power lumbar) Four-way adjustable driver/passenger headrests Easy Entry/Exit Memory Driver's Seat Feature Front center-seal-integrated restraints (SIR) Seats (Rear) SuperCab Vinyl, 60/40 fold-up bench seat Cloth, 60/40 fold-up bench seat Premium rinyl seating surfaces, 60/40 fold-up bench seat Seat (Rear) Crew Cab 60/40 bench writip-up/fold-down w/two (2) outboard head restraints and a center head restraint 60/40 bench writip-up seats & fold-down backrests wiunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench writip-up seats & fold-down backrests wiunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest Vinyl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather's seating surface Limited Highland Tan Leather seating surface Limited Highland Tan Leather Seating Surface Leather-wrapped – (Lariat, color-coordinated; King Ranch® Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-column (Manual Tit and Telescoping steering wheel/column (Manual Tit							•
Power driver & front-passenger seats 10-Way (six-way power-adjustable track, two-way power recline and two-way power lumbar) Four-way adjustable driver/passenger headrests Easy Entry/Exit Memory Driver's Seat Feature Front center-seat-integrated restraints (SIR) Seats (Rean'SuperCab Vinyl, 60/40 fold-up bench seat Clothe, 60/40 fold-up bench seat Premium vinyl seating surfaces, 60/40 fold-up bench seat Seat (Rear) Crew Cab 60/40 bench willip-up/fold-down wilwo (2) outboard head restraints and a center head restraint 60/40 bench willip-up seats & fold-down backrests wunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench willip-up seats & fold-down backrests, wunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench willip-up seats & fold-down backrests, wunder-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest Vinyl Cloth Leather King Ranch® Kingswille Antique Affect Leather seating surface Limited Highland Tan Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black wiredundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingswille Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Oruse Control (steering wheel-mounted) Tit and Telescoping steering wheel-column (Manual on XL, XLT and Lariat; Power with heat and memory							
way power-adjustable track, two-way power recline and two-way power lumbar) Four-way adjustable driver/passenger headrests Easy Entry/Exit Memory Driver's Seat Feature Front centler-seat-integrated restraints (SIR) Seats (Rean) SuperCab Viryl, 60/40 fold-up bench seat Cloth, 60/40 fold-up bench seat Premium vinyl seating surfaces, 60/40 fold-up bench seat Rearl (Rear) Crew Cab 60/40 bench willip-up/fold-down w/two (2) outboard head restraints and a center head restraint 60/40 bench willip-up seats & fold-down backrests w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench willip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench willip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench willip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench willip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench willip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench willip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench willip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraints		•	•				
and two-way power lumbar) Four-way adjustable driver/passenger headrests Easy Entry/Exit Memory Driver's Seat Feature Front center-seat-integrated restraints (SIR) Seats (Rear) SuperCab Vinyl, 60/40 fold-up bench seat Clotin, 60/40 fold-up bench seat Premium vinyl seating surfaces, 60/40 fold-up bench seat Seat (Rear) Crew Cab 60/40 bench w/flip-up/fold-down w/two (2) outboard head restraints and a center head restraint 60/40 bench w/flip-up seats & fold-down backrests w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench w/flip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest Vinyl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch® Ling Ranch® Kingsville Antique Affect: Platinum; Limited Highland Tan Leather) Heated Steering Wheel Oruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory					_	_	
Easy Entry/Exit Memory Driver's Seat Feature From center-seat-integrated restraints (SIR) Seats (Rear) SuperCab Viryl, 60/40 fold-up bench seat Cloth, 60/40 fold-up bench seat Premium viryl seating surfaces, 60/40 fold-up bench seat Seat (Rear) Crew Cab 60/40 bench wrilip-up/fold-down w/two (2) outboard head restraints and a center head restraint 60/40 bench wrilip-up seats & fold-down backrests w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wrilip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench wrilip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest Viriyl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-column (Manual on XL, XLT and Lariat; Power with heat and memory				•		•	•
Easy Entry/Exit Memory Driver's Seat Feature Front center-seat-integrated restraints (SIR) Seats (Rear) SuperCab Vinyl, 60/40 fold-up bench seat Cloth, 60/40 fold-up bench seat Premium vinyl seating surfaces, 60/40 fold-up bench seat Seat (Rear) Crew Cab 60/40 bench w/flip-up/fold-down w/two (2) outboard head restraints and a center head restraint 60/40 bench w/flip-up seats & fold-down backrests w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench w/flip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Col/40 bench w/flip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in amrest Vinyl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingswille Antique Affect: Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel-column (Manual on XL, XLT and Lariat; Power with heat and memory			•	•	•	•	•
Seats (Rear) SuperCab					•	•	•
Vinyl, 60/40 fold-up bench seat Cloth, 60/40 fold-up bench seat Premium vinyl seating surfaces, 60/40 fold-up bench seat Seat (Rear) Crew Cab 60/40 bench w/flip-up/fold-down w/two (2) outboard head restraints and a center head restraint 60/40 bench w/flip-up seats & fold-down backrests w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench w/flip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest Vinyl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel column (Manual on XL, XLT and Lariat; Power with heat and memory	Front center-seat-integrated restraints (SIR)	•	•				
Cloth, 60/40 fold-up bench seat Premium vinyl seating surfaces, 60/40 fold-up bench seat Seat (Rear) Crew Cab 60/40 bench wiflip-up/fold-down w/two (2) outboard head restraints and a center head restraint 60/40 bench wiflip-up seats & fold-down backrests w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench w/flip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench w/flip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest Vinyl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-roolumn (Manual on Xt, Xt.T and Lariat; Power with heat and memory							
Premium vinyl seating surfaces, 60/40 fold-up bench seat Seat (Rear) Crew Cab 60/40 bench w/flip-up/fold-down w/two (2) outboard head restraint and a center head restraint to 60/40 bench w/flip-up seats & fold-down backrests w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench w/flip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest vinyl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-roounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory		•					
seat Seat (Rear) Crew Cab 60/40 bench w/flip-up/fold-down w/two (2) outboard head restraints and a center head restraint (60/40 bench w/flip-up seats & fold-down backrests w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench w/flip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest vinyl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory			•				
Seat (Rear) Crew Cab 60/40 bench w/flip-up/fold-down w/two (2) outboard head restraint and a center head restraint 1 60/40 bench w/flip-up seats & fold-down backrests w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench w/flip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest Vinyl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory				•			
60/40 bench w/flip-up/fold-down w/two (2) outboard head restraints and a center head restraint (60/40 bench w/flip-up seats & fold-down backrests w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench w/flip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest v/inyl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory							
60/40 bench w/flip-up seats & fold-down backrests w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench w/flip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest Vinyl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory		_					
w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. 60/40 bench w/flip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest Vinyl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel-column (Manual on XL, XLT and Lariat; Power with heat and memory		•					
two (2) outboard head restraints and a center head restraint. 60/40 bench w/flip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest Vinyl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory							
restraint. 60/40 bench w/filip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest Vinyl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory			•				
60/40 bench w/filip-up seats & fold-down backrests,							
w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest Vinyl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory							
two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest Vinyl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory							
Vinyl Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory				•	•	•	•
Cloth Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory	restraint. Dual integrated cupholders in armrest						
Leather King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory		•					
King Ranch® Kingsville Antique Affect Leather seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory			•				
seating surface Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory	•			•			
Platinum Leather seating surface Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory					•		
Limited Highland Tan Leather seating surface Steering Wheel Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory						•	
Urethane – Black w/redundant audio and SYNC® controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory							•
controls Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory							
Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory		•	•				
Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory							
Affect; Platinum; Limited Highland Tan Leather) Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory							
Heated Steering Wheel Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory						_	
Cruise Control (steering wheel-mounted) Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with heat and memory					•	•	•
on XL, XLT and Lariat; Power with heat and memory	Cruise Control (steering wheel-mounted)		•	•	•	•	•
	Tilt and Telescoping steering wheel/column (Manual						
an King Danah Distingue and Limited		•	•	•	•	•	•
on King Ranch®, Platinum and Limited) Sun visors							
Color-coordinated vinyl, driver w/pocket, passenger							
w/uncovered mirror		•					
Color-coordinated cloth; both driver and passenger							
w/covered mirrors	w/covered mirrors		•				
Color-coordinated cloth; both driver and passenger				•	•		
w/illuminated visor vanity mirrors					•		,
SAFETY/SECURITY AdvanceTrac® with RSC® (Roll Stability Control™) • • • • • • •	AdvanceTrace with PSC® (Pall Stability Control TM)						
AdvanceTrac® with RSC® (Roll Stability Control™) Autolock, Auto unlock, Rainlamp Wiper Activated		•		•	•	•	•
Headlamps			•	•			
Advanced Security Pack (incl. Inclination / Intrusion							
Sensors)			•	•	•	•	•

^{1 =} Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

^{★ =} New for this model year

08/14/19

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

STANDARD EQUIPMENT

SAFETY/SECURITY (continued)	XL	XLT	Lariat	King Ranch®	Platinum	Limited
Autolock, Auto unlock, High-Beam with Rainlamp Wiper Activated Headlamps, Intelligent Access with Push- button Start (PEPS)				•	•	•
Driver and Passenger frontal and side airbag/curtain	•	•	•	•	•	•
Intelligent Access with Push-button Start (PEPS)				•	•	•
Remote Keyless-Entry		•	•			
Trailer Sway Control and Hill Start Assist	•	•	•	•	•	•

^{1 =} Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only ★ = New for this model year

08/14/19

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

FUNCTIONAL EQUIPMENT

AXLE AVAILABILITY

			Non-	Limite	d-Slip	Limited-Slip				Electronic-Locking			
Series	Engine	Transmission	3.31	3.55	3.73	3.55	3.73	4.10	4.30	3.31	3.55	3.73	4.30
Series	Eligille	Hansinission	X31	X35	X37	X3K	X3L	X4N	X4L	ХЗН	X3J	X3E	X4M
	6.7L 4V OHV Power Stroke® V8 Turbo Diesel B20	TorqShift® Ten-Speed Automatic w/SelectShift® Automatic	S	O ¹		_	_		_	0	01		_
F-250	6.2L 2V Gas SOHC EFI NA V8	TorqShift®-G Six-Speed Automatic w/SelectShift® Automatic (F-250 only)	_	_	S	_	_			_		0	0
	7.3L 2V Gas DEVCT PFI NA V8	TorqShift® Ten-Speed Automatic w/SelectShift® Automatic	_	S	_	_	_		-	_	0	-	0
	6.7L 4V OHV Power Stroke® V8 Turbo Diesel B20	TorqShift® Ten-Speed Automatic w/SelectShift® Automatic	S	0	_	_	_	_	_	0	0	_	_
F-350 SRW	6.2L 2V Gas SOHC EFI NA V8	TorqShift® Ten-Speed Automatic w/SelectShift® Automatic	_	_	S	_	_	_	_	_	_	0	0
	7.3L 2V Gas DEVCT PFI NA V8	TorqShift® Ten-Speed Automatic w/SelectShift® Automatic	_	_	_	_	_	_	_	_	_	S	0
	6.2L 2V Gas SOHC EFI NA V8	TorqShift®-G Six-Speed Automatic w/SelectShift® Automatic		_	_	_	_		S	_			_
F-350 DRW	6.2L 2V Gas SOHC EFI NA V8	TorqShift® Ten-Speed Automatic w/SelectShift® Automatic	_	_	_	_	S		0	_			_
F-350 DAW	6.7L 4V OHV Power Stroke® V8 Turbo Diesel B20	TorqShift® Ten-Speed Automatic w/SelectShift® Automatic	_	S	_	0	_	0	_	_	_	_	_
	7.3L 2V Gas DEVCT PFI NA V8	TorqShift® Ten-Speed Automatic w/SelectShift® Automatic	_	_			S	_	0		_	_	_
F-450	6.7L 4V OHV Power Stroke® V8 Turbo Diesel B20	TorqShift® Ten-Speed Automatic w/SelectShift® Automatic	_	_	_	_	_	_	S	_	_	_	_

¹ Requires Trailer Tow Upgrade (535/53Q)

^{1 =} Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

^{★ =} New for this model year

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

FUNCTIONAL EQUIPMENT

				250 / F-350) Super Duty <mark>2L Gas - Pickups</mark>	Alternators						
Series	Engine	Drive	Option Code	Description	XL STD	XLT STD	Lariat 67D (STD)	King Ranch 67D (STD)	Platinum 67D (STD)		
			(43C)	110V/400W Inverter	67D	67D	67D	67D	67D		
F250 &			(66S)	6 Upfitter Switches	67D	67D	67E	67E	67E		
F350	6.2L Gas	4x2 &	(473 or 47B)	Snow Plow Pkg.	67D	67D	67E	67E	67E		
	2 Valve V8	4x4	(43C & 66S)	Inverter & Upfitter Switches	67D	67D	67E	67E	67E		
SRW &	110000		(43C & 473 or 47B)	Inverter & Snow Plow	67D	67D	67E	67E	67E		
DRW			(66S & 473 or 47B)	Upfitters Switches & Snowplow	67D	67D	67E	67E	67E		
			(43C & 66S & 473 or 47B)	Invert. & Upfit Switch & Snowplow	67E	67E	67E	67E	67E		
				•		(STD)	Standard @	157 Amp			
						(STE	or 67D) @ 2	.00 Amp			
					(67F) @ 240 Amp						

				250 / F-350) Super Duty L Gas - Pickups	Alternators						
Series	Engine	<u>Drive</u>	Option Code	Description	XL STD	XLT STD	Lariat STD	King Ranch	Platinum STD		
			(43C)	110V/400W Inverter	STD	STD	STD	STD	STD		
F250 &			(66S)	6 Upfitter Switches	STD	STD	STD	STD	STD		
F350	7.3L Gas	4x2 &	(473 or 47B)	Snow Plow Pkg.	STD	STD	STD	STD	STD		
	2 Valve V8	4x4	(43C & 66S)	Inverter & Upfitter Switches	STD	STD	STD	STD	STD		
SRW &			(43C & 473 or 47B)	Inverter & Snow Plow	STD	STD	STD	STD	STD		
DRW			(66S & 473 or 47B)	Upfitters Switches & Snowplow	STD	STD	STD	STD	STD		
			(43C & 66S & 473 or 47B)	Invert. & Upfit Switch & Snowplow	67B	67B	67B	67B	67B		
							(STD) 240 A	mp			
							(67B) 397 A	mp			

			2020MY (F-250 6.71		Alternators					
Series	<u>Engine</u>	<u>Drive</u>	Option Code	Description	XL STD	XLT STD	Lariat STD (67D)	King Ranch STD (67D)	Platinum STD (67D)	Limited STD (67A
			(43C)	110V/400W Inverter	67D	67D	67D	67D	67D	STD (67A
F-250 &			(66S)	6 Upfitter Switches	67D	67D	67D	67D	67D	STD (67A
F-350	6.7L Diesel	4x2 &	(473 or 47B)	Snow Plow Pkg.	67D	67D	67D	67D	67D	STD (67A
F-450	4 Valve V8	4x4	(43C & 66S)	Inverter & Upfitter Switches	67D	67D	67D	67D	67D	STD (67A
			(43C & 473 or 47B)	Inverter & Snow Plow	67D	67D	67D	67D	67D	STD (67A
SRW &			(66S & 473 or 47B)	Upfitters Switches & Snowplow	67D	67D	67A	67A	67A	STD (67A
DRW			(43C & 66S & 473 or 47B)	Invert. & Upfit Switch & Snowplow	67A	67A	67A	67A	67A	STD (67A
			(41A)	Rapid Heat*	67B	67B	67B	67B	67B	67B
					(STD) 175 Amp					
					(STD or 67D) 240 Amp					1

(67A) #1 @ 332 Amp (67B) #2 @ 397 Amp

^{1 =} Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

FUNCTIONAL EQUIPMENT

WHEEL AVAILABILITY - SRW ONLY



17" Argent Painted Steel w/Painted Hub Cover/Center Ornament (Std. on XL) - 64A



18" Argent Painted Steel w/Painted Hub Cover/Center Ornament (Opt. on F-350 XL) - 64F

WHEEL AVAILABILITY – SRW ONLY (Continued)

Wheel Image Coming

18" Sparkle Silver Painted Cast Aluminum w/Bright Hub Cover/Center Ornament (Included w/STX Pkg. (17S) on F-250/F-350 SRW; Std. on XLT) - 648



18" Bright Machined Cast Aluminum w/Magnetic Painted Pockets and Bright Hub Cover/Center Ornament (Std. on Lariat) - 64C



Aluminum w/Magnetic Painted Pockets; Light Caribou Wheel Ornament with King Ranch® Logo (Std. on King Ranch®) -

media.ford.com

08/14/19

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

FUNCTIONAL EQUIPMENT

18" Chrome PVD Aluminum (included in XLT Premium Pkg. (17P), Chrome Pkg. -(17C)) (Chrome Pkg. has Light Caribou wheel ornament with King Ranch® Logo) - 647

18" Low-Gloss Black Painted Aluminum Wheel (incl. Tremor Off-Road Pkg (17Y)) - 64E



20" Bright Machined Cast Aluminum w/Magnetic Painted Pockets and Bright Hub/Cover Center Ornament (Opt. on 4x4 F-250 and F-350 SRW Lariat) - 642



20" Bright Machined Cast Aluminum w/Light Caribou Painted Pockets; Light Caribou Wheel Ornament with King Ranch® Logo (Opt. on 4x4 F-250 and F-350 SRW King Ranch®) -



20" Chrome PVD Aluminum (Opt. on 4x4 F-350 SRW Chrome Pkg. (17C) – (Chrome Pkg. has unique center ornament on King Ranch®) - 649

Wheel Image Coming

20" High-Gloss Black Premium Painted Aluminum (Included in Lariat Sport Package (17L)) - 646



20 " Polished Aluminum (Std. on F-250 F-350 SRW Platinum) - 64U



20" Polished Aluminum (Std. on Limited F-250/F-350 SRW) - 64L

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

FUNCTIONAL EQUIPMENT

WHEEL AVAILABILITY - DRW ONLY



17" Argent Painted Steel (hub cover/center ornament not included) (Std. on XL and XLT F-350) – 64K



17" Forged Polished Aluminum w/bright hub cover/center ornament (Std. on King Ranch® F-350) – 64J



19.5" Forged Polished Aluminum w/bright hub cover/center ornament; Light Caribou wheel ornament with King Ranch® Logo – 64D



17" Forged Polished Aluminum w/bright hub cover/center ornament (Included on STX Pkg. (17S) F-350 DRW; Std. on Lariat and Platinum F-350; Opt. on XL and XLT F-350) – 64J



19.5" Forged Polished Aluminum w/bright hub cover/center ornament (Included on STX Pkg. (17S) F-450) – 64D



17" Stainless Steel Wheel Covers (Front & Rear) (Opt. on XL and XLT) – 945

09/01/19

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

OPTIONAL EQUIPMENT

			F-	L F-			F-	_T F-			La:	riat F-	
	Order Code	F- 250 600 A	350 SR W 610 A	350 DR W 620 A	F- 450 670 A	F- 250 603 A	350 SR W 613 A	350 DR W 623 A	F- 450 673 A	F- 250 608 A	350 SR W 618 A	350 DR W 628 A	67 A
BODYSTYLE & WHEELBASES	142"	EOA	EOV	Eac	F4C	F2A	F3A	Eac	F4C				
Regular Cab 4X2 – 8' Box Regular Cab 4X4 – 8' Box	142"	F2A F2B	F3A F3B	F3C F3D	F4D	F2A F2B	F3A F3B	F3C F3D	F4D				
SuperCab 4X2 – 6 ¾ Box	148"	X2A	ХЗА	_	_	X2A	ХЗА	_	_	X2A	ХЗА	_	_
SuperCab 4X2 – 8' Box	164"	X2A	X3A	X3C	_	X2A	X3A	X3C	_	X2A	X3A	X3C	-
SuperCab 4X4 – 6 ¾' Box SuperCab 4X4 – 8' Box	148" 164"	X2B X2B	X3B X3B	X3D	_	X2B X2B	X3B X3B	X3D	_	X2B X2B	X3B X3B	X3D	-
Crew Cab 4X2 – 6 3/4' Box	160"	W2A	W3A	_	_	W2A	W3A	_	_		W3A	_	_
Crew Cab 4X2 – 8' Box	176"					W2A				W2A	W3A	W3C	W
Crew Cab 4X4 – 6 ¾' Box Crew Cab 4X4 – 8' Box	160" 176"		W3B	W3D	W4D	W2B W2B		W3D	<u></u>		W3B W3B	W3D	W
ENGINE/TRANSMISSION	170	WED	WOD	WOD	WID	WZD	WOD	WOD	WHD	WZD	WOD	WOD	**
6.2L 2 Valve Gas SOHC EFI NA V8 (Flex Fuel; Flex Fuel Badge on	996/44	_	P-	P-									
Fleet Orders Only)/TorqShift®-G Six-Speed Automatic w/SelectShift® Automatic	S	S	96G	96G	_	S	_	_	_	S		_	-
6.2L 2 Valve Gas SOHC EFI NA V8 (Flex Fuel; Flex Fuel Badge on	000/44												
Fleet Orders Only)/TorqShift® ★Ten-Speed Automatic with	996/44 G	_	S	S	_	_	S	S	_	_	S	S	-
Selectable Drive Modes: Normal, Tow/Haul, Eco & Deep	G												
★7.3L 2V DECVT NA PFI V8 Gas/TorqShift®★ Ten-Speed Automatic with Selectable Drive Modes: Normal, Tow/Haul, Eco &	99N/4	0	0	0		0	0	0		0	0	0	l _
Deep	4G					O	O	O					
6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20 with manual													
push-button Engine-Exhaust Braking/TorqShift®★ Ten-Speed ★Automatic with Selectable Drive Modes: Normal, Tow/Haul, Eco &	99T/44 G	0	0	0	S	0	0	0	S	0	0	0	5
Deep Automatic	4												
WHEELS													
4-Wheels (SRW); 6 Wheels (DRW). Spare Wheel included with Sp			0										
17" Argent Painted Steel w/Painted Hub Covers/Center Ornaments 17" Argent Painted Steel (Hub Covers/Center Ornaments not	64A	S	S	_	_	_	_	_	_		_		-
included)	64K	_	_	S	_	_	_	S	_	_	_	_	-
				0									
				P- 17S									
17" Forged Polished Aluminum w/Bright Hub Covers/Center Ornaments (4 aluminum outer and 2 steel inner)	64J	_	_	P-	_	_	_	0	_	_	_	S	-
Offiditients (4 didifficial outer and 2 steel little)				96G/									
				P96 H									
18" Chrome PVD Aluminum Wheel	647			11		P-	P-			P-	P-		
	647		_	_	_	17P	17P	_	_	17C	17C		-
18" Bright Machined Cast Aluminum w/Magnetic Painted Pockets and Bright Hub Covers/Center Ornaments	64C	_	_	_	_	_	_	_	_	S	S	_	-
18" Argent Painted Steel w/Painted Hub Covers/Center Ornaments	64F	_	0	_	_	_	_	_	_	_	_	_	-
18" Sparkle Silver Painted Cast Aluminum w/Bright Hub	648	P-	P-	_	_	S	S	_	_	_	_	_	Ι_
Covers/Center Ornaments	040	17S	17S							D	D		
★18" Low-Gloss Black Painted Aluminum Wheel	64E	_	_	_	_	P- 17Y	P- 17Y	_	_	P- 17Y	P- 17Y	_	-
19.5" Forged Polished Aluminum w/Bright Hub Covers/Center	64D				S	_	_		S		_		
Ornaments (4 aluminum outer and 2 steel inner)	040				0				0	P-			
20" Chrome PVD Aluminum (4x4 only; req. Chrome Package (17C))	649	_	_	_	_	_	_	_	_	17C	0- 17C	_	-
20" Bright Machined Cast Aluminum w/Magnetic Painted Pockets	642									0	0		
and Bright Hub Covers/Center Ornaments (4X4 only)	042	_	_					_	_		_		
20" High-Gloss Black Premium Painted Aluminum Wheel (4x4 only; reg. Lariat Sport Appearance Package (17L))	646	_	_	_	_	_	_	_	_	P- 17L	P- 17L	_	-
TIRES										17 =	17.2		
4 Tires (SRW); 6 Tires (DRW). Spare is same as road tire unless													
LT245/75Rx17E BSW A/S) LT245/75Rx17E BSW A/T	TD8	S	S	S	_	_	_	S	_	_	_	S	-
LT245/75Rx17E BSW A/T LT245/75Rx17E OWL A/T(4) (DRW inner rear and optional spare			U	J									
are LT245/75Rx17E BSW Á/T)	TBL	_	_	_		_	_	0		_	_	0	
LT265/70Rx17E OWL A/T	TCD	0	0	_		_	_	_	_	_	_	_	-
L TOTE (SED. 40E DOW A/C	T	P-	0			S	S			_	_		
LT275/65Rx18E BSW A/S	TCH	17S	P- 17S	-	_	P-	P-	_	_	S	S	_	-
						17P	17P						
LT275/70Rx18E BSW A/T, 4x4	TDX	P-	O P-			0	0			0	0		
LILIOITOITATUL DOWN INT. TAT	IDA	17S	17S				0				0		

^{1 =} Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

S = Standard, O = Optional, P = Packaged Option, F = Fleet Only Option

^{★ =} New for this model year

09/01/19

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

OPTIONAL EQUIPMENT

		XL XLT						Lariat						
		F- F- F- F- F- F- F- F-					F- F				F- F			
		250	SR	DR	450	250	SR	DR	450	250	SR	DR	4	
	Order	600	W 610	W 620	670	603	W 613	W 623	673	608	W 618	W 628	6	
	Code	A	A	A	A	A	A	A	A	A	A	A	1	
'IRES · Tires (SRW); 6 Tires (DRW). Spare is same as road tire unless o	thorwic	o note	d (oc	ntinu	od)									
T275/70Rx18E OWL A/T, 4x4 (spare tire – LT275/70Rx18E BSW	TDU	P-	P-	munu	eu)	0	0			0	0		Т	
A/T)	17S	17S			P-	P-	_	_	P-	P-	_			
5" Off-Road Tire (LT285/75R18E BSW A/T)	TFW	_	_	_	_	17Y	17Y	_	_	17Y	17Y	_		
25/70Rx19.5G BSW Traction (spare tire is 225/70R19.5 BSW	TGL	_	_	_	S	_	_	_	S	_	_	_		
ction) 75/65Rx20E OWL A/T, 4x4 – (spare is LT275/70Rx18E BSW										0	0			
A/T) (NA 142" WB on XLT) pare Tire, Wheel, Carrier and Jack (req. Pickup Box Delete (66D);	2" WB on XLT)									U				
NA w/F-450)	512	0	0	0	0	0	0	0	0	_	_	_		
ROUPS/PACKAGES (see Packaged Options/Emissions pages f	or comp	lete c			restri	ctions)							
L Value Package TX Appearance Package	17S										_			
ower Equipment Group	90L		()				S				S		
LT Value Package	17V		_	_				2			-	_		
LT Premium Package hrome Package	17P —						0-	2,3			-	_ o		
ariat Sport Appearance Package – F-250/F-350 4x4 SRW only;	17C —													
IA w/Camper Package (471) or Snowplow/Camper Package (47B)	kage (471) or Snowplow/Camper Package (47B)						_	_)-3		
ariat Value Package	Package 96L —									0				
Iltimate Package 96U — F-Road Package 17X O							_	_)	O-3					
Tremor Off-Road Package – reg. 4x4 and 6.7L Diesel or 7.3L Gas										O O-3				
Engine; NA w/8' Box or F-450	17Y		_			O	-3							
now Plow Prep Package (w/6.7L Power Stroke® Diesel engine includes 240 Amp Alternator (67D))	kage (w/6.7L Power Stroke® Diesel engine						(C			(С		
amper Package	471		()			()			O			
Snowplow/Camper Package	47B			ó	0							Š		
-250 Trailer Tow Package – High Capacity (req. 6.7L Power														
Stroke® Diesel engine; req. Trailer Brake Controller (TBC) (52B) on XL SRW; NA w/10,000 GVWR/9,900 GVWR Pkg. (68D) or Pickup	535		()		0					(Э		
Box Delete (66D)														
F-250 Trailer Tow High Capacity w/Ultimate Trailer Tow Camera						_								
System and Pro Trailer Backup Assist Package (req. 6.7L Power	53Q		()		0				0				
Stroke® Diesel engine; NA w/Pickup Box Delete (66D)) rF-350 Gas Heavy-Duty Payload Package (req. 6.2L Gas Engine														
(996) and 4x2; NA w/ Pickup Box Delete (66D)) – Late Availability	96G		0	-1		_				_				
F-350 Diesel Heavy-Duty Payload Package (reg. 6.7L Diesel	96H		0	1										
Engine (99T),DRW and 4x2)						_				_				
Heavy-Service Front Suspension Package Heavy-Service Package for Pickup Box Delete	67H 63R)		0				0				
Pickup Box Delete (NA F-450; NA F-250 Trailer Tow Package – High				,				,						
Capacity (535) or F-250 Trailer Tow High Capacity w/ Ultimate														
Trailer Tow Camera System; NA w/*7.3L Gas Engine (99N) or Pro	66D		()		0				_				
Trailer Backup Assist Package (53Q); req. Long Wheelbase Variants)														
0,000 GVWR/9,900 GVWR Package														
10,000 GVWR Pkg. avail. on F-350 SRW only; 9,900 GVWR Pkg.	68D													
avail. on F-250 only; NA w/Trailer Tow Package – High Capacity	0					()		0					
(535) or F-250 Trailer Tow High Capacity w/Ultimate Trailer Tow Camera System and Pro Trailer Backup Assist Package (53Q))														
1,400 (SRW Only)/13,000 (DRW Only) GVWR Package (see	COL		(`			,	`				^		
Packaged Options/Emissions page for availability)	68L		,	,			()			· · · · ·	2		
CNG/Propane Gaseous Engine Prep Package (avail. on F-250/F-	98F		()			(C			(С		
350 w/6.2L gas engine only) – Late Availability	98F O													
kid Plates - Transfer Case and Fuel Tank (4x4 only) (incl. in 17X	445	41D						`				2		
FX4 Off-Road Pkg. and Tremor Off-Road Pkg (17Y))	41P O)				0		
ngine Block Heater	41H O						()		0				
ransmission Power Take-Off Provision (req. Ten-Speed Transmission: includes Transmission mounted live drive and														
stationary mode PTO; NA 4x2 142" WB; 6.2L engine req. 4.30 Final	62R O				0					(2			
Drive Ratio)														
ngine Idle Shutdown – 5 minute	86A O					_								
ngine Idle Shutdown – 10 minute ngine Idle Shutdown – 15 minute	86B O O				0				_					
UNCTIONAL (continued)	300													
ngine Idle Shutdown – 20 minute	86D		()			()						

^{1 =} Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

^{★ =} New for this model year

09/01/19

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

OPTIONAL EQUIPMENT

		XL	XLT	Lariat
	Order Code	F- F- F- F- SR DR 450 W W 600 610 620 670 A A A A	F- 350 350 F- 250 SR DR 450 W W 603 613 623 673 A A A A	F- 350 350 F- 250 SR DR 450 W W 608 618 628 678 A A A A
Operator Commanded Regeneration (OCR) (req. 6.7L Power Stroke® Diesel engine)	98R	0	0	
Dual Battery (Dual 78 AH; req. 6.2L or 7.3L. Gas engine)	86M	0	0	0
BoxLink™ (includes four (4) premium locking cleats; includes Interface Brackets on XL; Cleats/Brackets are std when spray-inbedliner (85S) is ordered on XL; feature is removed when PickUp Box Delete (66D) is ordered on XLT)	66B	O	S	S
Adaptive Steering	60A	_	_	0
Adaptive Cruise Control and Collision Warning with Brake Support (optional availability requires 96U Lariat Ultimate Pkg.) ★Audible Lane Departure Warning (req. 66D Pickup Box Delete and Pre-Collision Assist with Automatic Emergency Braking (AEB) and Forward Collision Warning (94P) on XL; NA w/F-450)	527 60C	0	0	O-96U —
BLIS® (Blind Spot Information System) with Cross-traffic Alert and Trailer Tow (BLIS® sensor in taillamp) (Reqs. Power Equipment Group (90L) on XL; N/A with Pickup Box Delete (66D)	60B	0	S	S
Pre-Collision Assist with Automatic Emergency Braking (AEB) and Forward Collision Warning Alternators (*Refer to alternator charts for further details)	94P	0	S	S
200 Amp Alternator – w/6.2L engine; 240 Amp w/6.7L Power Stroke® Diesel engine (required w/Snow Plow Pkg. (473), Upfitter Switches (66S) or 110V/400W Outlet (43C); on XL and XLT NA w/Snow Plow Pkg. (473), Upfitter Switches (66S) and 110V/400W Outlet (43C) is ordered together)	67D	S	S	S
240 Amp Alternator (req. 6.2L engine; 240 Amp; required w/Snow Plow Pkg. (473), Upfitter Switches (66S) and 110V/400W Outlet (43C) is ordered together)	67E	S/O	S/O	S/O
332 Amp Alternator (requires 6.7L Power Stroke® Diesel engine, Snow Plow Pkg. (473), Upfitter Switches (66S) and 110V/400W Outlet (43C))	67A	S	S	S
397 Amp Alternator (req. Dual Battery (86M) on 7.3L Gas engine (99N) only; NA w/6.2L Gas engine (996); required w/41A Rapid-Heat Supplemental Heater) Trailer Towing Equipment	67B	S/O	S/O	S/O
Manually Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals)	54K	P-90L	S	_
Power-folding, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, Utility Lighting System(LED Side-mirror Spotlights)	54F	_	0	s
LED Box Lighting (Incl. LED Center High-Mounted Stop Lamp (CHMSL); NA 66D Pickup Box Delete)	66L	0	0	O P-96L P-96U
Quad Beam LED Headlamps and LED Fog Lamps, and LED Taillamps; optional availability requires Lariat Ultimate Pkg. (96U); LED Fog Lamps and LED Center High-Mounted Stop Lamp (CHMSL))	59Q	_	_	O-96U
Trailer Brake Controller (TBC) (Verified to be compatible w/select electric over hydraulic brakes; 7 & 4-way combo trailer tow socket and bracket deleted w/66D Pickup Box Delete; Std. on DRW; includes Smart Trailer Tow Connector)	52B	S/O	S	S
5th Wheel/Gooseneck Hitch Prep Package (NA w/85L Drop-in Bedliner, 85M Bed Mat or Pickup Box Delete 66D; std on F-450) Cab Steps and Running Boards	53W	0	0	0
Platform Running Boards (Std. on F-350 DRW XLT and F-450 XLT)	18B	0	S/O	_
" Angular Chrome Step Bar (Std. on Lariat F-350 DRW and F-450; XL reds. STX Appearance Pkg. (1758)	18C	O-17S,2,3	O-2,3	S/O
Extended Running Board, 6" Angular Chrome Power-Deployable Running Boards; requires Lariat Ultimate Pkg. (96U); Not available with Lariat Chrome Package (17C) and Lariat Interior Trims 6A or 6B	18D 18E	_	O-2,3 —	O O-96U
Cab Steps and Running Boards (continued)				
KEY EXTERIOR OPTIONS Center High-mounted Stop Lamp (CHMSL) (F-350 only; CHMSL is deleted from vehicles over 10,000 lbs. GVWR with 66D Pickup Box Delete; replaced with a black cover; to add CHMSL with 66D Pickup Box Delete, select 59H. CHMSL is standard under all other conditions.)	59H	S/O	S/O	S
= Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only		S = Standard, O = Optio	nal. P = Packaged Optio	n. F = Fleet Only Ontic

^{1 =} Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

S = Standard, O = Optional, P = Packaged Option, F = Fleet Only Option

^{★ =} New for this model year

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

	XL			XLT				Lariat							
		F-	F- 350	F- 350	F-	F-	F- 350	F- 350	F-	F-	F- 350	F- 350	F-		
		250	SR	DR	450	250	SR	DR	450	250	SR	DR	450		
	Order		610	W 620	670	603	613		673	608	W 618	W 628	678		
Rear View Camera and Prep Kit (includes loose camera, wiring	Code	Α	Α	Α	A	Α	Α	Α	Α	Α	Α	Α	Α		
bundle and electrochromic mirror w/video display; req. 66D Pick Up Box Delete)	872		()		0				_					
★Windshield Wiper De-icer (includes Rain-Sensing Windshield Wipers) and Heated Steering Wheel	60W —				_				0						
Halogen Fog Lamps (req. XL Décor Group (17F) on XL)	595		())			-	_			
Rear CHMSL Camera (display in center stack screen; includes LED Center High-mounted Stop Lamp (CHMSL) with Cargo Light and Rear Video Camera; NA w/Pickup Box Deleted (66D), Individual Trailer TPMS/Customer/Placed Trailer Camera (653) or Customer/Placed Trailer Camera (65B))	873		()			C)			()			
★Ultimate Trailer Tow Camera System w/Pro Trailer Backup Assist Package (NA w/ Pickup Box Delete (66D)	53R		(C)			
LED Roof Marker/Clearance Lamps (Std. on F-350 DRW & F-450)	592		S	0			S	O			S	/O			
Tailgate Step (includes step and handle; NA w/66D Pickup Box Delete)	85G		()			C)			()			
Tough Bed® (spray-in bedliner; includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts; NA w/66D Pickup Box Delete)	85S		()			C)			()			
Paint Lower Accent Two-Tone Paint (includes accent two-tone paint on SRW wheel-lip moldings; NA on F-350 DRW and F-450 wheel-lip moldings) Rear-windows	954		-	-		_					()			
Defrost with Fixed and Privacy Glass (Privacy Glass is standard on XLT; XL req. Privacy Glass (924) and Power Equipment Group (90L))	43B		()		0				0					
Power-Sliding Glass with Defrost and Privacy Glass (XL req. 90L Power Equipment Group; 924 Privacy Glass is standard on XLT)	435/92 4		O-:	2,3		O-2,3				O-2,3					
KEY INTERIOR OPTIONS															
Moonroof, Power (Twin Panel on Crew Cab; optional availability on XLT req. 17P XLT Premium Pkg.; includes map lights and Moonroof switches; NA w/Pickup Box Delete (66D))	43V		-	_			0	-3			0	-3			
Universal Garage Door Opener (UGDO)	85D		-	_			-	_			()			
110V/400W Outlet (with 40/20/40 seats, there is one in-dash mounted outlet; 2 nd outlet in the console req. 40/Console/40 seats; reg. 200 Amp Alternator (67D))	43C		()			5	3			;	3			
Floor Covering, color-coordinated full carpet with floor mats (reqs. STX Appearance Pkg. (17S))	16F		O-1	7S			-	_			-	_			
Floor Mats, All-Weather (req. SuperCab or Crew Cab, 4x2 or 4x4 w/ESOF when Carpet Delete (166) is ordered	16S		-	-			C)			()			
Carpet Delete (XLT & Lariat replaced w/black flooring)	166		9	3			()			()			
Rapid-Heat Supplemental Cab Heater (Optional in all states with 6.7L Power Stroke® Diesel engine)	41A							0)	
Remote Start System (req. 90L Power Equipment Group)	76S	76S O			0 0			0				P-9) 96U 96L		
Reverse Sensing System (NA w/66D Pickup Box Delete)	76R		F	=		0				S					
Upfitter Switches; (6) (Located in overhead console; req. 200 Amp Alternator (67D))	66S					0				0					

^{1 =} Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

^{★ =} New for this model year

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

	XL						v	41		Lariat			
	F- F-				F-	F-			F-	F-			
		F- 250	350 SR	350 DR	F- 450	F- 250	350 SR	350 DR	F- 450	F- 250	350 SR	350 DR	F- 450
	Order		W	W 620	670	603	W 613	W	673		W	W	678
	Code	A	A	A	A	A	A	023 A	6/3 A	A	A	020 A	678 A
KEY INTERIOR OPTIONS (continued) Audio													
SYNC® 3 – Enhanced Voice Recognition Communications and													
Entertainment System – 8" LCD Capacitive Touchscreen in Center Stack with Swipe													
Capability													
 Pinch-to-Zoom capability included with available Voice-Activated Touchscreen Navigation System 													
4.2" productivity screen in IP cluster													
- AppLink®													
– 911 Assist® – Apple CarPlay™ and Android Auto™	913		0)			;	S			5	6	
 Smart-Charging USB-C ports – two (2) 													
 Includes 110V/400W Outlet (43C) Note: SYNC® AppLink® lets you control some of your favorite 													
compatible mobile apps with your voice. It is compatible with select													
smartphone platforms. Commands may vary by phone and AppLink® software.													
Regs. Manual-folding, manually telescoping, power glass trailer tow													
mirrors with heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals (54K) on XL only													
SiriusXM® Radio ¹													
Note: SiriusXM Traffic and Travel Link® includes a 5-year prepaid subscription. Services are not available in Alaska and Hawaii.; adds	39S		0)			;	S			9	3	
one (1) I/P mounted center speaker on XL and XLT only						_							
Voice-Activated Navigation with HD and SiriusXM Traffic and Travel Link® ¹ (included w/96U Lariat Ultimate Pkg.)													
Note: SiriusXM Traffic and Travel Link® includes a 5-year prepaid	21N		_	-		О			O P-96U				
subscription. Services are not available in Alaska and Hawaii.											' '	,00	
Front-Seats (See Color & Trim Availability page for additional info		1)											
Cloth, 40/20/40 Split Bench Vinyl, 40/Mini-Console/40	1 L		0				-	_			_	_ _	
Cloth, 40/Mini-Console/40	4		ŏ				_				_		
Cloth, 40/Console/40 Leather, 40/20/40 Split Bench	6		_	-			0-	2,3			-	_)	
Rear-Seats													
Heated Seats (req. 40/Console/40 front-seat; req. 96L Lariat Interior Pkg. or 96U Lariat Ultimate Pkg.)	90R		_	_			-	_		O-3			
LPO/FLEET OPTIONS (Requires Valid FIN Code)													
★Fleet Driver Assistance Package (req. Power Equipment Group (90L))	96F		F				-	_			_	_	
XL Décor Group	17F		F				-	_			_	_	
Adjustable Pedals Cruise Control (steering wheel-mounted)	62M 525	_	— P-17S	- D 06	21/			F			-	-	
Daytime Running Lamps (DRL) (the non-controllable 942 Daytime	323	١,) V		_	_				_	
Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) (On/Off Cluster Controllable)	942		F					F			F	=	
Spare Wheel and Tire Delete (also deletes jack and frame-mounted	E1V		_										
carrier)	51X		F				_					_	
Speed Limitation – 65-mph governed top speed Speed Limitation – 75-mph governed top speed	926 927		F F					F F			_		
Individual TPMS Delete (optional on F-350 SRW over 10K GVWR;		921 F							_				
NA w/68D 10,000 GVWR Package; NA on F-250; Individual Trailer TPMS/Customer/Placed Trailer Camera Package (653) or	18L	18L F					F		F				
Customer/Placed Trailer Camera (65B) - F-350 SRW only)	464							_					
Upfitter Interface Module FORD ACCESSORIES, PRE-INSTALLED	18A	8A F			F				F				
Aluminum Crossbed Toolbox by Weather Guard (Defender Series) -	62X	2X O			0				0				
NA w/Pickup Box Delete (66D) Premium Aluminum Crossbed Toolbox by Weather Guard (model #										0			
127-0-02) – NA w/ Pickup Box Delete (66D)	62Y		0	·)				<u> </u>	
, , , , , , , , , , , , , , , , , , , ,		1								1			

¹ Subscriptions to all SiriusXM® services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc.

^{1 =} Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

S = Standard, O = Optional, P = Packaged Option, F = Fleet Only Option

^{★ =} New for this model year

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

	Order Code	XL F- 350 350 F- 250 SR DR 450 W W 600 610 620 670 A A A A	XLT F- F	Lariat F- F	
FORD ACCESSORIES, PRE-INSTALLED (continued) Gooseneck Dual Hitch Kit-15E – F-450 only (includes one (1) 2 5/16" Gooseneck ball, one (1) 3" Gooseneck ball and two (2) safety chain tie-down bars; NA w/85L Drop-in Bedliner or 85M Bed Mat)	15E	0	0	0	
Customer-Placed Trailer Camera (req. ★Ultimate Trailer Tow Camera System; w/Pro Trailer Backup Assist Package (53R) or F-250 Trailer Tow High Capacity w/Ultimate Trailer Tow Camera System and Pro Trailer Backup Assist Package (53Q); NA w/Rear CHMSL Camera (873)	65B	_	0	0	
Individual Trailer TPMS (Includes six (6) TPMS sensors) Note: Trailer TPMS sensors only compatible on wheels with a .452' diameter valve stem	65A	_	0	0	
Individual Trailer TPMS/Customer-Placed Trailer Camera (req. *Ultimate Trailer Tow Camera System; w/Pro Trailer Backup Assist Package (53R) or F-250 Trailer Tow High Capacity w/Ultimate Trailer Tow Camera System and Pro Trailer Backup Assist Package (53Q); NA w/Rear CHMSL Camera (873)) Note: Trailer TPMS sensors only compatible on wheels with a .452' diameter valve stem	653	_	0	0	
Wheel Locks (reqs. 20" wheels)	94W	_	_	0	
Stowable Loading Ramps (NA with Aluminum Toolbox (62X/62Y); reqs. second unit body) LED Warning Strobes – Amber (req. 59H center High-Mounted Stop	52R	0	0	0	
Lamp; includes center high-mounted stop light bar and two (2) hood mounted lights)	91S	0	0	0	
LED Warning Strobes – Amber-White (req. 59H center High- Mounted Stop Lamp; includes center high-mounted stop light bar and two (2) hood mounted lights)	91G	0	0	0	
Hood Deflector – Black Molded	87H	0	0	0	
Drop-in Bedliner (NA with all Gooseneck features (53W, 15E, 15J, 15K), 66D Pickup Box Delete) ★Tonneau Pickup Box Cover – Soft Folding (NA w/Aluminum	85L	0	0	0	
Crossbed Toolbox (62X/62Y), Stowable Loading Ramps (52R) or Drop-in Bedliner (85L)	21D	0	0	0	
★Tonneau Pickup Box Cover – Hard Folding (NA w/Aluminum Crossbed Toolbox (62X/62Y), Stowable Loading Ramps (52R) or Drop-in Bedliner (85L)	21E	0	0 0		
★Tonneau Pickup Box Cover – Retractable (NA w/Aluminum Crossbed Toolbox (62X/62Y), Stowable Loading Ramps (52R) or Drop-in Bedliner (85L)	21J	0	0	0	
Wheel Well Liner, Front	61L	0	0	0	
Wheel Well Liner, Rear (avail. on F-250 and F350 SRW only; NA w/66D Pickup Box Delete) Wheel Well Liner, Front/Rear (avail. On F-250 and F350 SRW only;	61M	0	0	0	
NA w/66D Pickup Box Delete) Bed Mat (NA with all Gooseneck features (53W, 15E, 15J, 15K), 66D	61N	0	0	0	
Pickup Box Delete, 85L Drop-in Bedliner or 85S Tough Bed® (spray-in bedliner)	85M	0	0	0	
Splash Guards/Mud Flaps Front (reqs. Splash Guards/Mud Flaps Rear (62S) for F250 & F350 SRW and DRW; standard on F-350 DRW when Deployable Running Boards (18E) are ordered; NA on F-450 or 66D Pickup Box Delete)	61S	0	0	0	
Splash Guards/Mud Flaps Rear (NA w/66D Pickup Box Delete; reqs. Splash Guards/Mud Flaps Front (61S) for F250 & F350 SRW and DRW; optional on F-350 DRW when Deployable Running Boards (18E) are ordered)	62S	0	0	0	
Vehicle Safe by Console Vault (reqs. Seat-Bucket 40/console/40)	21X	_	0	0	
Exterior Backup Alarm Gooseneck Hitch Kit – 15J (reg. 53W 5 th Wheel/Gooseneck Hitch	76C	0	0	0	
Prep Package; Available F-250/F-350 only; NA w/85L Drop-in Bedliner or 85M Bed Mat)	15J	0	0		
5th Wheel Hitch Kit-15L – includes 18k rated hitch for SRW. (req. 53W 5th Wheel/Gooseneck Hitch Prep Pkg. and 8-ft. box; NA w/85L Drop-in Bedliner or 85M Bed Mat)	15L	0	0	0	
FORD ACCESSORIES, PRE-INSTALLED (continued) 5 th Wheel Hitch Kit-15K – includes 27.5k rated hitch for DRW (req. 53W 5 th Wheel/Gooseneck Hitch Prep Pkg. and 8-ft. box; NA w/85L Drep; in Publicary 45PM Red Med.	15K	0	0	0	
Drop-in Bedliner or 85M Bed Mat) Stainless Steel Wheel Covers – Front & Rear (F-350 DRW only; req. 64K 17" Argent Painted Steel Wheel)	945	0	0	_	
1 Pagular Cah anly 2 SuparCah anly 2 Craw Cah anly		C Standard O Ontio	and D. Davidson d Onlin	n E Floot Only Ontion	

^{1 =} Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

S = Standard, O = Optional, P = Packaged Option, F = Fleet Only Option

^{★ =} New for this model year

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

		k		anch	B		Plati				Lim		
	Order	F- 250 700	F- 350 SR W 710	F- 350 DR W 720	F- 450 770	F- 250 703	F- 350 SR W 713	F- 350 DR W 723	F- 450 773	F- 250 708	F35 0 SR W 718	F- 350 DR W 728	F 45
BODYSTYLE & WHEELBASES	Code	Α	Α	Α	Α	Α	A	Α	Α	Α	Α	Α	1
Crew Cab 4X2 – 6 34' Box	160"	W2A	W3A	_	_	_	_	_	_	_	_	_	-
Crew Cab 4X2 – 8' Box	176"			W3C	W4C		_	W3C	W4C	_		_	-
Crew Cab 4X4 – 6 ¾' Box Crew Cab 4X4 – 8' Box	160" 176"		W3B	W\3D	W/4D	W2B W2B		 W3D	W4D	W2B W2B	W3B	 W3D	١٨/
ENGINE/TRANSMISSION	170	WZD	WSD	WSD	VV4D	WZD	WSB	WSD	VV4D	WZD	WSD	WSD	VV
5.2L 2 Valve Gas SOHC EFI NA V8 (Flex Fuel; Flex Fuel Badge on Fleet Orders Only)/TorqShift®-G Six-Speed Automatic w/SelectShift® Automatic	996 / 44S	S	_	_	_	S	_	_	_	_	_	_	-
6.2L 2 Valve Gas SOHC EFI NA V8 (Flex Fuel; Flex Fuel Badge on Fleet Orders Only)/TorqShift® ★Ten -Speed Automatic with Selectable Drive Modes: Normal, Tow/Haul, Eco & Deep Sand/Snow	996 / 44G	_	S	S	_	_	S	S	_	-	_	-	_
★7.3L 2V DECVT NA PFI V8 Gas Ten-Speed Automatic with Selectable Drive Modes: Normal, Tow/Haul, Eco & Deep Sand/Snow	99N / 44G	0	0	0	_	0	0	0	_	_	_	_	-
6.7L 4 Valve OHV Power Stroke®V8 Turbo Diesel B20/TorqShift® *Ten-Speed Automatic with Selectable Drive Modes: Normal, Tow/Haul, Eco & Deep Sand/Snow	99T / 44G	0	0	0	S	0	0	0	S	S	S	S	
WHEELS (King Ranch® wheels have unique King Ranch® logo c	enter or	name	nts)										
I-Wheels (SRW); 6 Wheels (DRW). Spare Wheel included with Sp 17" Forged Polished Aluminum (4 aluminum outer and 2 steel inner)	are Tire 64J	_	_	S				S				S	f
18" Chrome PVD Aluminum	647	 P-	P-	3		_	_	3				3	ľ
	_	17C	17C	_	_	_	_		_	_	_	_	
8" Bright Machined Cast Aluminum	64C	S P-	S P-	_	_	P-	— Р-	_	_	_	_	_	
r18" Low-Gloss Black Painted Aluminum Wheel	64E	17Y	17Y	_	_	17Y	17Y	_	_	_	_	_	
9.5" Forged Polished Aluminum (4 aluminum outer and 2 steel	64D	_	_	_	s	_	_	_	S	_	_	_	
inner) 20" Bright Machined Cast Aluminum (4x4 only; reg. TCW tire)	643	0	0	_		_	_	_		_		_	
20" Chrome PVD Aluminum (4x4 only; reg. Chrome Package (17C))	649	P-	0										Ι.
20" Polished Aluminum	64U	17C	0			0	S						
20" Polished Aluminum	64L	_				S -	<u> </u>			S	S		
TIRES													
1 Tires (SRW); 6 Tires (DRW). Spare is same as road tire unless o _T245/75Rx17E BSW A/ S	otherwis TD8	e note	ed.	S				S				S	
LT275/65Rx18E BSW A/S	TCH	S	S	_				<u> </u>				<u> </u>	
LT275/70Rx18E BSW A/T, 4x4	TDX	0	0	_	_	_	_	_	_	_	_	_	
LT275/70Rx18E OWL A/T, 4x4 (spare tire – LT275/70Rx18E BSW A/T)	TDU	0	0	_	_	_	_	_	_	_	_	_	
LT275/65Rx20E OWL A/T, 4x4 (spare is LT275/70Rx18E BSW A/T)	TCW	0	0	_	_	S	S	_	_	S	S	_	
LT245/75Rx17E BSW A/T	TBM	_	_	0	_	_	_	0	_	_	_	0	
LT245/75Rx17E OWL A/T (DRW inner rear & optional spare are LT245/75Rx17E BSW A/T)	TBL	_	_	0	_	_	_	0	_	_	_	0	
225/70Rx19.5G BSW Traction (spare tire is 225/70R19.5 BSW Traction)	TGL	_	_	_	S	_	_	_	S	_	_	_	
★35" Off-Road Tire (LT285/75R18E BSW A/T)	TFW	P- 17Y	P- 17Y	_	_	P- 17Y	P- 17Y	_	_	_	_	_	
GROUPS/PACKAGES (see Packaged Options/Emissions page fo	r compl			and re	estrici		17 Y						
Chrome Package (req. 85G Tailgate Step; Required with King	17C	0	0	0	0	_				_			
Ranch® 4x2) King Ranch® Monochromatic Paint Package (reg. Chrome Package						_	_			_		_	
(17C))	96M	0	0	0	0		_	_	_	_	_	_	
King Ranch® Ultimate Package	96K	0	00	0	0	_	_	_	_	_	_	_	
FX4 Off-Road Package ★F-250 Trailer Tow High Capacity w/Ultimate Trailer Tow Camera	17X	0	0	0	0	0	0	0	0	0	0	0	
System and Pro Trailer Backup Assist Package (req. 6.7L Power Stroke® Diesel engine; NA w/Pickup Box Delete (66D))	53Q	0	_	_	_	0	_	_	_	0	_	_	
★Tremor Off-Road Pacakge – req. 4x4 and 6.7L Diesel or 7.3L Gas Engine; NA w/8' Box	17Y	0	0	_	_	0	0	_	_	_	_	_	
Snow Plow Prep Package (6.7L Power Stroke® Diesel engine req. 240 Amp Alternator (67D))	473	0	0	0	0	0	0	0	0	0	0	0	
Camper Package	471	0	0	0	0	_	_	0	0	_	_	_	
Snowplow/Camper Package	47B	0	0	0	0	_	_	_	_	_	_	_	

^{1 =} Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only ★ = New for this model year

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450) OPTIONAL EQUIPMENT

		King Ranch®				Platinum				Limited			
		F- 250	F- 350 SR W	F- 350 DR W	F- 450	F- 250	F- 350 SR W	F- 350 DR W	F- 450	F- 250	F35 0 SR W	F- 350 DR W	F- 450
	Order Code	700 A	710 A		770 A	703 A	713 A	723 A	773 A	708 A		728 A	778 A
GROUPS/PACKAGES (see Packaged Options/Emissions page fo	r compl	ete co	ntent	and re	estrict	ions)	(conti	nued)					
Heavy-Service Front Suspension Package 10,000 GVWR/9,900 GVWR Package	67H	0	0	0	0	0	0	0	0	0	0	0	0
(10,000 GVWR Pkg. avail. on F-350 SRW only. 9,900 GVWR Pkg. avail. on F-250 only; NA w/★F-250 Trailer Tow High Capacity w/Ultimate Trailer Tow Camera System and Pro <i>Trailer Backup Assist</i> Package (53Q)	68D	0	0	_		0	0			0	0	_	_
11,400 (SRW Only)/13,000 (DRW Only) GVWR Package (see Packaged Options/Emissions page for availability)	68L	_	0	0	-	-	0	0	-	_	0	0	_
CNG/Propane Gaseous Engine Prep Package (avail. on F-250/F- 350 w/6.2L gas engine only) – Late Availability	98F	0	0	0		0	0	0	-	_	_	_	_
FUNCTIONAL Dual Battery (req. 6.2L. or 7.3L Gas engine)	0014	0	0	0		0	0	0					
Engine Block Heater	86M 41H	0	0	0	0	0	0	0	0	0	0	0	0
Transmission Power Take-Off Provision (includes Transmission mounted live drive and stationary mode PTO capability; req. Ten-Speed Transmission (F-250 NA w/6.2L engine; 6.2L engine req. 4.30 Final Drive Ratio)	62R	0	0	0	0	0	0	0	0	0	0	0	0
332 Amp Alternators (requires 6.7L Power Stroke® Diesel engine, Snow Plow Pkg. (473), Upfitter Switches (66S) and 110V/400W Outlet (43C))	67A	s	S	S	S	S	s	s	S	S	S	S	s
240 Amp Alternator (req. 6.2L engine; required w/Snow Plow Pkg. (473), Upfitter Switches (66S) and 110V/400W Outlet (43C) when ordered together)	67E	S/O	S/O	S/O	S/O	S/O	S/O	S/O	S/O	_	_	_	_
397 Amp Alternator (req. Dual Battery (86M) on 7.3L Gas engine(99N); NA w/6.2L Gas engine (996))	67B	0	0	0	0	0	0	0	0	0	0	0	0
5 th Wheel/Gooseneck Hitch Prep Package (NA w/85L Drop-in Bedliner, 85M Bed Mat)	53W	0	0	0	S	0	0	0	S	0	0	0	S
Adaptive Steering	60A	0	0	0	0	S	S	S	S	S	S	S	S
Skid Plates, Transfer Case & Fuel Tank (4x4 only) KEY EXTERIOR OPTIONS	41P	0	0	0	0	0	0	0	0	0	0	0	0
Quad Beam LED Headlamps, LED Fog Lamps and LED Taillamps	59Q	O – P-	O – P-	O – P-	O – P-	S	S	S	S	S	S	S	S
Extended Running Board, 6" Angular Chrome	18D	96K	96K O	96K O	96K O	_	_	_	_	_	_	_	_
		0	0	S	S	0	0	S	S			S	S
LED Roof Clearance Lights	592				\cap				Ü	0	0		
	592 18E	O – P-	O – P-	O – P- 96K	O – P- 96K	S	S	S	S	s	s	S	S
LED Roof Clearance Lights Power-Deployable Running Boards (includes Front Splash Guards/Mud Flaps on F-350 DRW) Tailgate Step (includes step and handle) Tough Bed® (spray-in bedliner) (includes tailgate-Guard, black box	18E 85G	O – P- 96K O	O – P- 96K O	P- 96K O	P- 96K O	S	S	S	S	S	S	S	S
LED Roof Clearance Lights Power-Deployable Running Boards (includes Front Splash Guards/Mud Flaps on F-350 DRW) Tailgate Step (includes step and handle) Tough Bed® (spray-in bedliner) (includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts)	18E	O – P- 96K	O – P- 96K	P- 96K	P- 96K				S	S	S	S	
LED Roof Clearance Lights Power-Deployable Running Boards (includes Front Splash Guards/Mud Flaps on F-350 DRW) Tailgate Step (includes step and handle) Tough Bed® (spray-in bedliner) (includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts) KEY INTERIOR OPTIONS	18E 85G	O – P- 96K O	O – P- 96K O	P- 96K O	P- 96K O	S	S	S	S	S	S	S	S
LED Roof Clearance Lights Power-Deployable Running Boards (includes Front Splash Guards/Mud Flaps on F-350 DRW) Tailgate Step (includes step and handle) Tough Bed® (spray-in bedliner) (includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts) KEY INTERIOR OPTIONS Moonroof, Power (Twin Panel; includes map lights and Moonroof switches)	18E 85G	O – P- 96K O	O - P- 96K O	P- 96K O	P- 96K O	S	S	S	S	S	S	S	S
LED Roof Clearance Lights Power-Deployable Running Boards (includes Front Splash Guards/Mud Flaps on F-350 DRW) Tailgate Step (includes step and handle) Tough Bed® (spray-in bedliner) (includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts) KEY INTERIOR OPTIONS Moonroof, Power (Twin Panel; includes map lights and Moonroof switches) Rapid-Heat Supplemental Cab Heater (Optional in all states with 6.7L Power Stroke® Diesel engine)	18E 85G 85S	O - P- 96K O O	O - P- 96K O O	P- 96K O O	P- 96K O O	S	S	S O	s s o	S S O	S S O	S S O	S O
LED Roof Clearance Lights Power-Deployable Running Boards (includes Front Splash Guards/Mud Flaps on F-350 DRW) Tailgate Step (includes step and handle) Tough Bed® (spray-in bedliner) (includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts) KEY INTERIOR OPTIONS Moonroof, Power (Twin Panel; includes map lights and Moonroof switches) Rapid-Heat Supplemental Cab Heater (Optional in all states with 6.7L Power Stroke® Diesel engine) Upfitter Switches; six (6) located in overhead console (6.7L Power Stroke® Diesel engine req. 240 Amp Alternator (67D))	18E 85G 85S	O - P- 96K O O	O - P- 96K O O O- P- 96K	P- 96K O O O- P- 96K	P- 96K O O O- P- 96K	S 0	S O	s 0	s s o	S S O	\$ \$ 0	\$ \$ 0	S 0
LED Roof Clearance Lights Power-Deployable Running Boards (includes Front Splash Guards/Mud Flaps on F-350 DRW) Tailgate Step (includes step and handle) Tough Bed® (spray-in bedliner) (includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts) KEY INTERIOR OPTIONS Moonroof, Power (Twin Panel; includes map lights and Moonroof switches) Rapid-Heat Supplemental Cab Heater (Optional in all states with 6.7L Power Stroke® Diesel engine) Upfitter Switches; six (6) located in overhead console (6.7L Power Stroke® Diesel engine req. 240 Amp Alternator (67D)) Premium Floor Covering – Vinyl (incl. all-weather Floor Mats and carpeted floor mats) Note: Vinyl Flooring replaces carpet flooring	18E 85G 85S 43V 41A 66S 16P	O - P- 96K O O O P- 96K O O O	O - P- 96K O O - P- 96K O O O O O O O O O O O O O O O O O O O	P- 96K O O O- P- 96K O O	P- 96K O O O- P- 96K O O	s o o o o o	s o o o o o	s 0 0 0	s s o o o o o	\$ S O S O	\$ S S O S O S	\$ S O S O	\$ 0 \$ 0 \$
LED Roof Clearance Lights Power-Deployable Running Boards (includes Front Splash Guards/Mud Flaps on F-350 DRW) Tailgate Step (includes step and handle) Tough Bed® (spray-in bedliner) (includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts) KEY INTERIOR OPTIONS Moonroof, Power (Twin Panel; includes map lights and Moonroof switches) Rapid-Heat Supplemental Cab Heater (Optional in all states with 6.7L Power Stroke® Diesel engine) Upfitter Switches; six (6) located in overhead console (6.7L Power Stroke® Diesel engine req. 240 Amp Alternator (67D)) Premium Floor Covering – Vinyl (incl. all-weather Floor Mats and carpeted floor mats) Note: Vinyl Flooring replaces carpet flooring Adaptive Cruise Control and Collision Warning with Brake Support Floor Mats, All-Weather	18E 85G 85S 43V 41A 66S 16P 527 16S	O - P- 96K O O O O O O O	O - P- 96K O O O O O O O	P- 96K O O O- P- 96K O O	P- 96K O O O P- 96K O O O	s o o o o so	\$ 0 0 0 0 0 \$0	\$ 0 0 0 0 0 \$0	\$ \$ 0 0 0 0 0 \$0	s s o s o s o	s s o s o s o	s s o s o s o	S O S O S O
LED Roof Clearance Lights Power-Deployable Running Boards (includes Front Splash Guards/Mud Flaps on F-350 DRW) Tailgate Step (includes step and handle) Tough Bed® (spray-in bedliner) (includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts) KEY INTERIOR OPTIONS Moonroof, Power (Twin Panel; includes map lights and Moonroof switches) Rapid-Heat Supplemental Cab Heater (Optional in all states with 6.7L Power Stroke® Diesel engine) Upfitter Switches; six (6) located in overhead console (6.7L Power Stroke® Diesel engine req. 240 Amp Alternator (67D)) Premium Floor Covering – Vinyl (incl. all-weather Floor Mats and carpeted floor mats) Note: Vinyl Flooring replaces carpet flooring Adaptive Cruise Control and Collision Warning with Brake Support Floor Mats, All-Weather	18E 85G 85S 43V 41A 66S 16P 527	O - P- 96K O O O O O O	O - P- 96K O O - P- 96K O O O O O O O O O O O O O O O O O O O	P- 96K O O O- P- 96K O O	P- 96K O O O P- 96K O O O	s o o o o s	\$ 0 0 0 0 \$	s o o o s	\$ \$ 0 0 0 0 \$	\$ S O S O S	\$ S O S O S	\$ S O S O S	\$ 0 \$ 0 \$
LED Roof Clearance Lights Power-Deployable Running Boards (includes Front Splash Guards/Mud Flaps on F-350 DRW) Tailgate Step (includes step and handle) Tough Bed® (spray-in bedliner) (includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts) KEY INTERIOR OPTIONS Moonroof, Power (Twin Panel; includes map lights and Moonroof switches) Rapid-Heat Supplemental Cab Heater (Optional in all states with 6.7L Power Stroke® Diesel engine) Upfitter Switches; six (6) located in overhead console (6.7L Power Stroke® Diesel engine req. 240 Amp Alternator (67D)) Premium Floor Covering – Vinyl (incl. all-weather Floor Mats and carpeted floor mats) Note: Vinyl Flooring replaces carpet flooring Adaptive Cruise Control and Collision Warning with Brake Support Floor Mats, All-Weather 2nd Row Heated Seat LPO/FLEET OPTIONS (Requires Valid FIN Code) Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) (On/Off Cluster Controllable)	18E 85G 85S 43V 41A 66S 16P 527 16S 90R	O - P- 96K O O O O O F	O - P- 96K O O O O O O O F	P- 96K O O O- P- 96K O O O O	P- 96K O O O- P- 96K O O O O O	\$ 0 0 0 0 \$0\$	% O O O O %O%	\$ 0 0 0 0 \$0\$	% % O O O O O ØOØ	\$ S O S O S O S O S	\$ S O S O S O S O S	\$ S O S O S O S O S	S O S O S F
LED Roof Clearance Lights Power-Deployable Running Boards (includes Front Splash Guards/Mud Flaps on F-350 DRW) Tailgate Step (includes step and handle) Tough Bed® (spray-in bedliner) (includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts) KEY INTERIOR OPTIONS Moonroof, Power (Twin Panel; includes map lights and Moonroof switches) Rapid-Heat Supplemental Cab Heater (Optional in all states with 6.7L Power Stroke® Diesel engine) Upfitter Switches; six (6) located in overhead console (6.7L Power Stroke® Diesel engine req. 240 Amp Alternator (67D)) Premium Floor Covering – Vinyl (incl. all-weather Floor Mats and carpeted floor mats) Note: Vinyl Flooring replaces carpet flooring Adaptive Cruise Control and Collision Warning with Brake Support Floor Mats, All-Weather 2nd Row Heated Seat LPO/FLEET OPTIONS (Requires Valid FIN Code) Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) (On/Off Cluster Controllable) Upfitter Interface Module	18E 85G 85S 43V 41A 66S 16P 527 16S 90R	O - P- 96K O O O O O O O O O O O O O O O O O O O	O - P- 96K O O O O O O O O O O O O O O O O O O O	P- 96K O O O- P- 96K O O O O	P- 96K O O O- P- 96K O O O O	8 0 0 0 0 0 80 8	\$ 0 0 0 0 0 \$0\$	\$ 0 0 0 0 0 \$0\$	s s o o o o sos	\$ S O S O S O S	\$ S O S O S O S	s s o s o s o s	\$ 0 \$ 0 \$ 0 \$ 5
LED Roof Clearance Lights Power-Deployable Running Boards (includes Front Splash Guards/Mud Flaps on F-350 DRW) Tailgate Step (includes step and handle) Tough Bed® (spray-in bedliner) (includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts) KEY INTERIOR OPTIONS Moonroof, Power (Twin Panel; includes map lights and Moonroof switches) Rapid-Heat Supplemental Cab Heater (Optional in all states with 6.7L Power Stroke® Diesel engine) Upfitter Switches; six (6) located in overhead console (6.7L Power Stroke® Diesel engine req. 240 Amp Alternator (67D)) Premium Floor Covering – Vinyl (incl. all-weather Floor Mats and carpeted floor mats) Note: Vinyl Flooring replaces carpet flooring Adaptive Cruise Control and Collision Warning with Brake Support Floor Mats, All-Weather 2nd Row Heated Seat LPO/FLEET OPTIONS (Requires Valid FIN Code) Daytime Running Lamps (DRL) the non-controllable 942 Daytime Running Lamps (DRL) (On/Off Cluster Controllable) Upfitter Interface Module LPO/FLEET OPTIONS (Requires Valid FIN Code) (continued) FORD ACCESSORIES, PRE-INSTALLED Aluminum Crossbed Toolbox by Weather Guard (Defender Series) —	18E 85G 85S 43V 41A 66S 16P 527 16S 90R	O - P- 96K O O O O O F	O - P- 96K O O O O O O O F	P- 96K O O O- P- 96K O O O O	P- 96K O O O- P- 96K O O O O O	\$ 0 0 0 0 \$0\$	% O O O O %O%	\$ 0 0 0 0 \$0\$	% % O O O O O ØOØ	\$ S O S O S O S O S	\$ S O S O S O S O S	\$ S O S O SOS	S O S O S F
LED Roof Clearance Lights Power-Deployable Running Boards (includes Front Splash Guards/Mud Flaps on F-350 DRW) Tailgate Step (includes step and handle) Tough Bed® (spray-in bedliner) (includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts) KEY INTERIOR OPTIONS Moonroof, Power (Twin Panel; includes map lights and Moonroof switches) Rapid-Heat Supplemental Cab Heater (Optional in all states with 6.7L Power Stroke® Diesel engine) Upfitter Switches; six (6) located in overhead console (6.7L Power Stroke® Diesel engine req. 240 Amp Alternator (67D)) Premium Floor Covering – Vinyl (incl. all-weather Floor Mats and carpeted floor mats) Note: Vinyl Flooring replaces carpet flooring Adaptive Cruise Control and Collision Warning with Brake Support Floor Mats, All-Weather 2nd Row Heated Seat LPO/FLEET OPTIONS (Requires Valid FIN Code) Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) (On/Off Cluster Controllable) Upfitter Interface Module LPO/FLEET OPTIONS (Requires Valid FIN Code) (continued) FORD ACCESSORIES, PRE-INSTALLED	18E 85G 85S 43V 41A 66S 16P 527 16S 90R 942 18A	O - P- 96K O O O O O F F	O - P- 96K O O O O O O F F	P- 96K O O O- P- 96K O O O O F	P- 96K O O O- P- 96K O O O O O F F	\$ 0 0 0 0 \$0\$ F F	\$ 0 0 0 0 \$0\$ F F	S O O O O SOS F F	\$ \$ 0 0 0 0 \$0\$ F F	S S O S O S O S F F	\$ S O S O S O S F F	S S O S O S O S F F	S O S O S F F

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

		King Ranch®			Platinum				Limited				
		F- 250	F- 350 SR W	F- 350 DR W	F- 450	F- 250	F- 350 SR W	F- 350 DR W	F- 450	F- 250	F35 0 SR W	F- 350 DR W	F- 450
	Order Code	700 A	710 A	720 A	770 A	703 A	713 A	723 A	773 A	708 A	718 A	728 A	778 A
Gooseneck Dual Hitch Kit-15E – F-450 only (includes one (1) 2 5/16" Gooseneck ball, one (1) 3" Gooseneck ball and two (2) safety chain tie-down bars; NA w/85L Drop-in Bedliner or 85M Bed Mat)	15E	_	_	_	0	_	_	_	0	_	_	ı	0
Individual Trailer TPMS (Includes six (6) TPMS sensors) Note: Trailer TPMS sensors only compatible on wheels with a .452' diameter valve stem	65A	0	0	0	0	0	0	0	0	0	0	0	0
Customer-Placed Trailer Camera	65B	0	0	0	0	0	0	0	0	0	0	0	0
Individual Trailer TPMS/Customer-Placed Trailer Camera (NA w/Rear CHMSL Camera (873)) Note: Trailer TPMS sensors only compatible on wheels with a .452' diameter valve stem	653	0	0	0	0	0	0	0	0	0	0	0	0
Wheel Locks (regs. 20" wheels)	94W	0	0	_	_	0	0			0	0	_	
Hood Deflector – Black Molded	87H	0	0	0	0	0	0	0	0	0	0	0	0
Stowable Loading Ramps (NA with Aluminum Toolbox (62X/62Y); reqs. Second unit body)	52R	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Safe by Console Vault (reqs. Seat-Bucket 40-20 Bridge-40)	21X	0	0	0	0	0	0	0	0	0	0	0	0
Drop-in Bedliner (NA with all Gooseneck features (53W, 15E, 15J, 15K))	85L	0	0	0	_	0	0	0	_	0	0	0	_
★Tonneau Pickup Box Cover – Soft Folding (NA w/Aluminum Crossbed Toolbox (62X/62Y), Stowable Loading Ramps (52R) or Drop-in Bedliner (85L)	21D	0	0	0	0	0	0	0	0	0	0	0	0
★Tonneau Pickup Box Cover – Hard Folding (NA w/Aluminum Crossbed Toolbox (62X/62Y), Stowable Loading Ramps (52R) or Drop-in Bedliner (85L)	21E	0	0	0	0	0	0	0	0	0	0	0	0
★Tonneau Pickup Box Cover – Retractable (NA w/Aluminum Crossbed Toolbox (62X/62Y), Stowable Loading Ramps (52R) or Drop-in Bedliner (85L)	21J	0	0	0	0	0	0	0	0	0	0	0	0
Wheel Well Liner, Front (DRW only)	61L	_	_	0	0	_	_	0	0	_	_	0	0
Wheel Well Liner, Front/Rear (SRW only; Rear is already standard)	61N	0	0	_	_	0	0	_	_	0	0	_	_
Bed Mat (NA with all Gooseneck features (53W, 15E, 15J, 15K), 85L Drop-in Bedliner or 85S Tough Bed® (spray-in bedliner)	85M	0	0	0	0	0	0	0	0	0	0	0	0
Splash Guards/Mud Flaps Front (reqs. Splash Guards/Mud Flaps Rear (62S) for F250 & F350 SRW and DRW; standard on F-350 DRW when Deployable Running Boards (18E) are ordered; NA on 450)	61S	0	0	0	_	0	0	S	_	0	0	S	_
Splash Guards/Mud Flaps Rear (reqs. Splash Guards/Mud Flaps Front (61S) for F250 & F350 SRW and DRW; optional on F-350 DRW when Deployable Running Bards (18E) are ordered)	62S	0	0	0	0	0	0	0	0	0	0	0	0
Exterior Backup Alarm	76C	0	0	0	0	0	0	0	0	0	0	0	0
Gooseneck Hitch Kit (req. 53W 5 th Wheel/Gooseneck Hitch Prep Package; NA w/85L Drop-in Bedliner)	15J	0	0	0	_	0	0	0	_	0	0	0	_
5 th Wheel Hitch Kit-15L – includes 18k rated hitch for SRW (req. 53W 5 th Wheel/Gooseneck Hitch Prep Pkg. and 8-ft. box; NA w/85L Drop-in Bedliner or 85M Bed Mat)	15L	0	0	_	_	0	0	_	_	0	0	_	_
5th Wheel Hitch Kit-15K – includes 27.5k rated hitch for DRW (req. 53W 5th Wheel/Gooseneck Hitch Prep Pkg. and 8-ft. box; NA w/85L Drop-in Bedliner or 85M Bed Mat)	15K	_	_	0	0	_	_	0	0	_	_	0	0

^{1 =} Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

^{★ =} New for this model year

08/14/19

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

COLOR & TRIM AVAILABILITY

			Interior and	d Seat Color
	l de la companya de	NTERIOR COLOR	Medium Earth Gray	Medium Light Camel
XL	HD Vinyl 40/20/40 Split Bench w/center armrest, cupho manual lumbar (driver's side only)		AS	_
	 Cloth 40/20/40 Split Bench w/center armrest, cupholder manual lumbar (driver's side only) 	r and storage,	1S	_
	 Vinyl 40/Mini-Console/40, manual lumbar (driver's side 	only)	LS ¹	_
	• Cloth 40/Mini-Console/40, manual lumbar (driver's side	only)	4S ¹	-
XLT	 Cloth 40/20/40 split bench, 20% locking center under-se w/center armrest, cupholder and storage, four-way adjust driver/passenger headrests, manual lumbar (driver's side 	table e only)	3S	3A
	 Cloth 40/Console/40; four-way adjustable driver/passer manual lumbar (driver's side only); Flow-through Console outlet in rear (SuperCab & Crew Cab only; 4x4 req. ESO 	with 110V/400W	2S	2A
	EXTERIOR COLOR	Monotone	Avail	ability
XL				
Agate	e Black ²	UM	•	_
Blue	Jeans ²	N1	•	_
	Silver ²	JS	•	_
Magn		J7	•	_
	d White	Z1	•	_
Race		PQ D1	•	_
→Voloo	e Gray ² ity Blue ² , ³	E7		_
XLT	ity blue ,	E/	, and the second	_
	Black ²	UM	•	•
	Jeans ²	N1	•	•
	: Silver ²	JS	•	•
	Red Metallic Tinted Clearcoat ⁴	D4	•	•
Magn		J7	•	_
	d White	Z 1	•	•
Race		PQ	•	•
	Spruce ²	BN	_	•
	e Gray ²	D1	•	•
	ity Blue ²	E7	•	•
	T ONLY EXTERIOR COLOR – (REQUIRES VALID FIN CODE)5,6	Monotone	Avail	ability
XL		OD		
★Green		GR W6	•	_
★Green ★Orang		MB	•	_
	ol Bus Yellow	BY	•	_
	illion Red	E4	•	_
*Yellov		AT	•	
XLT				
★Green	1	GR	•	•
★Green	n Gem	W6	•	•
⋆Oran		MB	•	•
	ol Bus Yellow	ВҮ	•	•
	illion Red	E4	•	•
★ Yellov	N	AT	•	•

¹ Fleet Only ² Metallic Paint

³ Requires STX Appearance Package (17S)

⁴ Extra Charge Paint ⁵ Fleet only exterior colors will be priced as VSO colors.

⁶ Not available with DRW or XLT Premium Package (17P)

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

COLOR & TRIM AVAILABILITY (cont.)

			Interio	or and Seat	Color	
	INTERIOR COLOR	Medium Light Camel	Black	Black / Dark Marsala	Java	Highland Tan
LARIAT	 Front Leather Seating Surfaces 40/Console/40; 10-way power driver and passenger seating (includes power lumbar), four-way adjustable driver/passenger headrests, matching 60/40 Rear Bench w/partitioned locking under-seat storage and 12V Powerpoint, Flow-through Console with 110V/400W outlet in rear 	5A	5B	_	_	
	 Front Leather Seating Surfaces 40/20/40 Split Bench; 10-way power driver and passenger seating (includes power lumbar), four-way adjustable driver/passenger headrests, matching 60/40 Rear Bench w/partitioned locking under-seat storage and 12V Powerpoint 	6A	6B	_	_	
KING RANCH®	Unique King Ranch® Kingsville Antique Affect Leather Seating Surfaces Front 40/Console/40 w/matching 60/40 Rear Bench w/partitioned locking under-seat storage and 12V Powerpoint, dual integrated cupholders in armrest and 2 outboard head restraints; 10-way power (includes power lumbar), memory, easy-entry/exit driver's seat, and heated/ventilated driver and passenger seating. Flow-through Console with 110V/400W outlet in rear.	_	_	_	SP	
PLATINUM	Unique Platinum Multi-contour Driver and Passenger Leather 40/console/40 Seats; 10-way power heated/ventilated driver and passenger seating (includes power lumbar), memory and four-way adjustable driver/passenger headrests; second row armrest. Flow-through Console with 110V/400W outlet in rear.	_	7B	BB	_	
LIMITED	 Unique Limited Highland Tan Two-tone Premium Luxury Leather Seating Surfaces, Multi-contour Driver and Passenger 40/console/40 Seats; 10-way power heated/ventilated driver and passenger seating (includes power lumbar), memory and four-way adjustable driver/passenger headrests; second row armrest. Flow-through Console with 110V/400W outlet in rear. 	_		_		TT

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

COLOR & TRIM AVAILABILITY (cont.)

	Two-Tone													
EXTERIOR COLOR	Monotone	Stone Gray (D1)	Magnetic (J7)			Availability	1							
LARIAT	1184			_	_									
Agate Black ¹	UM	_	_	•	•	_	_	_						
Blue Jeans ¹	N1	_	_	•	•	_	_	_						
★Iconic Silver ¹	JS	_	_	•	•	_	_	_						
★Rapid Red Metallic Tinted Clearcoat	D4	_	_	•	•	_	_	_						
Magnetic ¹	J7	_	_		•		_	_						
Oxford White	Z1	_	_	•	•	_	_	_						
Race Red	PQ		_	•	•	_	_							
Silver Spruce	BN	_	_	•	•	_	_	_						
★Star White Metallic tri-Coat	AZ	_	_	•	•	_	_	_						
Stone Gray ¹	D1	_	_	•	•	_	_	_						
★Velocity Blue ¹	E7	_	_	•	•	_		_						
*LARIAT SPORT APPEARANCE PACKAGE (1	7L)													
Agate Black ¹	UM	_	_	_	•	_	_	_						
Blue Jean ¹	N1	_	_	_	•	_	_	_						
★Iconic Silver ¹	JS	_	_	_	•	_	_	_						
★Rapid Red Metallic Tinted Clearcoat	D4	_	_	_	•	_	_	_						
Magnetic ¹	J7	_	_	_	•	_	_	_						
Silver Spruce ¹	BN	_	_	_	•	_	_	_						
★Star White Metallic tri-Coat	AZ	_	_	_	•	_	_	_						
★ Velocity Blue	E7	_		_	•	_	_	_						
LARIAT TWO-TONE (954)	_,													
Agate Black ¹	UM	D1	_	•	•		_							
Agate Black ¹	UM	Di	 J7		•	_	_							
Blue Jeans ¹	N1	_	J7		•	_								
Blue Jeans 1	N1 N1	 D1	J/	-	•	_	_							
		DI				_	_	_						
★ Iconic Silver ¹	JS 74	_	J7	•	•	_	_	_						
Oxford White	Z1	-	J7		•	_	_	_						
Oxford White	Z1	D1	_	•	•	_	_	_						
★Rapid Red Metallic Tinted Clearcoat	D4	D1		•	•	_	_	_						
★Rapid Red Metallic Tinted Clearcoat	D4	_	J7	_	•	_	_	_						
KING RANCH®		- 1												
Agate Black ¹	UM	D1	_				•	_						
Blue Jeans ¹	N1	D1	_	_	_	_	•	_						
★Rapid Red Metallic Tinted Clearcoat	D4	D1	_		_	_	•	_						
Oxford White	Z1	D1	_	_	_	_	•	_						
★Star White Metallic tri-Coat	AZ	D1	_	_	_	_	•	_						
KING RANCH® W/MONOCHROMATIC PAINT P	ACKAGE (96N	<u>(1)</u>												
Agate Black ¹	UM	_	_	_	_	_	•	_						
Blue Jeans ¹	N1	_	_	_	_	_	•	_						
Oxford White	Z1	_	_	_	_	_	•	_						
★Rapid Red Metallic Tinted Clearcoat	D4	_	_	_	_	_	•	_						
Silver Spruce ¹	BN	_	_	_	_	_	•	_						
Stone Gray ¹	D1	_	_	_	_	_	•	_						
★Star White Metallic tri-Coat	AZ	_	_	_	_	_	•	_						
PLATINUM														
Agate Black ¹	UM			_	•	•	_							
Blue Jeans ¹	N1	_	_	_	•	•	_	_						
★Iconic Silver ¹	JS	_	_	_	•	•	_							
Magnetic ¹	J7	_			•	•		_						
★Rapid Red Metallic Tinted Clearcoat	D4	_	_		•	_								
Silver Spruce ¹	BN BN				•			_						
★Star White Metallic tri-Coat	AZ	_	_		•	•								
★ Velocity Blue ¹	E7	_	_		•	_	_	_						
LIMITED	E/													
Agate Black ¹	1184							_						
Agate Black	UM	_	_		_	_	_	•						
★Iconic Silver ¹	JS	_	_	_	_	_	_	•						
★Rapid Red Metallic Tinted Clearcoat	D4		_					•						
Magnatia	J7	_	_	_	_	_	_	•						
Magnetic ¹														
★Star White Metallic tri-Coat Stone Gray ¹	AZ D1		_	_	_	_	_	•						

¹ Metallic Paint

^{★ =} New for this model year

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

PACKAGED OPTIONS/EMISSIONS

STX APPEARANCE PACKAGE (17S)

Availability:

Optional on XL

Not available with:

• XL Value Package (96V)

Includes:

- Bright Chrome Grille
- High Airflow Grille (std w/6.7L Diesel DRW only)
- Bright Hub Covers
- Chrome Front and Rear Step Bumpers
- Cruise Control (steering wheel-mounted)
- STX Fender Vent Badge
- 18" Sparkle Silver Painted Cast Aluminum Wheels (648) (F-250/F-350 SRW)
- LT275/65Rx18E BSW A/S (TCH)
- 17" Forged Polished Aluminum Wheels (F-350 DRW)
- 19.5" Forged Polished Aluminum Wheels (F-450)

Options Available:

- LT275/70Rx18E BSW A/T, 4x4 (TDX)
- LT275/70Rx18E OWL A/T, 4x4 (spare tire LT275/70Rx18E BSW A/T) (TDU)
- Floor Covering, color-coordinated full carpet with floor mats (16F)
- 6" Angular Chrome step bars (NA to Regular Cab)

XL VALUE PACKAGE (96V)

Availability:

Optional on XL

Not available with:

STX Appearance Package (17S)

Includes:

- Bright chrome hub covers and center ornaments (SRW Only)
- Chrome front and rear step bumper
- Cruise Control (steering wheel-mounted)

NOTE: Does not include rear bumper when ordered w/66D Pickup Box Delete

★FLEET DRIVER ASSISTANCE PACKAGE (96F)

Availability:

Optional on XL (Fleet only)

Not available with:

• Pickup Box Delete (66D)

Requires:

Power Equipment Package (90L)

Power I Includes:

- BLIS® (Blind Spot Information System) w/Cross-Traffic Alert and Trailer Tow (BLIS sensor in taillamp)
- Lane-Keeping Alert
- Pre-Collision Assist with Automatic Emergency Braking (AEB) and Forward Collision Warning

XL DÉCOR GROUP (17F)

Availability:

Optional on XL (Fleet only)

Includes:

- Bright chrome hub covers and center ornaments (SRW and 64J DRW Wheel only)
- Chrome front and rear step bumper

NOTE: Does not include rear bumper when ordered w/66D Pickup Box Delete

POWER EQUIPMENT GROUP (90L)

Availability:

- Optional on XL
- Standard on XLT and Lariat

Includes:

- Accessory delay
- Manual-folding, manually telescoping, power glass trailer tow mirrors with heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals (54K) (XL & XLT only)
- Advanced Security Pack (Incl. SecuriLock® Passive Anti-Theft System (PATS) and Inclination / Instrusion Sensors)
- Power locks
- Power Tailgate Lock
- Power 1st row (front-seat) windows w/one-touch up/down
- Power 2nd row (rear-seat) windows (SuperCab and Crew Cab)
- Power-folding, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, Utility Lighting System (LED Side-mirror Spotlights) (54F) (Lariat only)
- · Remote keyless-entry
- Upgraded door-trim panel on XL

Deletes:

· Passenger-side lock cylinder

Options Available:

 Power-folding, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, Utility Lighting System (LED Side-mirror Spotlights) (54F) (XLT only)

XLT VALUE PACKAGE (17V)

Availability:

Optional on XLT

Not available with:

XLT Premium Package (17P)

Includes:

- Autolock/Auto unlock
- Fog Lamps
- Power-Adjustable Pedals not available on regular cab
- Power Driver's Seat (eight-way)
- Reverse Sensing System (76Ř) (not included when ordered w/Pickup Box Delete (66D))
- SecuriCode™ keyless entry keypad (driver's side)

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

PACKAGED OPTIONS/EMISSIONS

XLT PREMIUM PACKAGE (17P)

Availability:

Optional on XLT SuperCab and Crew Cab

Not available with:

- Pickup Box Delete (66D)
- XLT Value Package (17V)

Requires:

- 17" Forged Polished Aluminum (64J) (F-350 DRW only)
- PowerScope® Trailer Tow Mirrors (54F)
- Fixed Rear-window w/Privacy Glass and Defrost (43B) or Power-Sliding w/Privacy Glass and Defrost (435)

Includes:

- 6" Angular Chrome step bars
- 18" Chrome PVD Aluminum Wheel (647) (SRW only)
- LT275/65Rx18E BSW A/S (TCH) (standard on SRW only)
- Autolock/Auto unlock
- Chrome exhaust tip
- Chrome tailgate handle; body-color door handles with chrome insert
- Chrome tow hooks front, two (2)
- Fog Lamps
- Power-Adjustable Pedals
- Power Driver seat w/heat (8-Way)
- Passenger seat w/heat (2-Way)
- Reverse Sensing System (76R)
- SecuriCode™ keyless entry keypad (driver's side)
- Unique chrome mirror caps

Options Available:

- Extended Running Boards, 6" Chrome Angular (18D)
- LT275/70Rx18E BSW A/T 4x4 (TDX)
- LT275/70Rx18E OWL A/T 4x4 (TDU)

LARIAT SPORT PACKAGE (17L)

Availability:

Optional on Lariat Crew Cab

Not available with:

- Camper Package (471)
- Snowplow/Camper Package (47B)

Requires:

- 4x4
- F-250 or F-350 SRW

Includes:

- 6" Ebony Black Angular Running Boards
- 20" Ebony Black Painted Premium Aluminum Wheel
- LT275/65R 20E OWL A/T (TCW)
- Body-color front and rear bumper
- Ebony Black Fender Vent Surround
- Ebony Black Painted front Grille Bars
- Ebony Black Painted Mirror Caps
- Headlamps Black out surrounds, LED only
- Tough Bed® (spray-in bedliner; includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts)
- Wheel Well Liner, Rear (61M)

LARIAT VALUE PACKAGE (96L)

Availability:

- Optional on Lariat
- Not available with:
- Lariat Ultimate Package (96U)

Includes:

- Easy Entry/Exit Memory Driver's Seat Feature
- LED Box Lighting (incl. LED Center High-Mounted Stop Lamp
- Power-Adjustable Pedals with Memory
- Power Heated/Ventilated Driver/Passenger Seat with Driver Side Memory
- PowerScope® Trailer Tow Mirrors with Memory
- Remote Start System

CHROME PACKAGE (17C)

Availability:

- Optional on Lariat SuperCab and Crew Cab
- Optional on King Ranch® 4x4
- Required with King Ranch® 4x2

Not available with:

Power-Deployable Running Boards (18E) on Lariat

Reauires:

Tailgate Step (85G) - King Ranch®

Includes:

- 6" Angular Chrome step bars (replaces Accent-color Illuminated tubular cab steps on King Ranch®)
- 18" Chrome PVD Wheel (647) (SRW only)
- Body-color door handles with chrome insert
- Chrome exhaust tip
- Chrome tow hooks front, two (2)
- LT275/65Rx18E BSW A/S (TCH) (standard on SRW only)
- Unique Chrome mirror caps
- Chrome front and rear bumpers King Ranch®
- Chrome rear tailgate appliqué King Ranch®
- Power-folding, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, Utility Lighting System(LED Side-mirror Spotlights) (54F)

Options Available:

- Extended Running Boards, 6" Chrome Angular (18D) (when King Ranch® Ultimate Pkg. 96K is ordered you will get Power-Deployable Running Boards)
- LT275/70Rx18E BSW A/T, 4x4 (TDX) (SRW only) LT275/70Rx18E OWL A/T, 4x4 (TDU) (SRW only)
- LT275/65Rx20E OWL A/T, 4x4 (TCW) (SRW only; includes 20" Chrome PVD Aluminum wheel (649); Spare is LT275/70Rx18E BSW A/T)

LARIAT ULTIMATE PACKAGE (96U)

Availability:

Lariat Crew Cab

Not available with:

Lariat Value Package (96L)

Includes:

- · Ambient Lighting Fixed Color
- LED Box Lighting (incl. LED Center High-Mounted Stop Lamp (CHMSL))
- Power-Adjustable Pedals with Memory
- Easy Entry/Exit Memory Driver's Seat Feature
- Power Heated/Ventilated Driver/Passenger Seat with Driver Side
- Intelligent Access with Push-button Start (PEPS)
- Power Telescoping/Tilt Steering Wheel/Column, memory and audio controls
- PowerScope® Trailer Tow Mirrors with Memory
- Remote Start System
- Remote Tailgate Release
- Tailgate Step
- Voice-activated Navigation System with HD and SiriusXM® Satellite Radio

★Wireless Charging Pad (only included when 40/console/40 seat is

KING RANCH® ULTIMATE PACKAGE (96K)

Availability:

Optional on King Ranch®

Includes:

- LED Fog Lamps
- LED Taillamps
- Quad LED Headlamps
- Moonroof (Twin Panel)
- Multi-contour Seats
- Power-Deployable Running Boards
- Tailgate Step

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

PACKAGED OPTIONS/EMISSIONS

KING RANCH® MONOCHROMATIC PAINT PACKAGE (96M)

Availability:

Optional on King Ranch®

Requires:

Chrome Package (17C)

Includes:

- Chrome front and rear bumpers
- Monochromatic Paint
- Monotone fender flares (F-450 DRW only)

Deletes:

Accent-color Wheellip moldings (SRW)

NOTE: If combined with Tremor Off-Road Package (17Y) bodycolor Wheellip moldings will be included

FX4 OFF-ROAD PACKAGE (17X)

Availability:

• Optional on all 4x4 Pickups

Not available with:

• Pickup Box Delete (66D)

Requires:

- 4x4
- All-Terrain Tires (F-250 and F-350)
- 225/70Rx19.5G BSW Traction Tires (F-450)
- Electronic-locking differential on SRW
- Limited-slip rear-axle DRW

Includes:

- Hill Descent Control™
- Off-Road Specifically tuned front/rear shock absorbers
- Transfer case and fuel tank skid plates
- Unique "FX4 Off-Road" box decal

★TREMOR OFF-ROAD PACKAGE (17Y)

Availability:

Optional on XLT, Lariat, King Ranch® and Platinum

Not available with:

- 8' Box
- Dual Rear Wheel (DRW)
- Pickup Box Delete (66D)
- Rear Stabilizer Bar (DZLAB)

Requires:

- 4x4
- 7.3L DECVT Gas engine (99N)
- 6.7L Power Stroke® Diesel engine (99T)
- F-250 w/ 6.7L Diesel Engine req. F-250 Trailer Tow High Capacity w/ Ultimate Trailer Tow Camera System and *Pro Trailer Backup Assist* Package (53Q) or F-250 Trailer Tow Package – High Capacity (535)
- Crew Cab

Includes:

- 35" Off-Road Tire LT285/75R18 (TFW)
- 18" Low-Gloss Black Painted Wheel (64É)
- Unique Front Springs Ride Height Increase
- Rear Electronic Locking Differential
- Front Limited Slip Differential
- Performance Front & Rear Shock Absorb
- Power Driver seat (8-Way) (XLT only)
- Off-Road Running Boards Textured Matte Finish
- Skid Plates Transfer Case and Fuel Tank (41P)
- Unique Front Air Dams Approach Angle Improvement
- Water Fording Vent Tubes Transfer Case & Axle
- Rock Crawl Mode
- Trail Control Mode
- Tremor Off-Road Decal
- Spare Conventional Road Wheel
- LT285/75R 18E BSW Spare Tire
- Wheellip Molding Body-Color

Options Available:

• Power-Deployable Running Boards (18E) - NA w/ XLT

F-250 TRAILER TOW PACKAGE – HIGH CAPACITY (535) Availability:

Optional on XL, XLT, and Lariat F-250

Not available with:

- 10,000 GVWR/9,900 GVWR Pkg. (68D)
- Pickup Box Delete (66D)

Reauires:

- 6.7L Power Stroke® Diesel engine (99T)
- Trailer Brake Controller (TBC) (52B) XL SRW

Includes:

- Increase GCW on diesel engine from 23,500 lbs. to 30,300 lbs.
- Upgraded axle

NOTE: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. See Supplemental Reference for vehicle height consideration.

★F-250 TRAILER TOW HIGH CAPACITY W/ ULTIMATE TRAILER TOW CAMERA SYSTEM PACKAGE AND PRO TRAILER BACKUP ASSIST (53Q)

Availability:

Optional on F-250

Not available with:

Pickup Box Delete (66D)

Requires:

- 6.7L Power Stroke® Diesel engine (99T)
- Power Equipment Group (90L) XL only
- STX Appearance Package (17S) XL only
- SYNC® 3 (913) XL only
- Trailer Brake Controller (52B) XL only

Includes:

- F-250 Trailer Tow Package High Capacity (535)
 - Upgraded Axe
- Increase GCW on diesel engine from 23,500 lbs. to 30,300 lbs.

★ Pro Trailer Backup Assist – std on King Ranch®, Platinum and Limited

- Ultimate Trailer Tow Camera System (874) std on King Ranch®, Platinum and Limited
 - Rear View Camera
 - 360 Degree Camera System
 - Rear CHMSL Camera
 - Trailer Reverse Guidance
 - LED Center High-Mounted Stop Lamp

NOTE: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. See Supplemental Reference for vehicle height consideration.

★ULTIMATE TRAILER TOW CAMERA SYSTEM W/ PROTRAILER BACKUP ASSIST PACKAGE (53R)

Availability:

- Optional on XL, XLT, and Lariat
- Standard on King Ranch®, Platinum, and Limited

Not available with:

• Pickup Box Delete (66D)

Requires:

- Power Equipment Group (90L) XL only
- STX Appearance Package (17S) XL only
- SYNC® 3 (913) XL only
- Trailer Brake Controller (52B) XL only

Includes:

★ Pro Trailer Backup Assist

- Ultimate Trailer Tow Camera System (874)
 - Rear View Camera
 - 360 Degree Camera System
 - Rear CHMSL CameraTrailer Reverse Guidance
 - LED Center High-Mounted Stop Lamp

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

PACKAGED OPTIONS/EMISSIONS

SNOW PLOW PREP PACKAGE (473)

Availability:

Optional on all 4x4 Pickups

Not available with:

- ★Tremor Off-Road Package (17Y)
- Heavy-Service Front Suspension Package (67H)
- Heavy-Service Package for Pickup Box Delete (63R)

Requires:

• 4x4

Includes:

- · Computer selected springs for snowplow application
- 200 Amp Alternator (67D)

Options Available:

• 240 Amp Alternator (67E) with 6.2L Gas Engine

NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details

NOTE 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow

CAMPER PACKAGE (471)

Availability:

- Optional on XL, XLT, Lariat and King Ranch®, Platinum (DRW)
 Not available with:
- 20" Wheels and Tires
- Pickup Box Delete (66D)
- Heavy-Service Front Suspension Package (67H)
- ★Tremor Off-Road Package (17Y)

Includes:

- Extra heavy-service front springs (4x2) (2 up upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment)
- Heavy-service front springs (4x4) (1 up upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment)
- Rear auxiliary springs (F-250 only; Std. on 350)
- Rear stabilizer bar (SRW only)
- Slide-in camper certification

NOTE 1: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific Trailer Towing or camper limits and corresponding required equipment, axle ratios and model availability.

NOTE 2: May result in deterioration of ride quality when vehicle is not equipped with camper

SNOWPLOW/CAMPER PACKAGE (47B)

Availability:

Optional on XL, XLT, Lariat, and King Ranch®

Not available with:

- 20" Wheels and Tires
- ★Tremor Off-Road Package (17Y)
- Heavy-Service Front Suspension Package (67H)
- Heavy-Service Package for Pickup Box Delete (63R)
- Pickup Box Delete (66D)

Requires:

4x4

Includes:

- Computer selected springs for snowplow application
- 200 Amp Alternator (67D)
- Heavy-service front springs (4x4) (1 up upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment)
- Rear auxiliary springs (F-250 only; Std. on 350)
- Rear stabilizer bar (SRW only)
- Slide-in camper certification

NOTE 1: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific Trailer Towing or camper limits and corresponding required equipment, axle ratios and model availability. Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. Expect firmer ride when vehicle is not equipped with snowplow and/or camper.

NOTE 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow and/or camper

HEAVY-SERVICE FRONT SUSPENSION PACKAGE (67H) Availability:

Optional on all Pickups

Usage

 Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR)

Not available with:

★Tremor Off-Road Package (17Y)

 Snow Plow Package (473), Camper Package (471) or Heavy-Service Package for Pickup Box Delete (63R)

Includes:

 Heavy-service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment)

NOTE 1: Vehicle ride height will increase w/the addition of this package.

NOTE 2: May result in deterioration of ride quality when vehicle is not equipped with front end utility attachment.

HEAVY-SERVICE PACKAGE FOR PICKUP BOX DELETE (63R)

Availability:

- Optional on XL and XLT
- F-250 and F-350 SRW

Not available with:

- 20" Wheels and Tires, Snow Plow Prep Package (473) or Heavy-Service Front Suspension Package (67H)
- Moonroof (Twin Panel) (43V)

Requires:

Pickup Box Delete (66D)

Includes:

- Heavy-service front springs (200 lbs. Upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment).
- Rear stabilizer bar
- Rear auxiliary springs (F-250 only; Std. on 350)

NOTE: Salesperson's Source book or Ford RV Trailer Towing

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

PACKAGED OPTIONS/EMISSIONS

Guide should be consulted for specific Trailer Towing or camper limits and corresponding required equipment, axle ratios and model availability.

10,000/9,900 GVWR PACKAGE (68D)

Availability:

Optional on F-250 and F-350 SRW

Not available with:

- Trailer Tow Pkg. High Capacity (535)
- ★F-250 Trailer Tow High Capacity w/ Ultimate Trailer Tow Camera System Package and *Pro Trailer Backup Assist* (53Q)
- 9,900 lbs. Gross Vehicle Weight Rating (F-250 SRW)
- 10,000 lbs. Gross Vehicle Weight Rating (F-350 SRW)

★F-350 GAS HEAVY-DUTY PAYLOAD PACKAGE (96G) – LATE AVAILABILITY

Availability:

- Optional on XL
- F-350
- Regular Cab

Not available with:

- 4x4
- Pickup Box Delete (66D)

Reauires:

- 6.2L Gas engine (996) with 3.73 Non-Limited-Slip final drive ratio (X37) – SRW only
- 6.2L Gas engine (996) with 4.30 Limited-Slip final drive ratio (X4L)
 DRW only

Includes:

- TorqShift®-G Six-Speed Automatic Transmission (44S) 6.2L Gas engine (996) only
- 40/Mini-Console/40
- 17" Forged Polished Aluminum wheels (64J) (four (4) exterior wheels; inner DRW are steel) – DRW only

NOTE: Package increases payload by reducing base curb weight

★F-350 DIESEL HEAVY-DUTY PAYLOAD PACKAGE (96H) – LATE AVAILABILITY

Availability:

- Optional on XL
- F-350
- Regular Cab
- DRW

Not available with:

- 4x4
- 6.2L Gas engine (996)
- ★7.3L DECVT Gas engine (99N)

Requires:

 6.7L Power Stroke® Diesel engine (99T) with 3.55 (X3K) or 4.10 (X4N) Limited-Slip final drive ratio

Includes:

- 40/Mini-Console/40
- 17" Forged Polished Aluminum wheels (64J) (four (4) exterior wheels; inner DRW are steel)

NOTE: Package increases payload by reducing base curb weight

11,400 (SRW)/13,000 (DRW Only) GVWR PACKAGE (68L) Availability:

- Optional on F-350 SRW:
 - 4x4 with 6.2L Gas Engine and 18" or 20" A/T Tires
 - o SuperCab 164" WB (8' box)
 - Crew Cab 176" WB (8' box)
 - 4x4 with 7.3L Gas Engine and 18" or 20" A/T Tires
 - SuperCab 164" WB (8' box)
 - o Crew Cab 176" WB (8' box)
 - 4x2 with 6.7L Power Stroke® Diesel engine and 18" A/S Tires
 - SuperCab 164" WB (8' box)
 - o Crew Cab 176" WB (8' box)
 - 4x4 with 6.7L Power Stroke® Diesel engine and any 18" or 20" tires
 - o Regular Cab 142" WB (8' box)
 - SuperCab 148" WB (6 3/4' box)
 - o SuperCab 164" WB (8' box)
 - o Crew Cab 160" WB (6 3/4' box)
- 4x4 with 6.7L Power Stroke® Diesel engine and any size tires
 Crew Cab 176" WB (8' box)
- Optional on F-350 DRW

Not available with:

- F-350 DRW w/Box Delete and 6.7L Diesel *Includes:*
- 11,400 lbs. Gross Vehicle Weight Rating
 - Available w/F350 SRW Pickups or Box Deletes w/:
 - 6.2L GAS (996) w/4x4 & w/18" or 20" A/T Tires w/:
 - o PU SUPERCAB LONG BOX 164 WB
 - o PU CREW CAB LONG BOX 176 WB
 - 7.3L GAS (99N) w/4x4 & w/18" or 20" A/T Tires w/:
 - PU SUPÈRCAB LONG BOX 164 WB
 - o PU CREW CAB LONG BOX 176 WB
 - 6.7L DIESEL (99T) w/4X2 & w/18" A/S Tires w/:
 - ∘ PU SUPERCAB LONG BOX 164 WB
 - o PU CREW CAB LONG BOX 176 WB
 - 6.7L DIESEL (99T) w/4X4 & w/any 18" or 20" Tires w/:
 - o PU REG CAB LONG BOX 142" WB
 - PU SUPERCAB SHORT BOX 148 WB
 - PU SUPERCAB LONG BOX 164 WB
 - o PU CREW CAB SHORT BOX 160 WB
 - 6.7L DIESEL (99T) w/4X4 & w/All Size Tires w/:
 - o PU CREW CAB LONG BOX 176 F WB
- 13,000 lbs. Gross Vehicle Weight Rating (F-350 DRW)

2020 SUPER DUTY® PICKUP

(F-250 / F-350 / F-450) PACKAGED OPTIONS/EMISSIONS

PICKUP BOX DELETE (66D)

Availability:

- Optional XL and XLT: F-250, F-350 SRW and F-350 DRW Pickups with long wheelbases
- Regular Cab 142" WB (8 ft. box)
- SuperCab 164" WB (8 ft. box)
- Crew Cab 176" WB (8 ft. box)

Usage:

 Incomplete vehicle package – req. further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements).

Not available with:

- ★7.3L Gas Engine (99N)
- 20" Wheels and Tires
- ★Tremor Off-Road Package (17Y)
- Moonroof (Twin Panel) (43V)
- Short Wheelbase Variants
- FX4 Off-Road Package (17X)

Deletes:

- Pickup Box and Tie-down hooks
- Tailgate
- Rear bumper
- Rearview Camera
- · Spare wheel, tire, carrier and jack
- 7/4 Pin Connector
- Center High-mounted Stop Lamp (CHMSL) (59H) (only on vehicles over 10,000 lbs. Gross Vehicle Weight Rating)

Options Available:

- Center High-mounted Stop Lamp (CHMSL) (59H) (only on vehicles over 10,000 lbs. Gross Vehicle Weight Rating)
- Rear View Camera and Prep Kit (872)

5TH WHEEL/GOOSENECK HITCH PREP PACKAGE (53W) *Availability*:

- · Optional on XL, XLT, Lariat King Ranch® and Platinum
- Standard on F-450

Not available with:

- Drop-in Bedliner (85L)
- Pickup Box Delete (66D)

Includes:

- Five (5) pickup bed attachment points w/plugs
- One (1) frame under-bed cross member
- One (1) integrated 7-pin connector on driver's side pickup bed wall
 5th Wheel Hitch Compatibility:
- The 5th Wheel/Gooseneck Prep Package (53W) is compatible w/the factory orderable 5th Wheel Hitch Kits (15K and 15L) and Dealer-installed Ford Accessories 5th Wheel Hitch kit by Reese part #BC3Z-19D520-A (8 ft. box only). The prep package is also compatible w/Reese Signature Series 5th wheel hitch kits updated w/a new Leg Service Kit Part# BC3Z-A00A25-A (8 ft. box only)
- The 5th Wheel Hitch Kit-15K, 5th Wheel Hitch Kit-15L and Dealer-installed Ford Accessories 5th Wheel Hitch kit by Reese part # BC3Z-19D520-A is not released to the short box (6.75 ft. box)

NOTE: The short pickup box provides less clearance between the cab and 5th wheel trailer compared to "long box" pickups. The receiver centerline of the hitch should be mounted at least two inches forward from the rear-axle of the truck chassis. When selecting a trailer and tow vehicle, it's critical that this combination provide clearance between the cab and tow vehicle for turns up to and including 90 degrees. Failure to follow this recommendation could result in the trailer contacting the cab of the tow vehicle during tight turns.

Gooseneck Hitch Compatibility:

The 5th Wheel/Gooseneck Prep Package (53W) is compatible only w/the factory orderable Gooseneck Hitch Kit-15J, Gooseneck Dual Hitch Kit-15E or Dealer-installed Ford Customer Accessories Gooseneck hitch by Reese – part # BC3Z-19F503-A (8 ft. box and 6.75 ft. box)

CNG/Propane GASEOUS ENGINE PREP PACKAGE (98F) – LATE AVAILABILITY

Availability:

Optional on all F-250 and F-350

Requires:

• 6.2L Gas Engine (996)

Includes:

- Hardened Engine Intake Valves and Valve Seats
- Bi-Fuel manifold

NOTE: This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped w/the standard factory gasoline fuel system. Additional equipment combined w/Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersquide

Ford Motor Company does not provide an exhaust or evaporative emissions certificate w/this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply w/all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or Propane complies w/U.S. Federal, California or Canadian exhaust and evaporative emission requirements, Federal fuel economy standards, U.S. and Canadian safety standards, labeling and any other requirements

REAR VIEW CAMERA AND PREP KIT (872)

Availability:

Optional on XL and XLT

Requires:

Pick Up Box Delete (66D)

Pre-installed Content Includes:

- Cab Wiring
- Frame Wiring to the rear most cross member
- Video Display
 - 4" display when ordered
 - -8" display when ordered with SYNC® 3

Upfitters kit Includes:

- · Camera with mounting bracket
- 14' jumper wire
- Camera mounting and aiming instructions

Vehicle Special Order (VSO)

FLEET ONLY. See www.fmcdealer.com for current VSO Order Guide. This live guide includes VSO option codes, descriptions and pricing. Email wsw.vsomail@ford.com or call 1.800.34.FLEET, menu 4 w/any VSO questions you may have

High Sulfur Diesel Fuel Usage

Vehicles for intended usage w/diesel fuel sulfur content greater than 15ppm require Euro II (>500ppm sulfur) or Euro III (<500ppm sulfur) packages to avoid engine functionality issues.

Packages are available through Export Order Guide w/the appropriate US EPA exemption or verifiable export usage.

NOTE: Post build modification kits are not available. Vehicles must be ordered correctly for the market that they are to be sold and operated in.

NOTE: JP8 fuel is supported and compatible w/these packages

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

PACKAGED OPTIONS/EMISSIONS

Leaded Fuel Capable

Package is available through Export Order Guide w/the appropriate US EPA exemption or verifiable market usage. **NOTE:** Post build modification kits are not available. Vehicles must be ordered correctly for the market that they are to be sold and operated in.

European Certified Headlamps

European certified headlamp package is available for export usage through Export Order Guide.

NOTE: Post build modification kits are not available. Vehicles must be ordered correctly for the market that they are to be sold and operated in.

MISCELLANEOUS OPTIONS

Standard on all Vehicles

★ = New for this model year

08/14/19

2020 SUPER DUTY® PICKUP (F-250 / F-350 / F-450) POWERTRAIN

ENGINE HORSEPOWER AND TORQUE RATINGS*

		NOMINAL	50-STATE				
		COMPRESSION	HORSEPOWER	TORQUE			
ENGINE	TRANSMISSION	RATIO	H.P. @ RPM*	FT. LBS. @ RPM			
ALL							
6.2L 2V Gas SOHC EFI NA V8	TorqShift®-G Six-Speed SelectShift® Automatic	TBD	TBD	TBD			
7.3L 2V Gas DEVCT PFI NA V8	TorqShift® Ten-Speed Automatic w/SelectShift®	TBD	TBD	TBD			
6.7L 4V OHV Power Stroke® V8 Turbo Diesel B20	TorqShift® Ten-Speed Automatic w/SelectShift®	TBD	TBD	TBD			

^{(1) 10,000} lbs. GVWR and Under (2) 10,001 lbs. GVWR and above

FUEL ECONOMY

TRUCKS W/GROSS VEHICLE WEIGHT RATINGS OVER 8,500 POUNDS ARE NOT INCLUDED IN THE EPA FUEL ECONOMY RATING SYSTEM. FUEL ECONOMY INFORMATION ON THESE MODELS IS GENERALLY NOT AVAILABLE BECAUSE OF WIDE VARIANCES IN VEHICLE LOADING AND OPERATIONAL CONDITIONS BETWEEN VARIOUS CUSTOMER APPLICATIONS.

- 32 -

				Public Notice	of Recommended	Award			
Bid Tabulation	Solicitation Number: Solicitation Name:	PD 19-20.034 2020 One (1)		XL Super Dut	y Super Cab or Equ	ivalent			
Bid Opening Time: Bid Opening Date: Bid Opening Location: Name of	2:00 PM 3/6/2020 Rm 11.407 f Bidder(s)	Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge- ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Base Bid Total
FL Auto, LLC dba	Beck Ford Lincoln	YES	NA	YES	YES	YES	NA	YES	\$29,629.00
Bozard	Ford Co	YES	NA	YES	YES	YES	NA	YES	\$28,608.00
Bids Opened By:	Paul R. Nobles, Purchas	ing Manager		Date:	3/6/2020			Status:	
Bids Tabulated By:	Paul R. Nobles, Purchas	ing Manager		Date:	3/7/2020		U	NDER REVIEW	
Bids Witnessed By:	Sherri Bonner			Date:	3/8/2020	CAR Date:	3/23/2020	BCC Date: 04/02/2020	4

Purchasing Manager/Designee recommends to the BOCC:

To award a contract to:

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing. Notes:

Bozard Ford Quoted from Florida Sheriff FSA 19-VAL27.0

Posted:

3/6/20 3:45 PM

Form Completed By:

SDB

DateAdded	CompanyName	EmailAddress	Subject	EventType
2/20/2020 10:35	Alan Jay Fleet Sales	gm.fleet@alanjay.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	ALAN JAY FLEET SALES	scott.wilson@alanjay.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	Alas Leasing	info@alasleasing.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	Automotive Concepts and Heavy Equipmet Ilc	gilmorejames47@gmail.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:36	Beck Automotive inc	brandysloan@checkbeck.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:36	Beck Automotive inc	paulf@beckfleet.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	Bozard Ford & Lincoln	jeaston@bozard.com	Escambia County - PD 19-20.034 Of	deliver
2/20/2020 10:35	Bozard Ford & Lincoln	windrow11@gmail.com	Escambia County - PD 19-20.034 Of	deliver
2/20/2020 10:35	Capital Volvo Truck and Trailer	billmaxwell@capitalvolvo.com	Escambia County - PD 19-20.034 Of	deliver
2/20/2020 10:35	Capital Volvo Truck and Trailer	cap95@aol.com	Escambia County - PD 19-20.034 Of	deliver
2/20/2020 10:35	Custom Truck and Body Works Inc	cody@customtruckandbodyworks.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	DeLand Nissan	howardwilliams@cfl.rr.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	Duval Ford	janet.connors@duvalford.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	Duval Ford	laura.torbett@duvalfleet.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	Duval Ford	richard.tackett@duvalford.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	Kia Autosport	sprahlad@kiaautosport.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	Landers McLarty DCJR	hsteedley@landersmclartydcj.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	MULLINAX FORD OF OSCEOLA COUNTY	smizrahi@mullinaxford.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	Palmetto Ford Truck Sales Inc.	crodgers@palmettotruck.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	Park Built Body Company	sales@parkbuiltbodyco.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	Pat's Pump & Blower	PatrickJ@Patspump.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	PETE MOORE CHEVROLET	benmyers@petemoore.com	Escambia County - PD 19-20.034 Of	deliver
2/20/2020 10:35	PETE MOORE CHEVROLET	jwilliams@petemoore.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:36	PETE MOORE CHEVROLET	kstrickland@petemoore.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	PETE MOORE CHEVROLET	lcutter@petemoore.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	PRESTIGE FORD	ejore@aol.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:36	Rosenbauer America	msmith@rosenbaueramerica.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	S&N Auto Locators Inc.	snautolocators@comcast.net	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	Sandy Sansing	hudsonl@sandysansing.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	Sunbelt Fire	kloper@sunbeltfire.com	Escambia County - PD 19-20.034 Of	deliver
2/20/2020 10:35	SUTHERLIN NISSAN MALL OF GA	cwarner@sutherlinnissan.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	Truck Equipment Sales	larry@truckequipmentsales.com	Escambia County - PD 19-20.034 OI	deliver
2/20/2020 10:35	We Get 4U LLC	support@weget4u.com	Escambia County - PD 19-20.034 Of	deliver
2/20/2020 10:35	WORLD FORD	bwells@worldford.com	Escambia County - PD 19-20.034 Of	deliver
2/20/2020 10:35	WORLD FORD	ksalter@worldford.com	Escambia County - PD 19-20.034 Of	deliver

Bid Distribution List

PD 19-20.034 One 2020 Ford F-250 or Equivalent

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
3/4/2020 8:47 Accenture		Jim	Bard	james.w.bard@accenture.com	Viewed	None
3/4/2020 8:47 Acce	enture	Jim	Bard	james.w.bard@accenture.com	Downloaded	None
2/21/2020 14:10 Bead	ch Bum Renovations & More LLC	Joel	Cook	beachbumrenovations@gmail.com	Viewed	None
2/21/2020 14:10 Bead	ch Bum Renovations & More LLC	Joel	Cook	beachbumrenovations@gmail.com	Downloaded	None
3/3/2020 9:07 Beck	Automotive inc	Brandy	Sloan	brandysloan@checkbeck.com	Viewed	None
3/3/2020 9:08 Beck	Automotive inc	Brandy	Sloan	brandysloan@checkbeck.com	Downloaded	None
2/20/2020 13:59 Boza	ard Ford & Lincoln	Jeff	Easton	jeaston@bozard.com	Viewed	None
2/20/2020 13:59 Boza	ard Ford & Lincoln	Jeff	Easton	jeaston@bozard.com	Downloaded	None
3/13/2020 10:04 Dodg	ge Data & Analytics	Swamy	Kalyan	s.kalyanaraman@construction.com	Viewed	VOSB (Veteran Owne
2/24/2020 13:11 fl res	search inc.	Rick	Cole	info@flresearch.com	Viewed	None
2/24/2020 13:12 fl res	search inc.	Rick	Cole	info@flresearch.com	Downloaded	None
2/29/2020 12:07 Flori	da Bid Reporting	Kila	Rus	kila@floridabid.com	Viewed	None
2/29/2020 1:20 Onlii	ne Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owned
2/21/2020 0:25 Onlin	ne Data Services LLC	Frank	Cobia	bids@f2technology.com	Downloaded	Minority Owned
3/9/2020 4:32 onvi	a	source	management	sourcemanagement2@onvia.com	Viewed	None
2/21/2020 17:59 onvi	a	source	management	sourcemanagement2@onvia.com	Downloaded	None
2/25/2020 0:40 Scho	ool Wholesale Supplies LLC	Jр	Das	jpdas@eii-usa.com	Viewed	None
3/3/2020 16:15 Wor	ld Ford Of Pensacola Fl	Jeff	Johnson	jjohnson@worldford.com	Viewed	None
3/3/2020 16:16 Wor	ld Ford Of Pensacola Fl	Jeff	Johnson	jjohnson@worldford.com	Downloaded	None



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17676 County Administrator's Report 8. 25.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Award of a Purchase Order for Two Ford Explorers or Approved

Equivalent for Engineering

From: PAUL NOBLES, Purchasing Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award of a Purchase Order for Two Ford Explorers or Approved Equivalent for Engineering - James Higdon, Division Manager, Public Works, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the County Administrator to sign a Purchase Order, in excess of \$50,000, for two Nissan Pathfinder 4X4's to Terry Taylor's DeLand Nissan, Inc., in the amount of \$53,340, per the terms and conditions for PD 19-20.028.

Vendor/Contractor	Amount	Contract Number
Terry Taylor's DeLand Nissan [Fund 175, Transportation Trust Fund; Cost Center 211101, Engineering Admin; Object Code 56401, Machinery & Equipment]	\$53,340	PD 19-20.028

Specification PD 19-20.028 was posted to Vendor Registry on February 14, 2020, and was issued to 52 registrants representing 35 firms. The solicitation was viewed by 12 firms and downloaded by seven.

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

- Bid Response from Terry Taylor's DeLand Nissan
- Recommendation to Award Determination Checklist

BACKGROUND:

Escambia County Construction Management Division is requesting replacement of the following vehicles with (2) 2020 Nissan Pathfinders (Model 25010) 4X4's as stated in the attached bid specifications:

- 2002 Chevy Silverado 1500 Regular Cab 4x2 Property #: 50271
- 2004 Chevy Silverado 1500 Regular Cab 4x4 Property #: 52838

These vehicles are used by the Construction Management Division staff, particularly Project Managers and Inspectors, to get to and from County project sites, meetings, etc., during normal working hours.

Justification for the replacements of these vehicles is as follows:

Vehicle #50271 is 17 years old with 93,798 miles. It has low miles on it because for the last 10 years it has not been driven as much as it was during its first six years of use. During the first six years, Construction Inspectors drove it averaging approximately 9,000 miles per year. The last 10 years, Project Managers have been driving it averaging approximately 4,000 miles per year. Due to the difference in their job roles and responsibilities, Project Managers do not use the vehicles as much as the Inspectors on a daily basis.

This vehicle needs the following repairs completed in order to get it back to safe working order:

- 1. New intake manifold gasket & water pump to fix coolant leak;
- 2. New valve cover gaskets to fix oil leak;
- 3. New alternator because battery is not charging;
- 4. New spark plugs and wires to fix rough idle; and
- 5. New brakes and rotors.

The estimated cost to repair the items above is approximately \$1,500. The resale for this vehicle is approximately \$300.

Vehicle #52838 is 15 years old with 145,129 miles. It needs the following repairs completed in order to get it back into safe working order:

- 1. New fuel pump/fuel pick up to fix rough idling;
- 2. New front oil seal is to fix leaking oil; and
- 3. New A/C compressor to fix intermittent working A/C.

The estimated cost to repair the items above is approximately \$2,500. The resale for this vehicle is approximately \$600.

There are safety features on modern vehicles that were not installed on the subject vehicles. These features include, but are not limited to:

- Back-up camera
- 911 Assist
- Roll Stability Control
- Side curtain and seat airbags
- Curve Control
- Pre-Collision Assist with Automatic Emergency Braking
- Tire Pressure Monitoring System
- Anti-Theft System
- Post-Crash Alert System

The subject vehicles will be transferred to Parks and Recreation's Department to be parted out to make an operable truck for use in daily operations at/around the County Equestrian Center. The Parks and Recreation's Department current truck is in bad shape and is need of repairs. Fleet Maintenance intends to take the best parts from the three trucks to make one operable truck for use at the County Equestrian Center, and then resale the other two surplus trucks via Escambia County procedures.

Specification PD 19-20.028 was posted to Vendor Registry on February 14, 2020, and was issued to 52 registrants representing 35 firms. The solicitation was viewed by 12 firms and downloaded by seven.

On February 28, 2020, three responsive bids were received as well as one non-responsive bid with an unsigned bid form. Of the three responsive bids, Terry Taylor's DeLand Nissan was deemed the lowest responsive bidder with a price per vehicle of \$26,670, and a total price for two units of \$53,340.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation with Addenda
Bid Tab Under Review
Bid Distribution List
Bid Analytics

ESCAMBIA COUNTY FLORIDA

INVITATION TO BID

RE-SOLICIT TWO 2020 FORD EXPLORERS 4X4 (K8B) OR APPROVED EQUIVALENT FOR ENGINEERING SPECIFICATION NUMBER PD 19-20.028

BIDS WILL BE RECEIVED UNTIL 2:00 PM CST, February 28, 2020

Office of Purchasing, Room 11.101 Matt Langley Bell, III Building 213 Palafox Place, Pensacola, FL 32502

A Pre-Solicitation Conference will be **NOT** be held.

Board of County Commissioners

Steven Barry, Chairman Robert D. Bender, Vice Chairman Jeff Bergosh Lumon J. May 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:

- 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…" <u>See</u> §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA INVITATION TO BID BIDDER'S CHECKLIST

RE-SOLICIT TWO 2020 FORD EXPLORERS 4X4 (K8B) OR APPROVED EQUIVALENT FOR ENGINEERING

SPECIFICATION PD 19-20.028

HOW TO SUBMIT YOUR BID:

Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:

 Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt.

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

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 TWO 2020 FORD EXPLORERS 4X4 (K8B) OR APPROVED EQUIVALENT FOR ENGINEERING PD 19-20.028

TABLE OF CONTENTS

Forms marked with an (* Asterisk) <u>must</u> be returned with the Bid. Forms marked with a (** Double Asterisk) <u>should</u> be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	1
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	3
Drug-Free Workplace Form **	5
Information Sheet for Transactions and Conveyances Corporate Identification **	6
List of General Terms and Conditions (Incorporated by Reference)	8
Special Terms and Conditions	10

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101 213 Palafox Place, Pensacola, FL 32502

Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Re-Solicit Two 2020 Ford Explorers 4x4 (K8B) or Approved Equivalent for Engineering

Solicitation Number PD 19-20.028

Solicitation

MAILING DATE: 02/14/2020

PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will NOT be held.

OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CST, February 28, 2020, 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
	Please see Special Terms
Delivery Date will be days after receipt of purchase order	and Conditions Section 8
Vendor Name:	Reason for No Offer
Address:	
City, ST. & Zip:	
Phone: ()	
Toll Free: ()	
Fax: ()	(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	
Year, Make, Model, and	
Model # of Vehicle being Bid:	
Model # of Vehicle being Bid:	r [K8B])
Pid for One (1) Unit \$	
Bid for One (1) Unit \$	
Total Bid for Two (2) Units \$	
Was Contract Pricing used? Yes No If yes, Bidder sh	all list contract organization
and contract number	

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (Sec. 46-110Local Preference in Bidding). Yes No			
	CONTRACTOR RE	<u>QUIREMENTS</u>	
Acknowledgment is hereby period:	made of receipt of the f	following addenda issued duri	ng the bidding
Addendum No	Date	Addendum No	Date
Addendum No	Date	Addendum No	Date
<u>(l</u>	PLEASE TYPE INFOR	MATION BELOW)	
	SEAL IF BID IS BY C	ORPORTATION	
State of Florida Department of Authority Document Nun	nber	Person to Contact Concern	•
Occupational License #		Phone:	
		E-Mail:	
		Person to Contact for Eme	ergency Service:
		Name:	
		Phone:	
		E-Mail:	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1.

This sworn statement is submitted to	
	(Print Name of Public Entity)
Ву	
(Print Individual's Nam	ne and Title)
For	
(Print Name of Entity Submittin	ng Sworn Statement)
Whose business address is:	
And (if applicable) its Federal Employer Identificat	tion Number (FEIN) is:
If the entity has no FEIN, include the Social Secur sworn statement:	ity Number of the Individual signing this

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, 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), <u>Florida Statutes</u>, 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	<u> </u>
My Commission Expires:	
(Printed Typed	l, or Stamped Commissioned Name of Notary Public
(i filited, i yped	, or starriped commissioned marrie or notary r ubit

	<u>Drug-Free Workplace Form</u>
The ur	ndersigned 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.

		(Pleas	se Circ	cle One)	
ls this a Florida Corporation:		<u>Yes</u>	or	<u>No</u>	
If not a Florida Corporation: In what state was it created: Name as spelled in that state:					-
What kind of corporation is it:	<u>"Fo</u>	r Profit"	or	"Not for Profit"	
ls it in good standing:		<u>Yes</u>	or	<u>No</u>	
Authorized to transact business in Flor	ida:	<u>Yes</u>	or	<u>No</u>	
State of Florida Department of State Certif	ficate o	of Authorit	y Doc	ument Number:	
Does it use a registered fictitious name	:	Yes	or	<u>No</u>	
Names of Officers:					
President:		Secretar	y:		
Vice President:		Treasure	r:		
Director:		Director:			
Other:		Other: _			
Name of Corporation (As Used in Florida (Spelled Exactly as it is Registe	,	ith the sta	ate or	Federal Government)	
, i				•	
Corporate Address:					
Post Office Box:					
City, State, Zip:				-	
Street Address:				_	
City, State, Zip:				_	

Please complete this form on the following page.

(Please provide both the Post Office Box and street address for mail and/or express delivery;

also for recorded instruments involving land.)

Information Sheet for Transactions and Conveyances Corporate Identification (Page 2 of 2)

Federal Identification Number:	
(For all instruments to be recorded, tax)	payer's identification is needed.)
Contact Person for Company:	
E-Mail:	Telephone:Facsimile:
Name of Individual Who Will Sign the	e Instrument on Behalf of the Company:
other officer shall have permission to si	shall be signed by the President or Vice President. Any gn via a resolution approved by the Board of Directors on tractor shall submit a copy of the resolution together with 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.

<u>BID INFORMATION</u>: 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

<u>The following General Terms and Conditions are incorporated by reference</u> (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. <u>General Information</u>

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 19-20.028, "Re-Solicit Two 2020 Ford Explorers 4x4 (K8B) or Approved Equivalent for Engineering", 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. <u>Conduct of Participants</u>

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 nonemployee 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. Vehicle Requirements

This solicitation is for the purchase of two Sport Utility Vehicles. The make and model used for purposes of a benchmark is a new/unused 2020 Ford Explorer 4x4 (Model K8B). The bid of equivalent or better non-Ford equipment is encouraged. Please see Section 10 below for more details regarding the bid of non-Ford equipment.

The base equipment shall include:

- A. Automatic Transmission
- B. Air Conditioning
- C. Power Steering
- D. Manual Door Locks and Windows (<u>typically standard through a cooperative purchasing agreement</u>).
- E. Anti-Lock Disc Brakes
- F. Standard AM/FM Radio
- G. Full-Size Spare Tire
- H. Exterior Color: White
- I. Interior Color: Darkest Cloth Available
- J. Engine: V6 (Ford comparison is the 3.3L Ti-VCT. <u>Turbo 4-cylinder models shall</u> not be accepted.)
- K. Front Floor Liners Ford model for comparison is "16N"

3. **Procurement Questions**

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. Last day for questions will be February 24, 2020 at 5:00 p.m. CST.

4. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink, and signed in the proper spaces.

Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

A Pre-Solicitation Conference will **NOT** be held.

6. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

7. <u>Delivery</u>

Delivery is requested no later than ninety (90) calendar days after receipt of purchase order or release order. An estimated time of arrival is to be noted on the Bid Form. Any delays beyond ninety (90) calendar days and any change in the estimated time of arrival shall be coordinated with the project manager for this solicitation.

With delivery of the vehicle, the vendor shall provide the County with the Manufacturer's Statement of Origin or Manufacturer's Certificate of Origin, as applicable. Delivery of the vehicle(s) shall not be accepted by the County and payment for the vehicle(s) shall not be made without the original Manufacturer's Statement of Origin or Manufacturer's Certificate of Origin, as applicable.

8. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court Attention: Accounts Payable 221 Palafox Place Pensacola, FL 32502

9. <u>Information and Descriptive Literature</u>

Offerors shall furnish all information requested and in the space provided on the Bid form, if any. Furthermore, each Offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

10. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance will also be considered. The County respectfully requests that any firm wishing to submit a bid on a make and model other than what is noted in Section 2 above submit vehicle make, model, and description for review and approval prior to the end of the period for submitting questions, the date and time of which are noted in Section 3

above. No pricing shall be submitted with the request for approval of a particular make/model.

Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

11. Equivalents

Please note the clause "manufacturers' name and approved equivalents" in general conditions on the cover sheet. In addition to the equivalency requirement, Vendors offering equivalent items shall meet the general design and style given for the "as specified" item.

Vendors offering equivalent to the "as specified" item(s) shall submit detailed specifications to the Office of Purchasing for evaluation purposes in their Bid Response. Each particular specification which the equivalent item does meet shall be listed along with detailed specification sheet.

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 <u>authorized</u> 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.

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. It will be the responsibility of the awarded Vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

14. Manuals

The following manuals, in the quantities indicated, shall be delivered with each piece of

equipment:

Operation manual 1 copy	Cost of Additional Copies \$
Parts manual 1 copy	Cost of Additional Copies \$
Repair manual 1 copy	Cost of Additional Copies \$

In addition to the above, the equipment shall be delivered with the following documents as applicable:

- A. Statement of origin
- B. Warranty certifications
- C. Copy of pre-delivery service report
- D. DHSMV-82040, Application for certificate of title/registration.
- E. Sales tax exemption form (if required).
- F. Forward all title work to:

Road Department/Fleet Division Attn: James Higdon 601 Highway 297-A Cantonment, Florida 32533

G. Check for excess mileage (when applicable) - Payable to, Clerk of the Circuit Court.

15. <u>Evaluation of Options</u>

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).

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

Award shall be made on an "all-or-none total" basis.

18. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice.

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish

the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

19. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

20. 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 32502 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.



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager Office of Purchasing

February 19, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 19-20.028 Re-Solicit Two (2) 2020 Ford Explorers (Model K8B) or Approved

Equivalent

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 provides for a clarification regarding a feature requested.

The solicitation called for "Manual Door Locks and Windows (typically standard through a cooperative purchasing agreement." This is an error.

Please bid on the trucks to include <u>Power Door Locks and Windows</u> (typically standard through a cooperative purchasing agreement). Bid responses specifying manual door locks and windows shall not be accepted.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Seffrey D. Lovingood

Jeffrey Lovingood Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: ____

JDL



Public Notice of Recommended Award										
Bid Tabulation	Solicitation Number: Solicitation Name:	PD 19-20.028 Re-Solicitaio	2 19-20.028 2-Solicitaion Two 2020 Ford Explorers (K8B) or Approved Equivalent for Engineering							
Bid Opening Time: Bid Opening Date: Bid Opening Location: Name o	2:00 PM 2/28/2020 Rm 11.407 f Bidder(s)	Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge- ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Price Per	TOTAL BID FOR (2) UNITS
FL Auto, LLC / E	Beck Ford Lincoln	YES	NA	YES	YES	YES	NO	YES	\$29,685.00	\$59,370.00
Bozard	Ford Co.	YES	NA	YES	YES	YES	NO	YES	\$28,078.00	\$56,156.00
Terry Taylors D	eLand Nissan Inc.	YES	NA	YES	YES	YES	YES .	YES	\$26,670.00	\$53,340.00
Pete Moo	re Chevrolet	NO	NA	YES	YES	YES	NO	YES	**	**
Bids Opened By: Bids Tabulated By:	Paul Nobles, Purchasin	g Manager		Date:	2/28/2020 2/28/2020		U	Status: NDER REVIEW		
Bids Witnessed By:	Sherri Bonner			Date:	2/28/2020	CAR Date:	3/23/2020	BCC Date: 04/02/2020		

Purchasing Manager/Designee recommends to the BOCC:

To award a contract to:

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing. Notes:

** PETE MOORE CHEVROLET NON-RESPONSIVE

Posted:

2/28/20 3:14 PM

Form Completed By:

. . .

PD 19-20.028
Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent

DateAdded	CompanyName	EmailAddress	Subject	EventType
2/14/2020 9:27	a&e land clearing inc	aelanclearing@aol.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Alan Jay Fleet Sales	gm.fleet@alanjay.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Alan Jay Fleet Sales	scott.wilson@alanjay.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Alas Leasing	info@alasleasing.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Automotive Concepts and Heavy Equipmet IIc	gilmorejames47@gmail.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Beck Automotive inc	brandysloan@checkbeck.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Beck Automotive inc	paulf@beckfleet.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Bozard Ford & Lincoln	jeaston@bozard.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Bozard Ford & Lincoln	windrow11@gmail.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Capital Volvo Truck and Trailer	billmaxwell@capitalvolvo.com	county - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Capital Volvo Truck and Trailer	cap95@aol.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Chalks Truck Parts	cparnell@chalks.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Chalks Truck Parts	rdavis@chalks.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Dana Safety Supply	jsizemore@danasafetysupply.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Dana Safety Supply	msevigny@1dss.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Dana Safety Supply	swells@danasafetysupply.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	DeLand Nissan	hpwardwilliams@cfl.rr.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	DeLand Nissan	kdye@delandnissan.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Duval Ford	janet.connors@duvalford.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Duval Ford	richard.tackett@duvalford.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	First Priority Emergency Vehicles	evogl@firstpriorityglobal.net	county - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	First Priority Emergency Vehicles	onlinebids@firstpriorityglobal.net	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Ingram Equipment	stevec@ingramequipment.net	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Jones Equpment Co. Inc.	jonesequipment@outlook.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Kia Autosport	sprahlad@kiaautosport.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	L. Pugh & Associates Inc	jlarson@lpugh.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Landers McLarty DCJR	hsteedley@landersmclartydcj.com	county - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Liberty Fire & Emergency Distributors	sales@libertyfiredist.com	county - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	McGee Commercial Tire & Services	pbrown1@mcgeetire.com	county - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	McGee Commercial Tire & Services	tthompso@mcgeetire.com	county - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	MULLINAX FORD OF OSCEOLA COUNTY	smizrahi@mullinaxford.com	county - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Palmetto Ford Truck Sales Inc.	crodgers@palmettotruck.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	ParaFlex Mobility Systems	duff@etrllc.org	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Park Built Body Company	sales@parkbuiltbodyco.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Pat's Pump & Blower	kfender@patspump.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Pat's Pump & Blower	patspump@aol.com	county - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:26	PETE MOORE CHEVROLET	benmyers@petemoore.com	county - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	PETE MOORE CHEVROLET	jwilliams@petemoore.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	PETE MOORE CHEVROLET	kstrickland@petemoore.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	PETE MOORE CHEVROLET	lcutter@petemoore.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	PRESTIGE FORD	ejore@aol.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	S&N Auto Locators Inc.	snautolocators@comcast.net	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Sandy Sansing	hudsonl@sandysansing.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver

PD 19-20.028 PD 19-20.028

Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent

DateAdded	CompanyName	EmailAddress	Subject	EventType
2/14/2020 9:27	SunSouth LLC	dcushman@sunsouth.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	SunSouth LLC	tblackmon@sunsouth.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	SUTHERLIN NISSAN MALL OF GA	cwarner@sutherlinnissan.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	Truckers Lighthouse	jeff@truckerslighthouse.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	We Get 4U LLC	support@weget4u.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	world ford	bwells@worldford.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver
2/14/2020 9:27	WORLD FORD	ksalter@worldford.com	County - PD 19-20.028 Re-Solicit Two New and Unused 2020 Ford Explorers (Model K8B) or Equivalent	deliver

Bid Analytics PD 19-20.028
Viewed by 12 firms and downloaded by 7 Two Ford Explorers for Engineering

2/14/2020 9:29 Beck Automotive incBrandySloanbrandysloan@checkbeck.comViewedNone2/14/2020 9:29 Beck Automotive incBrandySloanbrandysloan@checkbeck.comDownloadedNone2/14/2020 10:39 Bozard Ford & LincolnJeffEastonjeaston@bozard.comViewedNone2/14/2020 10:39 Bozard Ford & LincolnJeffEastonjeaston@bozard.comDownloadedNone2/18/2020 4:05 Construction JournalNancyRogersbids@thecj.comViewedNone	E	EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
2/14/2020 10:39 Bozard Ford & Lincoln Jeff Easton jeaston@bozard.com Viewed None 2/14/2020 10:39 Bozard Ford & Lincoln Jeff Easton jeaston@bozard.com Downloaded None	2/	['] 14/2020 9:29	Beck Automotive inc	Brandy	Sloan	brandysloan@checkbeck.com	Viewed	None
2/14/2020 10:39 Bozard Ford & Lincoln Jeff Easton jeaston@bozard.com Downloaded None	2/	['] 14/2020 9:29	Beck Automotive inc	Brandy	Sloan	brandysloan@checkbeck.com	Downloaded	None
	2/1	.4/2020 10:39	Bozard Ford & Lincoln	Jeff	Easton	jeaston@bozard.com	Viewed	None
2/18/2020 4:05 Construction Journal Nancy Rogers bids@thecj.com Viewed None	2/1	.4/2020 10:39	Bozard Ford & Lincoln	Jeff	Easton	jeaston@bozard.com	Downloaded	None
	2/	¹ 18/2020 4:05	Construction Journal	Nancy	Rogers	bids@thecj.com	Viewed	None
2/24/2020 21:25 DeLand Nissan Howard Williams howardwilliams@cfl.rr.com Viewed None	2/2	4/2020 21:25	DeLand Nissan	Howard	Williams	howardwilliams@cfl.rr.com	Viewed	None
2/24/2020 21:26 DeLand Nissan Howard Williams howardwilliams@cfl.rr.com Downloaded None	2/2	4/2020 21:26	DeLand Nissan	Howard	Williams	howardwilliams@cfl.rr.com	Downloaded	None
3/13/2020 10:05 Dodge Data & Analytics Swamy Kalyan s.kalyanaraman@construction.com Viewed VOSB (Veteran Owned Small Business)	3/1	.3/2020 10:05	Dodge Data & Analytics	Swamy	Kalyan	s.kalyanaraman@construction.com	Viewed	VOSB (Veteran Owned Small Business)
2/20/2020 7:16 MCNORTON MECHANICAL CONLYNN MCNORTON LMCNORTON@MCNORTONHVAC.COM Viewed None	2/	²⁰ /2020 7:16	MCNORTON MECHANICAL CO	N LYNN	MCNORTON	LMCNORTON@MCNORTONHVAC.COM	Viewed	None
2/21/2020 0:23 Online Data Services LLC Frank Cobia bids@f2technology.com Viewed Minority Owned	2/	²¹ /2020 0:23	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owned
2/14/2020 21:37 Online Data Services LLC Frank Cobia bids@f2technology.com Downloaded Minority Owned	2/1	.4/2020 21:37	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Downloaded	Minority Owned
3/9/2020 4:32 onvia source management sourcemanagement2@onvia.com Viewed None	3	3/9/2020 4:32	onvia	source	management	sourcemanagement2@onvia.com	Viewed	None
2/14/2020 18:33 onvia source management sourcemanagement2@onvia.com Downloaded None	2/1	.4/2020 18:33	onvia	source	management	sourcemanagement2@onvia.com	Downloaded	None
2/14/2020 10:48 PETE MOORE CHEVROLET Ben Myers benmyers@petemoore.com Viewed None	2/1	.4/2020 10:48	PETE MOORE CHEVROLET	Ben	Myers	benmyers@petemoore.com	Viewed	None
2/14/2020 14:00 PETE MOORE CHEVROLET Ben Myers benmyers@petemoore.com Downloaded None	2/1	.4/2020 14:00	PETE MOORE CHEVROLET	Ben	Myers	benmyers@petemoore.com	Downloaded	None
2/15/2020 1:08 School Wholesale Supplies LLC Jp Das jpdas@eii-usa.com Viewed None	2/	[′] 15/2020 1:08	School Wholesale Supplies LL	С Јр	Das	jpdas@eii-usa.com	Viewed	None
2/15/2020 1:08 School Wholesale Supplies LLC Jp Das jpdas@eii-usa.com Downloaded None	2/	['] 15/2020 1:08	School Wholesale Supplies LL	С Јр	Das	jpdas@eii-usa.com	Downloaded	None
2/14/2020 12:14 Smith Tractor Co.Inc. Richard Walther rwalther@smithtractorco.com Viewed None	2/1	.4/2020 12:14	Smith Tractor Co.Inc.	Richard	Walther	rwalther@smithtractorco.com	Viewed	None
2/19/2020 10:55 World Ford Of Pensacola Fl Jeff Johnson jjohnson@worldford.com Viewed None	2/1	.9/2020 10:55	World Ford Of Pensacola Fl	Jeff	Johnson	jjohnson@worldford.com	Viewed	None



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17610 County Administrator's Report 8. 26.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Contract Renewal for the First of Two Possible One-Year

Renewal Periods Related to PD 16-17.005 Pharmacy Services

for Escambia County Detention Center

From: PAUL NOBLES, Purchasing Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Renewal for the First of Two Possible
One-Year Renewal Periods Related to PD 16-17.005 Pharmacy Services for Escambia
County Detention Center - William R. Powell, Director, Corrections Department, and
Paul R. Nobles, Purchasing Manager, Office of Purchasing

That the Board award the first of two one-year renewal options allowed per the Agreement for PD 16-17.005, Pharmacy Services for Escambia County Detention Center with Diamond Drugs, Inc. d/b/a Diamond Pharmacy Services, with an estimated Fiscal Year 2019-2020 expenditure of \$1,421,383.

[Funding: Fund 001, General Fund; Cost Center 290402, Inmate Medical; Object Code 55201, Operating Supplies]

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

- Original Agreement
- Email from firm authorizing renewal.

BACKGROUND:

The Invitation to Bid PD 16-17.005 was advertised in the Pensacola News Journal on October 17, 2016. A Pre-Solicitation Conference was held on October 27, 2016. Representatives from four firms were in attendance. Four bids were received on December 1, 2016. One bid was determined to be non-responsive. A computation of the total weighted discount from the recognized industry database of Average Wholesale prices on a standard list of generic and brand specific

medications at the annual usage rates provided by the Jail Medical staff was performed by Whitney Lucas, Escambia County Corrections Finance Manager. The bid from Diamond Drugs Inc. d/b/a Diamond Pharmacy Services provided the lowest annual cost based on the highest overall discount rate and at a rate lower than was provided under the Cooperative Purchase Agreement MMCAP. The review of qualifications and discount rates was performed by the Jail Medical Staff and Diamond Drugs Inc. d/b/a Diamond Pharmacy, the current provider, is recommended for the award of the Agreement PD 16-17.005.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund; Cost Center 290402, Inmate Medical; Object Code 55201, Operating Supplies

LEGAL CONSIDERATIONS/SIGN-OFF:

Original Agreement prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will notify the vendor of the renewal and the Corrections Department will be the Contract Administrator for the Agreement.

	Attachments	
No file(s) attached.		



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17624 County Administrator's Report 8. 27.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Federal Transit Administration (FTA) FY2020 Annual

Certifications and Assurances for Escambia County Mass Transit

Dept.

From: TONYA ELLIS, Director, Mass Transit

Organization: Mass Transit

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Federal Transit Administration Fiscal Year 2020

Annual Certifications and Assurances for Escambia County - Tonya Ellis, Mass Transit

Department Director

That the Board take the following action concerning the Federal Transit Administration (FTA) Fiscal Year 2020 Annual Certifications and Assurances for Escambia County:

A. Approve and authorize the Chairman to sign the FTA Fiscal Year 2020 Certifications and Assurances for the Federal Transit Administration Assistance Programs; and

B. Approve and authorize the Senior Assistant County Attorney to sign the Affirmation of Applicant's Attorney declaration on the FTA Fiscal Year 2020 Certifications and Assurances for the Federal Transit Administration Programs.

BACKGROUND:

These Certifications and Assurances provide a basis for all financial, administrative, and accounting Agreements between the FTA and the grantee. Under the current FTA Authorization Act, entitled Fixing America's Surface Transportation (FAST), Escambia County will receive \$3,475,431 in Fiscal Year 2020 Federal Funding for Mass Transit. The Chairman and the Senior Assistant County Attorney must obtain passwords and PIN codes through the Transit Award Management System (TrAMS), the FTA electronic award system which was released in February 2016.

BUDGETARY IMPACT:

Annual Certifications and Assurances are mandatory to any agency applying for Federal and State funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, reviewed and approved the Certifications and Assurances as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is based on the Board of County Commissioners comprehensive plan - Mobility Element.

IMPLEMENTATION/COORDINATION:

Mass Transit staff will electronically file all required documentations; and will co-ordinate with the FTA and FDOT for all necessary funding activities.

Attachments

Certs and Assurances

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 C.F.R. Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 C.F.R. Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 C.F.R. Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 C.F.R. Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 C.F.R. Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 C.F.R. 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Part 200, particularly 2 C.F.R. §§ 200.317–200.326 "Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 C.F.R. Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 C.F.R. § 180.300. Additionally, each applicant must disclose any information required by 2 C.F.R. § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

The applicant certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), beginning on and after August 13, 2020, it will not use assistance awarded by FTA to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

Beginning on July 20, 2020, this certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 C.F.R. § 673.11(d). This certification is required by 49 C.F.R. § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

An applicant may make this certification only after fulfilling its safety planning requirements under 49 C.F.R. Part 673. If an applicant is making its fiscal year 2020 certifications prior to completing its requirements under 49 C.F.R. Part 673, it will make all other applicable certifications except this certification; the applicant may add this certification after it has fulfilled its requirements under 49 C.F.R. Part 673. FTA's regional offices and headquarters Office of Transit Safety and Oversight will provide support for incorporating this certification in 2020.

On and after July 20, 2020, FTA will not process an application from an applicant required to make this certification unless the applicant has made this certification.

6

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 C.F.R. Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 C.F.R. § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 C.F.R. § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2020, Pub. L. 116-93, div. C, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following

certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 C.F.R. § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 C.F.R. Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 C.F.R. § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 C.F.R. § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 C.F.R. § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. \S 5326(a).

The applicant certifies that it is in compliance with 49 C.F.R. Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 C.F.R. § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 C.F.R. Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 C.F.R. Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 C.F.R. § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. § 5323 (general provisions) and 5325 (contract requirements);

11

- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 C.F.R. Part 625.

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 C.F.R. § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 C.F.R. Part 655.

15

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 C.F.R. §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 C.F.R. part 659, "Rail Fixed Guideway Systems; State Safety Oversight";
- (b) Compliant with the requirements of 49 C.F.R. part 672, "Public Transportation Safety Certification Training Program"; and
- (c) Compliant with the requirements of 49 C.F.R. part 674, "Sate Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 C.F.R. Part 37, it must make the following certification. This certification is required by 49 C.F.R. § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the

Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Further Consolidated Appropriations Act, 2020, Pub. L. 116-94, div. H, title I, § 191.

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway

public transportation system, visit https://www.nist.gov/cyberframework and https://www.nist.gov/cyberframework and

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

FEDERAL FISCAL YEAR 2020 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name	of Applicant:	
The A	pplicant certifies to the applicable provisions of categories 01–20.	<u> </u>
	Or,	
The A	pplicant certifies to the applicable provisions of the categories it has	selected:
Cate	gory	Certification
01	Certifications and Assurances Required of Every Applicant	
02	Public Transportation Agency Safety Plans	
03	Tax Liability and Felony Convictions	
04	Lobbying	
05	Private Sector Protections	
06	Transit Asset Management Plan	
07	Rolling Stock Buy America Reviews and Bus Testing	
08	Urbanized Area Formula Grants Program	
09	Formula Grants for Rural Areas	
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	
13	State of Good Repair Grants	
14	Infrastructure Finance Programs	
15	Alcohol and Controlled Substances Testing	
16	Rail Safety Training and Oversight	
17	Demand Responsive Service	
18	Interest and Financing Costs	
19	Construction Hiring Preferences	
20	Cybersecurity Certification for Rail Rolling Stock and Operations	

$\frac{\textbf{FEDERAL FISCAL YEAR 2020 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE}}{PAGE}$

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2020)

AFFIRMATION OF APPLICANT

Escambia County B	Board of County	/ Commissioners
-------------------	-----------------	-----------------

Name	oftha	Ann	licent.
Name	or the	App	ncant:

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2020, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2020.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

any other statements made by me on behalf of the Applicant are true and accurate. Date: ____ Signature Steven Barry, Chairman Authorized Representative of Applicant Name AFFIRMATION OF APPLICANT'S ATTORNEY **Escambia County Board of County Commissioners** For (Name of Applicant): As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it. I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award. Signature Kristin D. Hual, Senior Assistant County Attorney _____ Attorney for Applicant Name Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year. ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT DEPUTY CLERK Approved as to form and legal sufficiency. By/Title: Kristin D. Hual, SACA Date: 03-02-2020

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and



Al-17655 County Administrator's Report 8. 28.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: The First Tee of Northwest Florida - "Golf Ball Gala"

From: Jeff Bergosh, Commissioner, District 1

Organization: Commissioner, District 1

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding for The First Tee of Northwest Florida - "Golf Ball Gala" - Commissioner Jeff Bergosh, District 1

That the Board approve the funding of \$2,500 to The First Tee of Northwest Florida - "Golf Ball Gala", from Commissioner Jeff Bergosh's discretionary money.

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

BACKGROUND:

The First Tee's mission is to impact the lives of youth in our community by promoting character and life-enhancing development through the game of golf. Since the organization was founded, no child has been turned away due to the inability to pay, due to partial or full scholarship funding. The Golf Ball Gala will take place April 10, 2020.

BUDGETARY IMPACT:

The Board approved \$50,000 in the Fiscal Year 2019-2020 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Budget Office will work with The First Tee of Northwest Florida, to obtain the necessary paperwork to process a payment voucher.

Attachments

The First Tee of Northwest Florida Funding Request Letter
First Tee Sponsorship Form



3924 W. Navy Blvd Pensacola, FL 32507 (850) 456-7010 www.thefirstteenwfl.org

Board of Directors Chairman Jack Zoesch Vice-Chairman Steve Herrmann Treasurer Judy Gund Secretary Peter Dyson Immediate Past Chairman Tony Capano

Staff
Executive Director
Marty Stanovich
Operations Director
Sarah Dimitroff
Program Director
Luticia Boozer
Tournament Director
Jennifer Hobbs
Program Assistant
Corwinn Toliver
Facility Manager
Vinh Le

Lead Coaches
Bailey Berry
Staats Howell
Ed Ingalls
Rod Kelley
Josh Meador
Sarge Richards
Scott Synoground
John Walker

Board Members Blake Baker Malcolm Ballinger Doug Bates Mickey Clinard Greg Davis David Hawkins Keith Hoskins Mike Kennedy Pete Lauter Kvm Lewis Jearl McCall Matt O'Neill Scott Pate Wanda Radcliffe Tom Richard Christine Schultz Beth Skarda Craig Smith Patricia Windham John Wright

Honorary Members
Richard Berg
Hiram & Bonnie Cook
Joe Durant
A. Downing Gray
Richard "Dickie" Mead
Jerry Pate
Adrian Stills
Bubba Watson

Dear Commissioner Bergosh,

On behalf of The First Tee of Northwest Florida and the Greater Pensacola Junior Golf Association, we want to thank you for your consideration of support towards our youth and our programs. Because of the generosity of our community, we have been able to share Golf Skills and Life Skills with almost 1,000 unique youth via our combined programs throughout Northwest Florida. Your support truly helps us to build the next generation of golfers, but even more importantly—young leaders who will shape our community and our world for generations to come.

The First Tee of Northwest Florida is a non-profit 501(c)(3) that receives no direct funding from The First Tee national organization—all money is raised locally and spent locally. With less than one dollar out of every five of our annual budget coming from a participant fee—and a large number of participants on half and full scholarships. In the 15 years since our Chapter's founding, no child has ever been turned away from participating due to inability to pay. This is what makes your support so important.

Your donation will help us advance our mission of impacting the lives of youth in our community by promoting character development and the life-enhancing "Nine Core Values" through the great game of golf. We are committed to reaching out to young people who otherwise might not have an opportunity to learn and play the game of golf, and to ensuring that our programs are accessible to youth of all backgrounds, diversities, social strata and physical abilities regardless of income or ability to pay. In our history, we have never turned away a youth who requested a scholarship to participate in any program.

Your consideration of support to our program is greatly appreciated. Because of your belief in our mission, we will continue to make a difference in the in the lives of youth in Northwest Florida, and we will equip these young people for the most important game of all – a life lived with Integrity, Confidence and Respect.

Thank you for your consideration. Sincerely,

Marty Stanovich, Executive Director

The First Tee of Northwest Florida is a 501(C)3 organization (ElN 59-3288799), and is registered with the State of Florida under the Solicitation of Contributions Act of 1991 (Registration #CH25872). 100% of each contribution is received by The First Tee of Northwest Florida. A copy of the official registration and financial information may be obtained from the Division of Consumer Services by calling toll free within the state 1-800-435-7352; registration does not imply endorsement approval or recommendation by the state. We are required to inform you that your donation is tax deductible to the legal extent of the law based on fair-market value: The federal income tax deduction for your donation is the amount of the contribution less the value of gifts received.



The First Tee of Northwest Florida Presents Our 3rd Annual



Golf Ball Gala

Friday, April 10th, 2020 6–11 p.m. The Grand Ballroom Skopelos at New World 600 S. Palafox Street, Pensacola, FL

Sponsorship Opportunities To purchase a sponsorship, please call Sarah Dimitroff (850) 456-7010 or visit: http://www.thefirstteenwflorida.org/the-golf-ball/

	Green Jacket \$10,000	Azalea \$5,000	Magnolia* \$2,500	Dogwood* \$1,500	Wisteria \$500	Yellow Rose \$250
Tickets in	20 VIP Tickets	16 VIP	8 VIP Tickets	4 VIP Tickets	4 VIP Tickets	2 VIP Tickets
Package	to	Tickets to	to	to	to	to
	The Golf Ball	The Golf Ball	The Golf Ball	The Golf Ball	The Golf Ball	The Golf Ball
Benefits	Per ticket:	Per ticket:	Per ticket:	Per ticket:	Per ticket:	Per ticket:
	4 putting	4 putting	4 putting	4 putting	4 putting	4 putting
	contest	contest	contest	contest	contest	contest
	tokens	tokens	tokens	tokens	tokens	tokens
	4 drink	4 drink	4 drink	4 drink	4 drink	4 drink
	tokens	tokens	tokens	tokens	tokens	tokens
Reserved	Yes	Yes	Yes	Yes	No	No
Table	(2) 10 Tops	(2) 8 Tops	(1) 8 Top	(1/2 of		
	(Front, Center			8 Top)		
	of Room)					
Give-Away	Yes	Yes	Yes	Yes	Yes	Yes
Items						
Part of Event	Yes	Yes	Yes	Yes	No	No
Advertising						
(Social Media						
& Print)						
Banner at	Banner Front	Banner	Banner Side	No	No	No
Event with	& Center	Front/Side				
Sponsor's						
Name/Logo						

^{*}Active Ace and Eagle Boosters (\$1,000 & up) take \$500 off these sponsorship levels! Call our office for details: 850-456-7010

^{*}April 1st 2019 ALL logos are due for printed materials. operations@thefirstteenwfl or (850) 456-7010



Al-17656 County Administrator's Report 8. 29.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: St. Vincent de Paul, Alfred Washburn Center, "Dinner Dance"

From: Jeff Bergosh, Commissioner, District 1

Organization: Commissioner, District 1

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding for St. Vincent de Paul, Alfred Washburn Center, "Dinner Dance" - Commissioner Jeff Bergosh, District 1

That the Board approve the funding of \$2,500 to St. Vincent de Paul, Alfred Washburn Center, "Dinner Dance", from Commissioner Jeff Bergosh's discretionary money.

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

BACKGROUND:

St. Vincent de Paul, Alfred Washburn Center provides food, showers, laundry facilities, clothing and Identification Cards for the homeless. All homeless and poorer members of the community are welcome, and services are provided free of charge for any who come to the Center.

The "Dinner Dance" will be held April 24, 2020.

BUDGETARY IMPACT:

The Board approved \$50,000 in the Fiscal Year 2019-2020 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Budget Office will work with St. Vincent de Paul, Alfred Washburn Center, to obtain the necessary paperwork to process a payment voucher.

Attachments

No file(s) attached.



Al-17657 County Administrator's Report 8. 30.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: City Streets to Student Athletes, Inc.
From: Jeff Bergosh, Commissioner, District 1

Organization: Commissioner, District 1

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding for City Streets to Student Athletes, Inc. - Commissioner Jeff Bergosh, District 1

That the Board approve the funding of \$250 to City Streets to Student Athletes, Inc., from Commissioner Jeff Bergosh's discretionary money.

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

BACKGROUND:

City Streets to Student Athletes, Inc., was established to deter athletic students from drugs and crime, and help them develop into productive student athletes. Funds will be used for college exposure trips, equipment for camp, and educational workshops.

BUDGETARY IMPACT:

The Board approved \$50,000 in the Fiscal Year 2019-2020 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Budget Office will work with Escambia County Public Safety, to obtain the necessary paperwork to process a budget transfer.

Attachments

City Streets to Student Athletes, Inc., Funding Request

Debbie Kenney

From: City Streets to Student Athletes Pensacola <cs2sapns@hotmail.com>

Sent: Monday, February 17, 2020 2:53 PM

Subject: [EXTERNAL]Sponsorship Consideration for City Streets to Student Athletes – Pensacola

Chapter

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Dear Potential Sponsor,

City Streets to Student Athletes, Inc. (CS2SA) was established to deter athletic students from drugs and crime in the city streets and develop them into productive student-athletes. CS2SA emphasizes the importance of a proper balance between their scholastic and athletic endeavors. We provide student-athletes with programs that will enhance their skills and knowledge on- and off-the-field. The student-athletes that participate in our "free" programs are required to sign the CS2SA drug free pledge.

"I pledge to work diligently on my academic performance in my quest for higher learning.

I will not use performance enhancement drugs to alter my athletic ability.

I will not use recreational drugs to alter my mood.

I will earn my merits as a student-athlete from hard work and dedication.

I will live a drug-free life."

CS2SA is asking for your HELP to assist with the continued growth of our program. We believe there are more lives we can impact and with your generosity, we can continue our mission. In exchange for a minimum sponsorship of \$250.00, your company's logo will be displayed on our website with a "do-follow" link to your website for one-year. In addition to our entry level sponsorship opportunities, we have other premier level sponsorship opportunities as well which will give your company greater exposure in the communities you serve. These collective funds will be utilized for travel expenses for upcoming collegiate exposure trips, equipment for our annual off-season speed camp, and educational workshops and materials.

Many of our sponsors take advantage of the **tax-deduction** opportunity of supporting a not-for-profit organization such as City Streets to Student Athletes; in addition, you will be supporting deserving student-athletes in their quest to reach their full potential.

Thank you for your time, interest in our youth, and support. Please feel free to contact Coach Rodney Blunt at (904) 444-8757, Coach Will Helton at (850) 291-0945, Coach Greg Perkins at (850) 316-1434 or contact us via email at cs2sapns@hotmail.com with any questions or concerns. Please visit our website at www.cs2sa.com for more information.

Sincerely,

Coach Will Helton, President City Streets to Student Athletes - Pensacola Chapter



Al-17660 County Administrator's Report 8. 31.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Funding for the Greater Little Rock Baptist Church Youth Group

From: Lumon May, District 3 Commissioner

Organization: Commissioner, District 3

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding to Support the Greater Little Rock Baptist Church Youth Group - Commissioner Lumon May, District 3

That the Board approve funding \$7,500 to sponsor a travel event for the Greater Little Rock Baptist Church Youth Group from Commissioner Lumon May's discretionary fund.

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

BACKGROUND:

Greater Little Rock Baptist Church will sponsor a trip for their youth during Spring Break 2020, and the funding allocation will assist the youth with travel expenses.

BUDGETARY IMPACT:

The Board approved \$50,000 in Fiscal Year 2019-2020 for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Upon Board approval, the District 3 Office will work with Greater Little Rock Baptist Chruch to obtain the necessary paperwork to process payment.

Attachments

No file(s) attached.



Al-17661 County Administrator's Report 8. 32.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Banks Enterprise, Inc., Funding Allocation

From: Lumon May, District 3 Commissioner

Organization: Commissioner, District 3

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding for the 2020 Gulf Coast Summer Fest Jazz Edition by Banks Enterprise, Inc. - Commissioner Lumon May, District 3

That the Board approve the funding of \$4,500 from 4th Cent Tourist Development Tax (TDT), to sponsor the 2020 Gulf Coast Summer Fest Jazz Edition.

[Funding: Fund 108, 4th Cent TDT, Cost Center 360105, Object Code 58201]

BACKGROUND:

The event will be held on September 4 - 6, 2020, at the Maritime Park, Pensacola, Florida.

BUDGETARY IMPACT:

In the Fiscal Year 2015-2016 Budget, the Board approved \$50,000 from the 4th Cent Tourist Development Tax for each Commissioner to use at their discretion. Commissioner May has funds available for use.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the District 3 Office will work with Banks Enterprise, Inc., to obtain the necessary paperwork to process payment.

Attachments

No file(s) attached.



Al-17665 County Administrator's Report 8. 33.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Lamp Press/Amused Media & Productions, LLC Funding

Allocation

From: Lumon May, District 3 Commissioner

Organization: Commissioner, District 3

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding to Support Lamp Press/Amused Media & Productions, LLC - Commissioner Lumon May, District 3

That the Board approve the funding of a \$500 sponsorship to bring Civil Rights Icon, Elizabeth Eckford, to Pensacola, from Commissioner Lumon May's discretionary fund.

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

BACKGROUND:

Ms. Eckford will speak to students in Pensacola on Tuesday, March 24, 2020.

BUDGETARY IMPACT:

The Board approved \$50,000 in the Fiscal Year 2019-2020 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Upon Board approval, the District 3 Office will work with Dr. Eurydice S. Stanley, LTC (Ret.) to obtain the necessary paperwork to process payment.

Attachments

No file(s) attached.



Al-17670 County Administrator's Report 8. 34. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Gulf Coast Bike and Car Music Fest Funding Allocation

From: Lumon May, District 3 Commissioner

Organization: Commissioner, District 3

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding for the Gulf Coast Bike and Car Music Fest - Commissioner Lumon May, District 3

That the Board approve the funding of \$2,500 to sponsor the Gulf Coast Bike and Car Music Fest, presented by CC Biggs Productions, from Commissioner Lumon May's discretionary fund.

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

BACKGROUND:

The event will be held on June 11, 2020, on Pensacola Beach.

BUDGETARY IMPACT:

The Board approved \$50,000 in the Fiscal Year 2019-2020 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the District 3 Office will coordinate with CC Biggs Productions to obtain the necessary paperwork to process payment.

Attachments

No file(s) attached.



Al-17623 County Administrator's Report 8. 35. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Purchase of Generator for the Work Release Facility Through

Sourcewell Contract #120617-KOH

From: Cassie Boatwright, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Emergency Generator Located at the Work Release Center - Cassie C. Boatwright, Facilities Management Department Director

That the Board approve issuing an Emergency Purchase Order, in the amount of \$88,865.86, to TAW Power Systems, Inc., on Sourcewell Contract #120617-KOH, to purchase one Kohler 300 KW Generator.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 53401]

BACKGROUND:

Recently a storm came through the area with severe lightning strikes in the Fairfield Drive and Pace Boulevard area. The generator at the Work Release Center took a direct hit to the transfer switch, causing major damage to the generator. The Work Release Center houses inmates and requires emergency generator back-up to support critical electrical needs in the event of commercial power interruption.

BUDGETARY IMPACT:

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 53401]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, a purchase requisition will be submitted to the Office of Purchasing for processing.

Attachments

Generator Quote
Risk Mng Supervisor Report



TAW POWER SYSTEMS, INC.

10520 Busch Drive North Jacksonville, FL 32218 (904) 696-8644

Jim.milton@tawinc.com

Kohler Generator Systems Distributors

KOHLER POWER SYSTEMS DISTRIBUTOR FOR FLORIDA,

Date: March 18, 2020 Offer No: J2002-0010

Contact: Jim Milton

Contact Cell #: 904-535-0168

Project: ESCAMBIA COUNTY

One **New KOHLER Model 300REOZJ** EPA Certified **Diesel** Generator Set, 300 kW, @ 0.8 PF, 60 Hz, 3 Phase, UL 2200, 277/480 Volt with the following:

CONTROLLER:

APM802 Run Relay 2 Input/5 Output Controller meets NFPA 110

ENCLOSURE:

Sound/ Aluminum Critical Silencer

COOLING:

Unit Mounted Radiator Block Heater 120 Volt, 2500 Watt

FUEL SYSTEM:

Flexible Fuel Lines Sub-base Fuel Tank, 545 Gallon, UL142

GENERATOR ACCESSORIES (Electrical):

Line Circuit Breaker, 3 Pole, 100 % Rated Amps: 600, LSI with Shunt Trip

Aux. Contact Qty. 2

ENGINE ELECTRICAL ACCESSORIES:

Battery Rack and Cables Starting Battery, Lead Acid Battery Charger: 10 Amps

CONTROLLER ACCESSORIES LOOSE:

Remote Emergency Stop, NEC Remote Annunciator Panel

ADDITIONAL ACCESSORIES:

Certified Factory Test @ 0.8 P.F.

1 Engine, Generator Parts, Maintenance Manual

1 Electronic Manual

Vibration Isolators: Internal

5 Year Comprehensive Warranty

Initial Start Up and Check Out of System

On Site Testing (Load Bank)

AUTOMATIC TRANSFER SWITCH:

480 Volt, 3 Phase, 3 Pole, 600 Amp Qty (1) Model: KCS-AMTC-0600S, NEMA 3R

SUPPLIED BY OTHERS

Off-loading @ Job Site
Installation of System
Supply of Fuel
Fuel & Electrical Piping
All Infrared, 3rd Party and NETA Testing by Others

TOTAL KOHLER GEN LIST PRICE: \$86,248.00

Sourcewell Member Discount: 37% \$31,911.76 Sourcewell Member Price: \$54.336.24

50uiceweii Meilibei Flice. \$34,330

FOB Kohler, WI

TOTAL KOHLER ATS LIST PRICE: \$12,254.00

Sourcewell Member Discount: 30% \$3,676.00

Sourcewell Member Price: \$8,577.80

FOB Kohler, WI

KOHLER Awarded Contract: 120617-KOH KOHLER Contract Maturity Date: 01/29/2022

NON-KOHLER ITEMS LIST PRICE: \$19,362.49

Sourcewell Member Discount: 5%
Sourcewell Member Price: \$18,394.37

FRIEGHT FROM KOHLER, TO JOBSITE

LIST PRICE: \$6,477.61

Sourcewell Member Discount: 5%
Sourcewell Member Discount: \$6,153.73

STARTUP AND SITE TESTING

LIST PRICE: \$1,477.61

Sourcewell Member Discount: 5%
Sourcewell Member Discount: \$1,403.72

Sourcewell Member TOTAL NET LOT: \$88,865.86

ESTIMATED LEAD TIME:

<u>19 to 21 weeks</u> after release of the order. This estimated lead time is subject to change daily due to availability

F.O.B. FACTORY, FREIGHT ALLOWED TO JOB SITE

SALES TAX NOT INCLUDED

Regards,

TAW Power Systems, Inc.

Jim Milton Industrial Sales Representative

OFFER VALID FOR 30 DAYS FROM THIS OFFER DATE (LISTED ABOVE)

EXCEPTIONS/ CLARIFICATIONS/ NOTES:

Delivery, start up, and load testing are quoted as during normal business hours. If after hour, weekend, or holiday work hours are required, the Contractor will be responsible for the overtime differential unless otherwise noted.

OFFER BASED UPON:

NOTE: TAW's STANDARD TERMS and CONDITIONS apply to all offers for purchase and any purchase orders accepted by TAW. You may find a copy under the terms and conditions section at TAWINC.com or please contact our office at 800-456-9449 and we will forward you a copy. TAW will transmit a written delivery schedule based on the manufacturer's confirmation, approximately fifteen (15) days after product release. Also included will be the related progress invoice values based on material shipments.

All TAW offers, plans, specifications, and technical drawings are copyrighted works and contain proprietary know-how of TAW, and Buyer has no right to reproduce, distribute or publish copies of TAW's copyrighted works or to create derivative works of TAW's copyrighted works without the express written permission of an authorized representative of TAW.

COMPANY AUTHORIZED SIGNATURE TITLE PRINT NAME DATE TERMS & CONDITIONS ACKNOWLEDGED:

INITIAL

Voucher - County of Escambia, Florida

Voucher No.	FAC-Coastal G	en-2020-089	Date:	2/28/20			
Vendor No.	033751	4					
Vendor:	Coastal Gener	ator					
	PO Box 36127						
	(Complete Vendor	Address)					
	Pensacola, FL	32516					
	(City, State, Zip-Co	ode)					
Certification:	I do hereby certify that	the attached invoice	es are correct; the goods or services have been properly received by the County;				
		70	ny applicable laws or grant restrictions; that adequate budget appropriations				
			asonable and necessary for operations of the appropriate department; and that				
	the invoices are due an	id unpaid.					
Facilities Mana	agement		Muga Nyeer				
Department Name			Signature of Person Preparing Voucher				
Karen Myers 5	ers 595-3190 Ball 228.ZO						
Contact Name and	d Phone Number		Signature of Approving Authority				
Cost	Object	Project	ACCOUNT DESCRIPTION AND DISTRIBUTION				
Center	Code	Code	Detailed Description	Amount			

Cost	Object	Project	ACCOUNT DESCRIPTION AND DISTRIBUTION		
Center	Code	Code	Detailed Description	Α	mount
			Work Release Due to Lightning Damage		
140836	53401		Invoice 020620-3 dtd 2/6/2020 - Portable Generator Set Up		400.00
310203	54601		Invoice 020620-3 dtd 2/6/2020 - Portable Generator Set Up		1,000.00
140836	53401		Invoice 012120-3 dtd 1/21/2020 - Emergency Call Out		225.00
140836	53401		Invoice 021320-3 dtd 2/19/2020 - Generator Rental		1,500.00
			Facilities Management's Pays the \$1,000 Deductible		
			Risk Management pays everything over Deductible		
			This is not the final on this claim		
			TOTAL	\$	3,125.00

Approved for payment in open session	
Board of County Commissioners, Escambia County, Florida.	

Clerk

Coastal Generators, Inc. PO Box 36127 Pensacola, FL 32516 US coastalgenerators@att.net

INVOICE

BILL TO

Esc Cty Fac Maint - Work Release 100 E Blount Street Pensacola, FL 32501 INVOICE # 020620-3 DATE 02/06/2020 DUE DATE 03/07/2020 TERMS Net 30

DATE

ACTIVITY

DESCRIPTION

QTY

RATE

AMOUNT

02/03/2020

Service and labor

Delivery, removal and hook up of portable generator

1,400.00

1,400.00T

SUBTOTAL

TAX

TOTAL

BALANCE DUE

1,400.00

0.00

1,400.00

\$1,400.00

allen Donley Work Release 3-229 20-001305

Storn Jan 11 2020

Coastal Generator, Inc

P O Box 36127

Pensacola, FL 32516

Phone(850)453-3760 Cel 850 982-9925

Date	1/21/2020 P.O.	Contact #	Allen Danley	Invoice #	012120-3
Customer:	Escambia County Facilities Maint		Ship to		
Address:	100 E Blount St		Address		
City	Pensacola		City		
State	FI		State		
Zip	32501		Zip		
				No. of the last of	

Description	Qty	Unit Price	Total
Vork Release			
mergency call for storm 1-11-2021.			225.00
his charge does not include aditional repairs needed.			
0-1-00		-	
Work Release		-	
B-229		-	
1205		1	
20-00/305			
Celler Danday Lightning DAMAGE Storm 1/11/2020			
Celler Mindly	and the same of th		
11 2			
LIGHTING DAMAGE	***************************************		
01 1/1/2020	***************************************	-	-
Starm Illicor	***********	+	
		1	

	Labor (2)	0	
*	Labor (1)	╁	
	Sub-total	+	225.0
	Tax	0	
	Mileage		0.0
	Shipping		0.0
	Total	T	225.0

Coastal Generators, Inc. PO Box 36127 Pensacola, FL 32516 US coastalgenerators@att.net

INVOICE

BILL TO
Allen Danley
Esc Cty Fac Maint
100 E Blount Street
Pensacola, FL 32501

INVOICE # 021320-3 DATE 02/19/2020 DUE DATE 03/20/2020 TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT	
02/19/2020	Service and labor	February rental of portable generator	1	1,500.00	1,500.00	
***********		BALANCE DUE	······································	\$1	,500.00	

allen Lonley

WORK Release

Tightning Starke

20 - 001385

		or's Accident/L	oss investigation Re	port		
Department: Facilities Management			Division: Maintenance			
Exact Location: 1211 West Fairfield			Date of Occurrence: 1/11/2020	Time: 4:30 PN	Date Reported: 1/11/2020	
On Escambia County Property?	✓ Yes	☐ No	Property Name: Work I	Release		
Personal In	formation			Property	Damage	
Employee: N/A			Property Damaged: Ge	nerator	A	
Title/Classification: N/A			Estimated/Actual Cost:	\$1,625.00	ı	
Part of Body Affected: N/A			Nature of Damage: Ligh	ntning Strike	e	
Nature of Injury/Illness:			Object/Equipment/Subs	tance Inflict	ting Damage:	
N/A			Generator Transfer S	witch		
Object/Equipment/Substance Inflict	ing Injury or Illn	ess: N/A	Law Enforcement Agen	cy Report C	Completed? N/A	
Was the Employee Sent for Drug T	esting? N/A	Wh	ere? N/A			
		Descri	ption			
one of the lightning strikes the Work Release Building Generator took a direct hit to the Transfer Switch, which caused severe damage. A potable Generator was brought in to support critical electrical needs if commercial power goes out.						
Was Personal Protective Equipment	(PPE) Available	?	Yes	No	✓ Not Applicable	
Was Personal Protective Equipment	(PPE) Utilized?		Yes No V Not Applicable			
First Aid Only	Medical Treatme	nt Requirement.	☐ Treated & Rele	eased. Retur	n to Work, Same Shift	
Hospitalized Name of	Physician or Hos	spital:	Expected Date of Return to Work:			
		Anal	ysis			
What acts, failures to act and/or cor	ditions contribute	ed most directly to	this accident (Immediate	cause)?		
Equipment Failure	Human Erro	r 🗸 Oth	er:			
Explain: Act Of God			TO THE STREET WAS IN THE STREET OF THE STREE			
Was the accident preventable by the	employee?		Yes		☐ No	
Explain:			1			
		Preve	ntion			
What action has or will be taken to	prevent reoccurre	ence? (Place an "X"	" by items completed)			
<u> </u>						
☐ 3.			,			
Supervisor Completing Report:	R.W.Freeman	(Program Mgr)	Signature: Robert &	5	Date: 2/12/20	
Department/Division Review:	Cassie Boatw	rite (Dir Mgr)	Signature: C. Balax	ILA	Date: 2.13-26	
Safety Office Review by:			Signature:	7	Date:	
Incident Review Board Required?	Yes	☐ No	(Completed by Risk Ma	anagement (Only)	

Karen E Myers

From:

Michele Mobley

Sent:

Tuesday, February 18, 2020 12:56 PM

To:

Karen E Myers

Subject:

RE: Supervisor Reports

Yes, as long as the \$1,000 is charged separately for each location, that works.

I will just file the other two that were included for the windows on Mobile Hwy and the parking garage at Judicial. Thanks.

Michele Mobley, Administrative Supervisor Escambia County Risk Management 221 Palafox Place, Suite 200 Pensacola, FL 32502 (850) 595-4765 (Phone) (850) 595-4772 (Fax

----Original Message-----

From: Karen E Myers < KEMYERS@myescambia.com>

Sent: Tuesday, February 18, 2020 12:21 PM

To: Michele Mobley kmmobley@myescambia.com

Subject: Supervisor Reports

Attached are three Supervisor Reports. On the two generators I will pay the invoices by Voucher and Charge us for the 1st \$1,000 and then the rest to 140836 is that is OK.

Thanks

Karen Myers

Director's Aide

Escambia County Facilities Management Department Office 850-595-3190 Fax 850-595-3192



Al-17710 County Administrator's Report 8. 36.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/02/2020

Issue: Approval to Issue Fiscal Year 2020 Purchase Order in Excess of

\$25,000 to Chavers Construction, Inc.

From: CLARA LONG, Acting Director Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Fiscal Year 2020 Purchase Order, in Excess of \$25,000, to Chavers Construction, Inc. - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning a sidewalk project located in the Palafox Redevelopment Area:

A. Approve the Limoges Drive Sidewalk Project, in the amount of \$66,964.80, to perform construction activities including, but not limited to, approximately 800 linear feet of sidewalk, drainage, mobilization, clearing and grubbing, driveway entrances replacement, utility relocation, excavation, and sod replacement within the rights-of-way; and

B. Approve and authorize the County Administrator to sign the Purchase Order to Chavers Construction, Inc., in excess of \$25,000, and any other related documents necessary to implement the Landes Drive Sidewalk Project.

Project located in District 3

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

BACKGROUND:

The issuance of a Purchase Order will provide connectivity and complete street accessibility for the Palafox Redevelopment Area communities. Funds have been budgeted in this Fiscal Year 2020. These additional sidewalk amenities, along with streetlights, would enhance the safety and walkability for the citizens funded through the CRA Palafox TIF.

BUDGETARY IMPACT:

Funds are available in Fund 151, CRA Palafox, Cost Center 370115.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this Recommendation.

PERSONNEL:

No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendatoin is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, CRA staff will coordinate with Office of Purchasing to transmit a Purchase Order to implement sidewalk projects.

Attachments

RequestforFunds Limoges Sidewalk Proj April2020

Escambia County Public Works Department Engineering Division 3363 W. Park Place Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

and drainage project. Ele earthwork excavation, A 800 lineal feet of sidewal	Construction Inc. to perforements of this project incluinlet top removal and replace, driveway approach rem		ng; mobilization, clea relocation, installatior ng and sod. Total days	ring and grubbing, of approximately
Attached backup documentation RFF/NTP Start Date Time shall be increased/decreased.	NTP	page (s). or Upon Issuance of Notice to Proceed calendar days. Completion date	Obligated	Required
Balance of CIP Project				
Funds for Original Construction Funds for Construction CO# Contract PD 16.17-081.		or <u>Chavers Construction</u>		\$ 66,964.80
Funds for Original Task Order Funds for Addendum # Task Order PD	Consulta	nt		
Funds for Original Work Order Funds for Change Order # Contract PD				
Funds for Contingency	Consulta	nt		
Funds for Permit Fees	Agen	су		
Funds for Land Purchases	Owr	er		
Funds for Title Work Contract PD	Compa Contract			
Funds for				
New Balance of CIP Project			\$ -	\$ (66,964.80)
PM: Deputy Division Manager: Division Manager: Accountant:				

County Engineer:

Escambia County Public Works Department Engineering Division 3363 W. Park Place Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

1.)	Date: 3/25/2020
2.)	Project name: Limoges Drive Sidewalks Project
3.)	Contract No: 16-17.081 3S
4.)	Description of Services to be Performed: This RFF is for Chavers Construction Inc. to perform the construction activities associated with the Limoges Drive sidewalks and drainage project. Elements of this project include but are not limited to the following; mobilization, clearing and grubbing, earthwork excavation, A inlet top removal and replacement, sediment removal, utility relocation, installation of approximately 800 lineal feet of sidewalk, driveway approach removal and replacement, finish grading and sod. Total days requested for this project are 120 days. Total funds requested are \$66,964.80. This project is CRA funded.
5.)	Negotiated Cost of Construction: \$ (66,964.80)
6.)	Location Work is to be Performed: Montclair Drive and Landes Drive South on Landes to Montclair Elementary School
7.)	Period of Time Services are to be Accomplished: Starting Date of Work: NTP or Upon Issuance of Notice to Proceed Days to Complete 120 Completion Date of Work NTP+120
	Ule for Work Requested and Received Date: 3/25/2020
Work C	Order Approved Date:
>	Date: 3/25/20
	rder Completed Date:

Thomas J. Williams

From: Ryan Chavers <Ryan@chaversinc.com>
Sent: Wednesday, March 25, 2020 3:38 PM
To: Thomas J. Williams; brett@chaversinc.com
Cc: Ryan Chavers (sln.chaversinc@gmail.com)
Subject: [EXTERNAL]Re: Limoges Drive Sidewalks Project

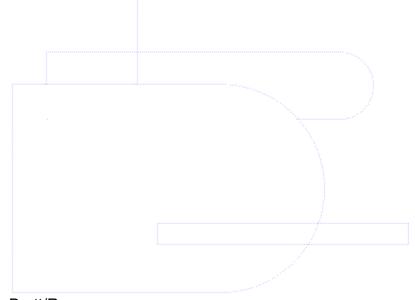
WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

We accept the work.

Thank you,

Ryan Chavers

On 3/25/2020 3:35 PM, Thomas J. Williams wrote:



Brett/Ryan,

Chavers Construction is the lowest bidder on the Limoges Drive Sidewalks project per the current General Paving and Drainage Pricing Agreement PD 16-17.081.2. Should Chavers accept the offer, the County would like to have the project be complete 120 days after your Notice to Proceed. Please let me know if Chavers would like to perform the services outlined in the attached GPAD. Thank you and I look forward to hearing from you soon.

		PD16-17.081 General Paving and Drainage Pricing Agreement			Chavers Co	nstruction, Inc.	J.	Miller	Roads,	Inc. of NWF	Site and	Utility, LLC
		Valid From Decenber 1, 2019 to September 30, 2020										
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00
03100-	00101	Clearing and Grubbing, per County Specifications 2230	0.35	ACRE	\$5,700.00	\$1,995.00	\$5,800.00	\$2,030.00	\$5,000.00	\$1,750.00	\$6,000.00	\$2,100.00
03100-	00103	Remove Shrubs	16	EA	\$30.11	\$481.76	\$20.00	\$320.00	\$20.00	\$320.00	\$50.00	\$800.00
03100-	00105	Remove Tree, 13"-24"	2	EA	\$750.00	\$1,500.00	\$350.00	\$700.00	\$400.00	\$800.00	\$400.00	\$800.00
03100-	00112	Replace Brick or Stucco Mailbox with approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	1	EA	\$400.00	\$400.00	\$450.00	\$450.00	\$350.00	\$350.00	\$300.00	\$300.00
03100-	00114	Replace Large Mailbox with approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	8	EA	\$275.00	\$2,200.00	\$300.00	\$2,400.00	\$275.00	\$2,200.00	\$300.00	\$2,400.00
04100-	00104	Earthwork Borrow (Fill), FDOT Specification 120-2.2.2	250	CY	\$12.75	\$3,187.50	\$12.50	\$3,125.00	\$11.50	\$2,875.00	\$9.00	\$2,250.00
2000	00106	Earthwork Establishing Grade, County Specs 2300	2000	SY	\$1.90	\$3,800.00	\$2.00	\$4,000.00	\$1.45	\$2,900.00	\$1.50	\$3,000.00
07400-	00101	Relocate Traffic Signs	2	EA	\$40.00	\$80.00	\$55.00	\$110.00	\$37.00	\$74.00	\$50.00	\$100.00
08100-	00102	FDOT Type B curb, FDOT Index 300	225	LF	\$14.50	\$3,262.50	\$17.85	\$4,016.25	\$14.25	\$3,206.25	\$15.00	\$3,375.00
08100-	00113	Valley Gutter Section, 6" thick, Per County Detail	30	SY	\$33.00	\$990.00	\$36.75	\$1,102.50	\$49.00	\$1,470.00	\$55.00	\$1,650.00
08200-	00102	4" Fiber Reinforced Concrete Driveway, over 50sy	325	SY	\$32.00	\$10,400.00	\$37.00	\$12,025.00	\$32.00	\$10,400.00	\$31.00	\$10,075.00
08300-	00104	5' Fiber Reinforced Concrete Sidewalk, over 80lf	800	LF	\$18.65	\$14,920.00	\$19.00	\$15,200.00	\$18.95	\$15,160.00	\$18.50	\$14,800.00
08300-	00107	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	2	EA	\$750.00	\$1,500.00	\$900.00	\$1,800.00	\$750.00	\$1,500.00	\$800.00	\$1,600.00
08500-	00103	Remove Existing Concrete, up to 6" thick	325	SY	\$5.00	\$1,625.00	\$6.50	\$2,112.50	\$4.95	\$1,608.75	\$7.50	\$2,437.50
08500-	00105	Remove Existing Curb	225	LF	\$4.75	\$1,068.75	\$5.00	\$1,125.00	\$4.50	\$1,012.50	\$5.00	\$1,125.00
09100-	00904	Reconstruct Inlet Wall	9	SF	\$7.50	\$67.50	\$75.00	\$675.00	\$1,000.00	\$9,000.00	\$25.00	\$225.00
09100-	00907	Remove and Replace County Type A Inlet Top	1	EA	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00
09500-	00111	Remove Sand, Silt, & Vegetation From Existing Culverts	5	CY	\$70.00	\$350.00	\$250.00	\$1,250.00	\$250.00	\$1,250.00	\$100.00	\$500.00
11400-	00101	Adjust Water Meter, includes all appurtenances for adjustment to final grade	3	EA	\$300.00	\$900.00	\$350.00	\$1,050.00	\$325.00	\$975.00	\$350.00	\$1,050.00
11400-	00102	Adjust Water Valve, includes all appurtenances for adjustment to final grade	3	EA	\$325.00	\$975.00	\$550.00	\$1,650.00	\$350.00	\$1,050.00	\$350.00	\$1,050.00
13100-	00101	Centipede Sod, Staked	900	SY	\$2.25	\$2,025.00	\$3.25	\$2,925.00	\$2.30	\$2,070.00	\$3.50	\$3,150.00
13300-	00101	Silt Fence Type III	1500	LF	\$1.25	\$1,875.00	\$2.00	\$3,000.00	\$2.10	\$3,150.00	\$2.20	\$3,300.00
13300-	00107	Synthetic Erosion Control Waddles	35	LF	\$4.25	\$148.75	\$7.00	\$245.00	\$9.00	\$315.00	\$10.00	\$350.00
13300-	00108	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	1	EA	\$1,100.00	\$1,100.00	\$1,250.00	\$1,250.00	\$1,400.00	\$1,400.00	\$1,250.00	\$1,250.00
13300-	00110	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	1	EA	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00
			Sub Totals			\$60,751.76		\$68,261.25		\$70,336.50		\$64,687.50
07900-		MOT Based on section 07900-00100 and sub total of project	4			\$4,900.00		\$3,200.00		\$3,500.00		\$3,500.00
01100-	00100	Performance and Payment Bond (Required for projects over \$25,000.00)				\$1,313.04		\$1,429.23		\$775.28		\$1,704.69
			Grand Total			\$66,964.80		\$72,890.48		\$74,611.78		\$69,892.19
		Balance of Line (may not exceed 25% of total cost)	Qty	Units								
						\$0.00		\$0.00		\$0.00		\$0.00
		Balance of Line Total				\$0.00		\$0.00		\$0.00		\$0.00
		Additional Performance and Payment Bond				\$0.00		\$0.00		\$0.00		\$0.00
		Revised Grand Total with BOL				\$66,964.80		\$72,890.48		\$74,611.78		\$69,892.19

			ı												_									1	-				
	PD16-17.081 General Paving and Drainage Pricing Agreement				Construction ces LLC.	DOWIII	tilities Inc.	Chavers Cons	atmention Inc	Gulf Atlantic	Constructors,		Construction,	Heaton B Constru			Miller	Midagut	h Paving		e Grading & ng. Inc.	Dringinia I	Properties Inc.	Boods In	ic. of NWF	Cite and U	tility, LLC	Hilling Com	rices Co., Inc
	Valid From December 1, 2019 to September 30, 2020			Servic	tes LLC.	DQW U	unues mc.	Chavers Cons	struction, inc.	"	iG.	- "	nc.	Constru	action	J. 1	willer	Midsout	ii Pavilig	Favii	ig, inc.	Principle	roperties inc.	Roaus, II	IC. OI NVVF	Site and O	tility, LLG	Utility Serv	ices co., inc
Section Category	Sub-Category	Quantity	Units	Unit Price	Fxt Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Fxt Cost	Unit Price	Fxt Cost	Unit Price	Ext Cost	Unit Price	Fxt Cost	Unit Price	Ext Cost
02100- 00101	Mobilization, 0 - 15 Miles	1	FA	\$2.500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,500,00	\$2,500.00	\$2,100.00	\$2,100.00	\$2.500.00	\$2,500.00	\$4,000.00	\$4.000.00	\$2,300.00	\$2,300.00	\$2.500.00	\$2.500.00		\$2,400.00		\$2,000.00	\$1,600.00	\$1,600.00		\$2,000,00	\$2.875.00	\$2.875.00
03100- 00101	Clearing and Grubbing, per County Specifications 2230	0.35	ACRE	\$6,500.00	\$2,275.00		\$1,925.00	\$5,700.00	\$1,995.00	\$8,400.00	\$2.940.00	\$7,500.00	\$2,625.00	\$10,000.00	\$3,500.00	\$5,800.00	\$2,030.00	\$9.500.00	\$3,325.00	. ,	\$1,750.00	\$7,500.00	\$2,625.00	\$5,000.00	\$1,750.00	\$6,000.00	\$2,100.00	\$6,000.00	\$2,100.00
03100- 00103	Remove Shrubs	16	EA	\$24.50	\$392.00	\$25.00	\$400.00	\$30.11	\$481.76	\$52.50	\$840.00	\$50.00	\$800.00	\$75.00	\$1,200.00	\$20.00	\$320.00	\$75.00	\$1,200.00	\$20.00	\$320.00	\$30.00	\$480.00	\$20.00	\$320.00	\$50.00	\$800.00	\$20.00	\$320.00
03100- 00105	Remove Tree, 13"-24"	2	EA	\$335.00	\$670.00	\$330.00	\$660.00	\$750.00	\$1,500.00	\$530.00	\$1,060.00	\$350.00	\$700.00	\$700.00	\$1,400.00	\$350.00	\$700.00	\$500.00	\$1,000.00	\$1,300.00	\$2,600.00	\$350.00	\$700.00	\$400.00	\$800.00	\$400.00	\$800.00	\$200.00	\$400.00
03100- 00112	Replace Brick or Stucco Mailbox with approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	1	EA	\$500.00	\$500.00	\$400.00	\$400.00	\$400.00	\$400.00	\$530.00	\$530.00	\$450.00	\$450.00	\$1,000.00	\$1,000.00	\$450.00	\$450.00	\$450.00	\$450.00	\$1,600.00	\$1,600.00	\$950.00	\$950.00	\$350.00	\$350.00	\$300.00	\$300.00	\$278.00	\$278.00
03100- 00114	Replace Large Mailbox with approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	8	EA	\$550.00	\$4,400.00	\$300.00	\$2,400.00	\$275.00	\$2,200.00	\$575.00	\$4,600.00	\$400.00	\$3,200.00	\$800.00	\$6,400.00	\$300.00	\$2,400.00	\$375.00	\$3,000.00	\$350.00	\$2,800.00	\$1,200.00	\$9,600.00	\$275.00	\$2,200.00	\$300.00	\$2,400.00	\$278.00	\$2,224.00
04100- 00104	Earthwork Borrow (Fill), FDOT Specification 120-2.2.2	250	CY	\$13.50	\$3,375.00	\$12.50	\$3,125.00	\$12.75	\$3,187.50	\$21.00	\$5,250.00	\$20.00	\$5,000.00	\$20.00	\$5,000.00	\$12.50	\$3,125.00	\$15.00	\$3,750.00	\$13.50	\$3,375.00	\$12.00	\$3,000.00	\$11.50	\$2,875.00	\$9.00	\$2,250.00	\$18.00	\$4,500.00
2000 00106	Earthwork Establishing Grade, County Specs 2300	2000	SY	\$2.25	\$4,500.00	\$1.85	\$3,700.00	\$1.90	\$3,800.00	\$2.40	\$4,800.00	\$3.50	\$7,000.00	\$7.00	\$14,000.00	\$2.00	\$4,000.00	\$3.00	\$6,000.00	\$2.15	\$4,300.00	\$2.00	\$4,000.00	\$1.45	\$2,900.00	\$1.50	\$3,000.00	\$3.00	\$6,000.00
07400- 00101	Relocate Traffic Signs	2	EA	\$43.00	\$86.00	\$50.00	\$100.00	\$40.00	\$80.00	\$39.40	\$78.80	\$75.00	\$150.00	\$40.00	\$80.00	\$55.00	\$110.00	\$50.00	\$100.00	\$55.00	\$110.00	\$40.00	\$80.00	\$37.00	\$74.00	\$50.00	\$100.00	\$40.00	\$80.00
08100- 00102	FDOT Type B curb, FDOT Index 300	225	LF	\$17.50	\$3,937.50	\$15.00	\$3,375.00	\$14.50	\$3,262.50	\$23.65	\$5,321.25	\$25.00	\$5,625.00	\$16.00	\$3,600.00	\$17.85	\$4,016.25	\$20.00	\$4,500.00	\$14.90	\$3,352.50	\$17.00	\$3,825.00	\$14.25	\$3,206.25	\$15.00	\$3,375.00	\$25.00	\$5,625.00
08100- 00113	Valley Gutter Section, 6" thick, Per County Detail	30	SY	\$42.50	\$1,275.00	\$50.00	\$1,500.00	\$33.00	\$990.00	\$27.85	\$835.50	\$27.00	\$810.00	\$30.00	\$900.00	\$36.75	\$1,102.50	\$51.25	\$1,537.50	\$72.00	\$2,160.00	\$18.00	\$540.00	\$49.00	\$1,470.00	\$55.00	\$1,650.00	\$75.00	\$2,250.00
08200- 00102	4" Fiber Reinforced Concrete Driveway, over 50sy	325	SY	\$39.00	\$12,675.00	\$34.50	\$11,212.50	\$32.00	\$10,400.00	\$47.25	\$15,356.25	\$47.00	\$15,275.00	\$48.00	\$15,600.00	\$37.00	\$12,025.00	\$48.00	\$15,600.00	\$40.00	\$13,000.00	\$30.00	\$9,750.00	\$32.00	\$10,400.00	\$31.00	\$10,075.00	\$45.00	\$14,625.00
08300- 00104	5' Fiber Reinforced Concrete Sidewalk, over 80lf	800	LF	\$21.50	\$17,200.00	\$19.00	\$15,200.00	\$18.65	\$14,920.00	\$26.25	\$21,000.00	\$27.00	\$21,600.00	\$30.00	\$24,000.00	\$19.00	\$15,200.00	\$30.00	\$24,000.00	\$21.50	\$17,200.00	\$19.50	\$15,600.00	\$18.95	\$15,160.00	\$18.50	\$14,800.00	\$25.00	\$20,000.00
08300- 00107	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	2	EA	\$880.00	\$1,760.00	\$800.00	\$1,600.00	\$750.00	\$1,500.00	\$790.00	\$1,580.00	\$1,100.00	\$2,200.00	\$800.00	\$1,600.00	\$900.00	\$1,800.00	\$1,000.00	\$2,000.00	\$800.00	\$1,600.00	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00	\$800.00	\$1,600.00	\$1,350.00	\$2,700.00
08500- 00103	Remove Existing Concrete, up to 6" thick	325	SY	\$4.75	\$1,543.75	\$4.95	\$1,608.75	\$5.00	\$1,625.00	\$4.20	\$1,365.00	\$12.00	\$3,900.00	\$12.00	\$3,900.00	\$6.50	\$2,112.50	\$20.00	\$6,500.00	\$5.00	\$1,625.00	\$5.00	\$1,625.00	\$4.95	\$1,608.75	\$7.50	\$2,437.50	\$5.00	\$1,625.00
08500- 00105	Remove Existing Curb	225	LF	\$5.75	\$1,293.75	\$5.00	\$1,125.00	\$4.75	\$1,068.75	\$5.25	\$1,181.25	\$8.00	\$1,800.00	\$12.00	\$2,700.00	\$5.00	\$1,125.00	\$16.25	\$3,656.25	\$25.00	\$5,625.00	\$4.00	\$900.00	\$4.50	\$1,012.50	\$5.00	\$1,125.00	\$3.00	\$675.00
09100- 00904	Reconstruct Inlet Wall	9	SF	\$1,267.00	\$11,403.00	\$1,000.00	\$9,000.00	\$7.50	\$67.50	\$1,680.00	\$15,120.00	\$2,100.00	\$18,900.00	\$200.00	\$1,800.00	\$75.00	\$675.00	\$3,500.00	\$31,500.00	. ,	\$9,540.00	\$2,800.00	\$25,200.00	\$1,000.00	\$9,000.00	\$25.00	\$225.00	\$100.00	\$900.00
09100- 00907	Remove and Replace County Type A Inlet Top	1	EA	\$2,975.00	\$2,975.00	\$2,400.00	\$2,400.00	\$1,900.00	\$1,900.00	\$1,630.00	\$1,630.00	\$800.00	\$800.00	\$3,800.00	\$3,800.00	\$1,900.00	\$1,900.00	\$8,000.00	\$8,000.00	\$4,240.00	\$4,240.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00
09500- 00111	Remove Sand, Silt, & Vegetation From Existing Culverts	5	CY	\$224.44	\$1,122.20	\$235.00	\$1,175.00	\$70.00	\$350.00	\$290.00	\$1,450.00	\$500.00	\$2,500.00	\$250.00	\$1,250.00	\$250.00	\$1,250.00	\$688.05	\$3,440.25	\$280.00	\$1,400.00	\$300.00	\$1,500.00	\$250.00	\$1,250.00	\$100.00	\$500.00	\$450.00	\$2,250.00
11400- 00101	Adjust Water Meter, includes all appurtenances for adjustment to final grade	3	EA	\$263.00	\$789.00	\$315.00	\$945.00	\$300.00	\$900.00	\$290.00	\$870.00	\$900.00	\$2,700.00	No Bid	No Bid	\$350.00	\$1,050.00	\$562.50	\$1,687.50	\$371.00	\$1,113.00	\$500.00	\$1,500.00	\$325.00	\$975.00	\$350.00	\$1,050.00	No Bid	No Bid
11400- 00102	Adjust Water Valve, includes all appurtenances for adjustment to final grade	3	EA	\$542.41	\$1,627.23	\$315.00	\$945.00	\$325.00	\$975.00	\$840.00	\$2,520.00	\$900.00	\$2,700.00	No Bid	No Bid	\$550.00	\$1,650.00	\$562.50	\$1,687.50	\$477.00	\$1,431.00	\$500.00	\$1,500.00	\$350.00	\$1,050.00	\$350.00	\$1,050.00	No Bid	No Bid
13100- 00101	Centipede Sod, Staked	900	SY	\$3.10	\$2,790.00	\$3.00	\$2,700.00	\$2.25	\$2,025.00	\$3.00	\$2,700.00	\$4.50	\$4,050.00	\$5.00	\$4,500.00	\$3.25	\$2,925.00	\$4.50	\$4,050.00	\$2.80	\$2,520.00	\$2.85	\$2,565.00	\$2.30	\$2,070.00	\$3.50	\$3,150.00	\$3.00	\$2,700.00
13300- 00101	Silt Fence Type III	1500	LF	\$3.15	\$4,725.00	\$2.00	\$3,000.00	\$1.25	\$1,875.00	\$2.40	\$3,600.00	\$4.00	\$6,000.00	\$4.00	\$6,000.00	\$2.00	\$3,000.00	\$7.50	\$11,250.00	\$2.25	\$3,375.00	\$3.50	\$5,250.00	\$2.10	\$3,150.00	\$2.20	\$3,300.00	\$3.00	\$4,500.00
13300- 00107	Synthetic Erosion Control Waddles	35	LF	\$7.50	\$262.50	\$20.00	\$700.00	\$4.25	\$148.75	\$7.50	\$262.50	\$10.00	\$350.00	\$15.00	\$525.00	\$7.00	\$245.00	\$6.25	\$218.75	\$10.00	\$350.00	\$25.00	\$875.00	\$9.00	\$315.00	\$10.00	\$350.00	\$10.00	\$350.00
13300- 00108	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	1	EA	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,575.00	\$1,575.00	\$1,400.00	\$1,400.00	\$2,200.00	\$2,200.00	\$1,250.00	\$1,250.00	\$3,125.00	\$3,125.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$1,400.00	\$1,400.00	\$1,250.00	\$1,250.00	\$500.00	\$500.00
13300- 00110	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	1	EA	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,525.00	\$1,525.00	\$1,750.00	\$1,750.00	\$8,000.00	\$8,000.00	\$1,500.00	\$1,500.00	\$3,125.00	\$3,125.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
		Sub Totals			\$86,526.93		\$72,696.25		\$60,751.76		\$100,090.55		\$114,785.00		No Bid		\$68,261.25	5	\$147,202.75		\$90,786.50		\$102,265.00		\$70,336.50		\$64,687.50		No Bid
07900- 00100	MOT Based on section 07900-00100 and sub total of project	t			\$3,350.00		\$2,500.00		\$4,900.00		\$3,680.00		\$7,500.00		\$0.00		\$3,200.00)	\$18,750.00		\$3,500.00		\$7,000.00		\$3,500.00		\$3,500.00		\$0.00
01100- 00100	Performance and Payment Bond (Required for projects over \$25,000.00)				\$2,696.31		\$1,409.93		\$1,313.04		\$2,594.26		\$2,445.70		No Bid		\$1,429.23	3	\$2,074.41		\$1,084.29		\$109,265.00		\$775.28		\$1,704.69	<u> </u>	No Bid
		Grand Total			\$92,573.24		\$76,606.18		\$66,964.80		\$106,364.81		\$124,730.70		No Bid		\$72,890.48	3	\$168,027.16		\$95,370.79		\$218,530.00		\$74,611.78		\$69,892.19		No Bid
	Balance of Line (may not exceed 25% of total cost)) Qty	Units																										
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	,	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Balance of Line Tota			ļļ	\$0.00	 	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\vdash	\$0.00		\$0.00		\$0.00
	Additional Performance and Payment Bond			-	\$0.00		\$0.00		\$0.00	 	\$0.00		\$0.00		\$0.00	=	\$0.00		\$0.00		\$0.00		\$0.00	1	\$0.00		\$0.00		\$0.00
	Revised Grand Total with BOI	<u> </u>			\$92,573.24		\$76,606.18		\$66,964.80		\$106,364.81		\$124,730.70		No Bid		\$72,890.48	3	\$168,027.16		\$95,370.79		\$218,530.00		\$74,611.78		\$69,892.19		No Bid



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17627 County Administrator's Report 8. 1.

BCC Regular Meeting Discussion

Meeting Date: 04/02/2020

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. First United Methodist Church Pensacola, in the amount of \$1,000;
- B. Pensacola Recreational Fisherman's Association, in the amount of \$1,000;
- C. New World Believers, in the amount of \$5,000;
- D. Pathways for Change, Inc., in the amount of \$12,000;
- E. Civitan International, in the amount of \$4,000;
- F. Pensacola Chapter Military Officers Association of America, in the amount of \$4,000;
- G. National Flight Academy, in the amount of \$25,000; and
- H. Studer Community Institute, 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 provided):

First United Methodist Church Pensacola - \$1,000
Pensacola Recreational Fisherman's Association - \$1,000
New World Believers - \$5,000
Pathways for Change, Inc. - \$12,000
Civitan International - \$4,000
Pensacola Chapter Military Officers Assoication of America - \$4,000
National Flight Academy - \$25,000
Studer Community Institute - \$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

First United Methodist Church Pensacola

Pensacola Recreational Fisherman's Association

New World Believers

Pathways for Change, Inc.

Civitan International

<u>PMOAA</u>

National Flight Academy

Studer Community Institute

MAILING ADDRESS

P. O. Box 18770 Pensacola, Florida 32523 (850) 436-9630



LOCATION
1700 W. Leonard St.
Pensacola Florida 3250

Pensacola, Florida 32501 www.escambiaso.com

March 2, 2020

First United Methodist Church Pensacola Attn: Richard Branch 6 E. Wright Street, Pensacola FL 32501

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated February 21, 2020.

Dear Richard Branch,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of \$1000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA





ESCAMBIA COUNTY SHERIFF'S OFFICE APPLICATION FOR STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a ju	stification statemers areas: (Check the ap		ncourages o	one of the
CRIME PREVENTION I	_		TON SAFE	E NEIGHBORHOOD
Funds will be used for: (Check the appro		DAOG EDOGET	1011	
PROMOTIONAL/ADVERTISI	_		DIRECT SUPP	PORT
The Documents listed below MUST	be attached to your	request: (Check the a	propriate boxes)
501c3 or c4 OR NOT-	FOR-PROFIT AND	₩-9 AND	CERTIC/	ATE OF EXEMPTION
To be considered the Application M	JST be Complete	d, Signed and AL	L Docume	ntation Attached
ORGANIZATION/AGENCY NAME: First United M	ethodist Church	righes and displications the second displacement of the second se	DATE	02/21/2020
POINT OF CONTACT Richard Branch	takke ang adal ang kenang andal di pel dan daman dan dipelakkan ang ank saker aki, m	P	PH# (850) 32	24-9874
EMAIL ADDRESS: rbranch@fumcpensacola.	com	INITIAL REQUEST	PREVIO	DUS REQUEST
DATE FUNDS NEEDED (The BOCC will process)	04/01/2020	AMOUN	T REQUESTED:	\$ 1,000
CHECK PAYABLE TO: FUMC, Pensacola	atud (Eist trik tida dian Juliat) ju wan diETMOA di Millia. 647 47 atud 1 47 hij hi Milliah	•		
COMPLETE MAILING ADDRESS:	IEW ADDRESS	n a name alamanda, anja-maja-mand dash didapa ballah galil Ame. Is di mandal fullik dilik dat saks		
Street 6 E. Wright Street	City Po	ensacola	State FL	Zip Code32501
CE	RTIFICATION ST	ATEMENT		
1. As required by Florida law, the requested funds will be use 2. My agency shall, as required by Florida law, maintain reco 3. I have the appropriate authority (Board Member) on beha a. To submit this application and to ensure funds are used b. To cause the required accounting and reporting of thes	ords of these funds and pro If of the requesting agency. I for the purposes specified e funds.	vide such reports as may be	e requested by the	e Sheriff. (Initial)
All representations in this application ar	e true to the best of	my knowledge and	benei 1.	. ,
NAME OF CERTIFYING OFFICIAL Richard Branch	F with the said that which believe of spaces and spaces and spaces of spaces and	TITLE OF O	CERTIFYING	OFFICIAL
SIGNATURE (Digital)		jviiriistei	DATE	E
253	mas to the section formation of the PRESENCE AND ADDRESS OF THE SECTION ADDRESS O	02/21/20	20	
	STAFF USE OF		Brigge	abulate .
SIGNATURE		APPROVED DENIE	D COM	MENTS
LEGAL A LAT				and the street annual rest. In the street, and
CHIEF		T I	AMOUNT	# 1 200 2
SHERIFF			APPROVED OF	IIS REQUEST
CFO ASSISTANT	Date processed	3/2/20	COMPLIES W 932.7055(5)	TH FLORIDA STATUE
Dilagan	- 1 -	12/20:	DAVID MORG	AN. SHERIFF
	ORIGIN	IAL .	DATE	lo <i>U</i>

ORGANIZATION/AGENCY NAME:

First United Methodist Church

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 <u>CANNOT</u> 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 Youth Success Week Ceremony, on Thursday, April 16, is an event where the Escambia Juvenile Justice Council recognizes youth involved with DJJ for outstanding achievement. The theme: "HELP! Hope, Encouragement, Love and Patience. We would be honored to have Sheriff Morgan and his guests attend.

As a member of the Juvenile Justice Council of Escambia County, FUMC, Pensacola is acting as the fiscal agent for Juvenile Justice Youth Success Week. This is an opportunity for the community to recognize and encourage youth, formerly or currently involved with DJJ or prevention programs, for positive accomplishments.



PO Box 340029 Nashville, TN 37203-0029

May 2, 2007

FIRST UNITED METHODIST CHURCH c/o Reverend Dr. Wesley Wachob 6 E. Wright Street Pensacola, FL 32501

Re: Certification of Inclusion in The United Methodist Church Group Tax Exemption Ruling Affiliated Organization: <u>First United Methodist Church</u>

Affiliated Organization's Employer Identification Number (EIN): 59-0637843 Date of Inclusion: October 16, 1974

Dear Reverend Wachob:

This letter will certify that the affiliated organization named above has been and continues to be included in The United Methodist Church Group Tax Exemption Ruling ("UMC Group Ruling"). In particular, as stated in the group ruling determination letter issued to The United Methodist Church by the Internal Revenue Service ("IRS"), this affiliated organization is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.

This certification letter is issued by the General Council on Finance and Administration of The United Methodist Church ("GCFA"). As the central organization for the UMC Group Ruling, GCFA has been granted the authority by the IRS to determine which organizations are included in the UMC Group Ruling. Thus, this certification letter, together with the enclosed copy of the IRS group ruling determination letter, serves to verify the tax-exempt status of this affiliated organization.

If you have any further questions, please feel free to contact the GCFA Legal Department at (866) 367-4232 or legal@gcfa.org.

Sincerely,

GENERAL COUNCIL ON FINANCE AND ADMINISTRATION OF THE UNITED METHODIST CHURCH

Sandra Lackore

General Secretary and Treasurer

iy: 🔟

Associate General Counsel

Enclosures



Consumer's Certificate of Exemption

DR-14 R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8012621027C-8

01/31/2019

01/31/2024

RELIGIOUS-PHYSICAL PLACE

Certificate Number

Effective Date

Expiration Date

Exemption Category

This certifies that

FIRST UNITED METHODIST CHURCH OF PENSACOLA FLORIDA INC 6 E WRIGHT ST PENSACOLA FL 32501-4846

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14 R. 01/18

- 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.
- 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.
- 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.

(Rev. August 2013)

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not eand to the IDS

Intern	al Revenue Service	scrip to the life,
	Name (as shown on your income as return) first United Business name/disregarded entity name, if different from above	
ige 2.	Business rights distributed entry frame, if different from above	
ä	Check appropriate box for federal tax classification:	tions (see instructions):
ns or	☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	
동	The Bank Bank Bank Bank Bank Bank Bank Bank	t payee code (if any)
ž č	Example code (i	tion from FATCA reporting
Print or type Ic Instructions	W Other (see instructions) > non-profit (o gora tion (4-mod Under TRSCade 50/(c)(3)
Print or type See Specific Instructions on page	Address (number, greet, and apt. or sine no.) Requester's name and address (number, greet, and ziP code	ess (optional)
Š	Ponso cola LL 32501 List account number(s) here (optional)	
	and another fairness (a) there (optional)	
Par	Taxpayer Identification Number (TIN)	
Enter	your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line Social security nu	mber
to avo reside entitie	id backup withholding. For individuals, this is your social security number (SSN). However, for a nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other s, it is your employer identification number (EIN). If you do not have a number, see How to get a page 3.	-
	If the account is in more than one name, see the chart on page 4 for guidelines on whose Employer identific	ation number
	r to enter.	37843
Part	1 Certification	2 10 00
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	ne), and
Ser	not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified b vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS onger subject to backup withholding, and	y the Internal Revenue has notified me that I am
3. Ian	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.	
oecaus nteres jenera	cation instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject by one was a failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not appeal, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement a ly, payments other than interest and dividends, you are not required to sign the certification, but you must provide your ions on page 3.	ply. For mortgage
Sign Here	Signature of UKabiH Nove Date 1-2/-202	O

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. The IRS has created a page on IRS gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number
- 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.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- . An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- · An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received. such dusiness. Further, in certain cases where a Form w-5 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income. MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630



LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

March 4, 2020

Pensacola Recreational Fisherman's Association Attn: Walt Kostevicki 1139 Oriole Beach Road, Gulf Breeze FL 32563

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated February 25, 2020.

Dear Walt Kostevicki,

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 \$1000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA

ACCREDITED



ESCAMBIA COUNTY SHERIFF'S OFFICE APPLICATION FOR STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification state	
following areas: (Check the	DN 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 y	our request: (Check the appropriate boxes)
501c3 or c4 OR NOT-FOR-PROFIT A	ND W-9 AND CERTICATE OF EXEMPTION
To be considered the Application MUST be Compl	eted, Signed and ALL Documentation Attached
ORGANIZATION/AGENCY NAME: Pensacola Recreational Fish	erman's Assoc. DATE 02/25/2020
POINT OF CONTACT Walt Kostevicki	PH# 850-554,0836
EMAIL ADDRESS: waltkost@aol.com	INITIAL REQUEST PREVIOUS REQUEST
DATE FUNDS NEEDED (The BOCC will process) 04/11/2020	AMOUNT REQUESTED: #1,000.00
CHECK PAYABLE TO: PRFA or Pensacola Recreational Fi	sherman's Assoc.
COMPLETE MAILING ADDRESS: NEW ADDRESS	
Street 1139 Oriole Beach Road	Gulf Breeze State FL Zip Code 32563
CERTIFICATION	STATEMENT
 As required by Florida law, the requested funds will be used for the purpose spe My agency shall, as required by Florida law, maintain records of these funds and I have the appropriate authority (Board Member) on behalf of the requesting ag To submit this application and to ensure funds are used for the purposes spec To cause the required accounting and reporting of these funds. All representations in this application are true to the bes	I provide such reports as may be requested by the Sheriff. ency. cified herein.
NAME OF CERTIFYING OFFICIAL Walt Kostevicki	TITLE OF CERTIFYING OFFICIAL Member, Board of Directors
SIGNATURE (Digital)	DATE
Welt Kostwards	02/25/2020
STAFF USI	
CFO	APPROVED DENIED COMMENTS
LEGAL	
CHIEF NOT Available	AMOUNT APPROVED BI ON D
SHERIFF	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE
CFO ASSISTANT Date processed	3/4/20 932.7055(5)
2 a raffer	DAVID MORGAN, SHERIFF
ORIO	3/VAL

ORGANIZATION/AGENCY NAME:

Pensacola Recreational Fisherman's Assoc.

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 <u>CANNOT</u> 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 funds will be used to provide fishing tackle, rods & reels, T-shirts, food, bait, and other fishing related items to Kids between the ages of 5 and 15. We also provide them with a 5 gallon bucket with fishing related stuff in it. We would be pleased to put any related literature against drugs that your office may have into this bucket also.

We firmly believe that getting a Kid hooked on fishing will help to keep them away from getting hooked on drugs and getting into trouble in general.

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

MAY 2 2 2019

Date:

PENSACOLA RECREATIONAL FISHERMEN ASSOCIATION INC P O BOX 13631 PENSACOLA, FL 32591-0000

Employer Identification Number: 59-3721940 DLN: 26053533005679 Contact Person: CUSTOMER SERVICE ID# 31954 Contact Telephone Number: (877) 829-5500 Accounting Period Ending: December 31 Public Charity Status: 509(a)(2) Form 990/990-EZ/990-N Required: Yes Effective Date of Exemption: May 10, 2019 Contribution Deductibility: 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.

PENSACOLA RECREATIONAL FISHERMEN

Sincerely,

stephen a martin

Director, Exempt Organizations Rulings and Agreements



Consumer's Certificate of Exemption

DR-14 R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8017858606C-8	07/30/2019	07/31/2024	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

PENSACOLA RECREATIONAL FISHERMEN ASSOCIA TION INC 750 COLLEGE BLVD PENSACOLA FL 32504

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14 R. 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.
- 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.

(Rev. October 2018) Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Interna	Revenue Service	I	Go to www.irs.g					Hau	IUII.							
			ax return). Name is		e; do not leave this	s line blank,										
	Pensacola Rec															
	2 Business name/o	lisregarded entity	name, if different fr	om above												
n page 3.	following seven b	ooxes.	tax classification of						of the	cer	tain e	ntities	(code s, not in page	ndivid		
ons	single-membe					•				Exempt payee code (if any)						
r typ			r the tax classification							_						
Print or type. Specific Instructions on page	LLC if the LLC another LLC t	is classified as a hat is not disrega	ox in the line above a single-member LLC arded from the owne should check the ap	C that is disregarde er for U.S. federal ta	ed from the owner ax purposes. Othe	unless the drawise, a sing	owner of t gle-memb	he LI	LC is		emptio de (if a		m FAT	CA re	portir	ng ———
eci	Other (see ins				01(c) 3		l n .			_	_		maintain		de the	U.S.)
e Si	· ·		or suite no.) See ins	structions.			Request	ter's	name	and a	agres	ss (opi	lional)			
See	P.O. Box 13631 6 City, state, and Z						1									
	Pensacola, FL															
	7 List account num		nal)				l				_					
	, Elot docount man	551(5) 11512 (5p 1151														
Par	Taxpay	er Identific	ation Numbe	r (TIN)												
Enter	your TIN in the app	oropriate box. T	he TIN provided	must match the				Soc	cial se	curity	/ num	ıber				
backu	p withholding. For nt alien, sole prop	individuals, this	s is generally you	r social security i	number (SSN). I for Part I Jater I	However, f For other	ora								T	
entitie	s, it is your employ	er identification	number (EIN). If	you do not have	a number, see	How to ge	eta [L] _F		\perp	
TIN, la							1	or			4767					_
	If the account is in er To Give the Rec					hat Name	and	Em	рюуе	riden	unica	Tion n	umbe	r	-	=
Numb	er to dive the nec	dester for guid	311103 011 1111030 1	idilibor to critor.				5	9	- 3	3 7	2	1	9 4	. 0	
Par	Certific	eation													1	
	penalties of perju															
2. I an Ser	number shown or n not subject to ba vice (IRS) that I am onger subject to b	ckup withholdir subject to bac	ng because: (a) I a kup withholding a	am exempt from	backup withhol	ding, or (b) I have r	not b	been i	notific	ed by	the l	Intern	al Re I me	venu that	ue I am
	n a U.S. citizen or o	•	•	•												
	FATCA code(s) er															
you ha	cation instructions we failed to report a ition or abandonme han interest and div	all interest and dent of secured pr	ividends on your to	ax return. For real	I estate transacti outions to an ind	ons, item 2 ividual retir	does no ement ar	rang	ply. F gemer	or mo	ortgag A), an	ge inte id ger	erest p nerally	paid, , payr	nent	:s
Sign Here	Signature of U.S. person ▶	Wast	Kastan	tos			Date ► ,	2/	26	10	20,	20				
Geı	neral Instr	uctions			• Form 10 funds)	99-DIV (di	vidends,	, incl	luding	tho:	se fro	om sto	ocks (or mu	rtual	
Section noted.	n references are to	the Internal Re	evenue Code unie	ess otherwise	•	99-MISC	(various	type	es of i	ncon	ie, pr	izes,	awar	o, at	gro	SS
related	e developments. I d to Form W-9 and ney were published	l its instructions	i, such as legislati			99-B (stoo		tual	fund	sales	and	certa	iin oth	ıer		
	,		s.gov/Folllivva.		• Form 10	199-S (prod	ceeds fro	om r	eal es	tate	trans	actio	ns)			
Pur	pose of Fori	m				99-K (mer				•	-					•
inform	ividual or entity (Fo	ne IRS must obt	tain your correct t	taxpayer	1098-T (tu				terest), 109	38-E	(stud	ent lo	an in	teres	st),
(SSN)	ication number (TII individual taxpaye	N) which may be identification	e your social sect number (ITIN), ad	unty number loption		199-C (can		,								
taxpay	er identification nu	umber (ATIN), o	r employer identif	fication number		99-A (acqu							•		,	
amou	to report on an info nt reportable on an s include, but are r	information ret	turn. Examples of	to you, or other information	alien), to p	rm W-9 on provide you	ur correc	t TII	N.		•		J			
	s include, but are r n 1099-INT (interes		•			o not retur t to backu _l										

later.

We Proudly Support the Annual Pensacola

Kids' Fishing Clinic

Presented by:





On Saturday, April 11th, 2020 at Vince Whibbs Sr. Maritime Park (Wahoos Ballpark)

Registration begins at 8:30 am and will conclude when 350 participants is reached.















This is a photo Catch-and-Release Event.

Participants Must Be Accompanied by an Adult. Free Fishing

to be Given Avery to Participants ages 5 to 15 years Completion of

Combos to be Given Away to Participants ages 5 to 15 upon Completion of the Clinic, While Supplies Last, Compliments of Our Sponsors.

To SPONSOR, VOLUNTEER, or for more information, please contact Scot Mason at (850) 516-0515 or prfa@mchsi.com or Marine@MyFWC.com

MAILING ADDRESS

P. O. Box 18770 Pensacola, Florida 32523 (850) 436-9630



LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

March 4, 2020

New World Believers Attn: Rodney Jones 615 North W. Street, Pensacola FL 32505

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated February 27, 2020.

Dear Rodney Jones,

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.

FLORIDA

ACCREDITED

LTR-01 (06/2015)



ESCAMBIA COUNTY SHERIFF'S OFFICE APPLICATION FOR STATE LAW ENFORCEMENT TRUST FUND MONIES

	ation statement (Page 2) that encourages one of the
	AS: (Check the appropriate box or boxes) PREVENTION ORUG EDUCATION SAFE NEIGHBORHOOD
Funds will be used for: (Check the appropriate by	
PROMOTE CRIME/DRUG ABUSE PE	OB .
The Documents listed below MUST be att	ached to your request: (Check the appropriate boxes)
√ 501c3 or c4 OR NOT-FOR-I	PROFIT AND W-9 AND CERTICATE OF EXEMPTION
To be considered the Application MUST I	pe Completed, Signed and ALL Documentation Attached
ORGANIZATION/AGENCY NAME: NEW WORLD BELII	EVERS DATE 2/27 /2020
POINT OF CONTACT RODNEY JONES	PH# [850]2932756
EMAIL ADDRESS: rjbyfaithnotsight@gmail.com	INITIAL REQUEST PREVIOUS REQUEST
DATE FUNDS NEEDED (The BOCC will process)	20, 2020 AMOUNT REQUESTED: 5000
CHECK PAYABLE TO: new world believers	
COMPLETE MAILING ADDRESS: NEW AI	DDRESS
Street 615 North W. street	City Pensacola State Fla. Zip Code32505
CERTIF	ICATION STATEMENT
3. I have the appropriate authority (Board Member) on behalf of the a. To submit this application and to ensure funds are used for the b. To cause the required accounting and reporting of these funds	hese funds and provide such reports as may be requested by the Sheriff. requesting agency. purposes specified herein.
NAME OF CERTIFYING OFFICIAL	TITLE OF CERTIFYING OFFICIAL
Rodney Jones	і: Т
SIGNATURE (Digital)	DATE DATE
The state of the s	TAFF USE ONLY
SIGNATURE	APPROVED DENIED COMMENTS
LEGAL	
W. FUEC	AMOUNT #5 000
SHERIFF Not Available	I CERTIFY THIS REQUEST
CFO ASSISTANT DE	ate processed 3/4/20 932.7055(5)
Del apper	DAVID MORGAN, SHERIFF
1/2015	ORIGINAL DATE

ORGANIZATION/AGENCY NAME:

NEW WORLD BELIEVERS

Per Florida 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

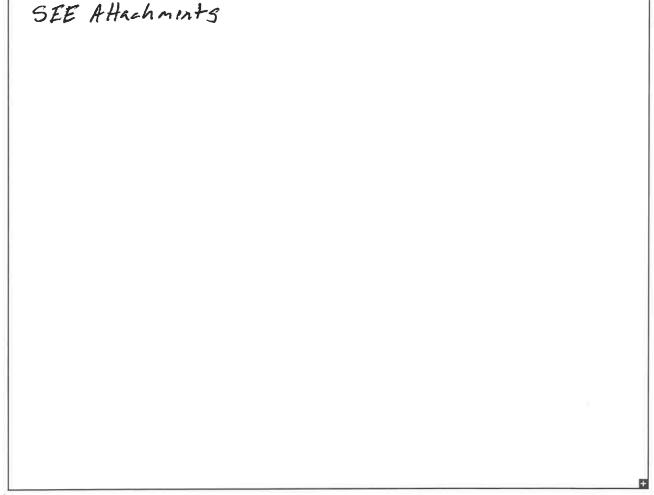
REQUIRED INFORMATION

THIS APPLICATION <u>CANNOT</u> 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





NEW WORLD BELIEVER'S EYES WIDE OPEN COMMUNITY ENHANCEMENT PROGRAM

POSITIVE LIVING EVENTS

April 11, 2020 10:30am-1pm

LOCATION: 2112 W. YONGE

On the corner of Pst. & Yonge

TIME: 10:30AM-1PM

There will be food entertainment

SPONSERS: The NAACP, Omega Psi Phi Fraternity Inc. Escambia
County Health Dept. New World Believer's, Escambia County Sheriff's
Office, Publix, Unity and Charity Church, Unity and the Family
Ministry, Stronger Together, and Movement For Change

Your Life...Your Community-NO PLACE for DRUGS PAID FOR BY THE ESCAMBIA COUNTY SHERFF'S OFFICE WITH LAW ENFORCEMENT TRUST FUND MONIES

CONTACT:

RODNEY

JONES

(607-3252)

EMAIL:RJBYFAITHNOTSIGHT@GMAIL.





New World Believers

1211 Santa Fe Circle.

Pensacola Fl. 32505

NWB will use this funding to sponsor NWB H.O.O.P.S. Providing youth with a host of services from CBT, to substance abuse treatment in-conjunction with the list below. The sponsorship is for NWB diversionary prevention and intervention programs. This will help NWB H.O.O.P.S. in its efforts to reduce crime build futures and save lives.

Funding Justification;

<u>Item</u>	Cost
xBus Passes	\$60x6=\$360
xFood/Hygiene Products	\$120x6=\$720
xCrime prevention/educational materials Laptops	\$15x\$425=\$6375
xCrime Prevention workshops per)	\$500x3=\$1500(food&drink
Total	\$8955.00
Amount of Funds Seeking	\$5000.00

Contact Info:

RODNEY JONES NEW WORLD BELIEVER'S 1211 Santa Fe Circle PENSACOLA Fl 32505

Phone: (850)293-2756

Email:rjbyfaithnotsight@gmail.com

INTERNAL REVENUS SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

ID

52413

Date: AUG 1 6 2008

NEW WORLD BELIEVERS 20 BOX 4295 PENSACOLA, FL 32507

Employer Identification Number 30-0236534 DIN: 205210029 Contact Person: MARC KENNEDY Contact Telephone Number: (877) 829-5500 Accounting Period Ending: December 31 Public Charity Status: 176(b)91)(A)(vi) Form 990 Required: Yes Effective Date of Exemption: November 20, 2004 Contribution Deductibility:

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from rederal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are definctible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records-

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt

Letter 1045 (DO/G)



Consumer's Certificate of Exemption

DR-14 R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8013463651C-2

11/30/2015

11/30/2020

501(C)(3) ORGANIZATION

Certificate Number

Effective Date

Expiration Date

Exemption Category

This certifies that

NEW WORLD BELIEVERS 1211 SANTA FE CIR PENSACOLA FL 32505-3948

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14 R. 10/15

- 1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
- 2. Your Consumer's Certificate of Exemption is to be used solely by your organization for your organization's customary nonprofit activities.
- 3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
- 4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
- 5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
- 6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

(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.

	Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank.								
	2 Business name/disregarded entity name, if different from above									
e 2.	NEW WORLD BELIEVERS									
ğ										_
Ē	3 Check appropriate box for federal tax classification; check only one of the foll				4 Ex	emptior in entitie	s (cod s. no	des apply t individu	/ only t als: se	o e
200	Individual/sole proprietor or C Corporation S Corporation single-member LLC	n Partnership	Trust/e	state	instru	ictions d	on pag	ge 3):	•	
YPE	Limited liability company. Enter the tax classification (C=C corporation, S=S	corporation, P≃partnersh	nip) ►		Exem	pt paye	e cod	e (if any)		
or t	Note. For a single-member LLC that is disregarded, do not check LLC; che	ck the appropriate box in	the line abo	ve for	1	•	om F/	ATCA rep	orting	
Print or type Specific Instructions on page	the tax classification of the single-member owner.					(if any)				_
ic P	Other (see instructions)		D					tained outsid	le the U.S	5.)
Çi	5 Address (number, street, and apt. or suite no.)		Requester's	name a	and ad	dress (o	ptiona	ai)		
Spe	1211 Santa FE CIRCLE									
See	6 City, state, and ZIP code									
Ś	PENSACOLA FLORIDA 32505									_
	7 List account number(s) here (optional)									
_										_
Par										_
	your TIN in the appropriate box. The TIN provided must match the name			cial se	curity	number	_			
	p withholding. For individuals, this is generally your social security numbers allow, sole proprietor, or disregarded entity, see the Part I instructions		ra		_		1_			
	es, it is your employer identification number (EIN). If you do not have a new		a							
TIN O	n page 3.		or							
111101	- Page 6.									
Note.	If the account is in more than one name, see the instructions for line 1 a	and the chart on page	4 for Em	ployer	identi	fication	num	ber		
Note.		and the chart on page 4	4 for Em	o	identi	fication 2 3	T	ber 5 3	4	
Note. guidel	If the account is in more than one name, see the instructions for line 1 a lines on whose number to enter.	and the chart on page 4	TION =				T		4	
Note. guidel	If the account is in more than one name, see the instructions for line 1 a lines on whose number to enter. t II Certification	and the chart on page 4	TION =				T		4	_
Note. guidel Par Under	If the account is in more than one name, see the instructions for line 1 a lines on whose number to enter. t II Certification penalties of perjury, I certify that:		3	0	- 0	2 3	6		4	_
Par Under	If the account is in more than one name, see the instructions for line 1 a lines on whose number to enter. If the account is in more than one name, see the instructions for line 1 a lines on whose number to enter. If the account is in more than one name, see the instructions for line 1 a lines on whose number to enter the instructions for line 1 a lines on whose number of the instructions for line 1 a lines on whose number to enter the instructions for line 1 a lines on whose number to enter the instructions for line 1 a lines on whose number to enter the instructions for line 1 a lines on whose number to enter.	per (or I am waiting for a	3 a number to	0 be is	- 0	2 3	6 and	5 3		_
Par Under 1. The	If the account is in more than one name, see the instructions for line 1 a lines on whose number to enter. t II Certification penalties of perjury, I certify that: e number shown on this form is my correct taxpayer identification number not subject to backup withholding because; (a) I am exempt from backup.	per (or I am waiting for a	a number to	o be is	- 0	2 3 to me);	6 and e Inte	5 3	venue	
Par Under 1. The 2. I as	If the account is in more than one name, see the instructions for line 1 a lines on whose number to enter. It I Certification Penalties of perjury, I certify that: e number shown on this form is my correct taxpayer identification number not subject to backup withholding because: (a) I am exempt from bactivice (IRS) that I am subject to backup withholding as a result of a failure.	per (or I am waiting for a	a number to	o be is	- 0	2 3 to me);	6 and e Inte	5 3	venue	am
Par Under 1. The 2. I an Se no	If the account is in more than one name, see the instructions for line 1 a lines on whose number to enter. t II Certification penalties of perjury, I certify that: e number shown on this form is my correct taxpayer identification number not subject to backup withholding because; (a) I am exempt from backup.	per (or I am waiting for a	a number to	o be is	- 0	2 3 to me);	6 and e Inte	5 3	venue	e am
Par Under 1. The 2. I as Se no	If the account is in more than one name, see the instructions for line 1 a lines on whose number to enter. The continuous content of the con	per (or I am waiting for a kup withholding, or (b) e to report all interest o	a number to	o be is been is, or (c)	- 0	2 3 to me);	6 and e Inte	5 3	venue) am
Par Under 1. The 2. Lar Se no 3. Lar 4. The	If the account is in more than one name, see the instructions for line 1 a lines on whose number to enter. The continuous perjury, I certify that: The number shown on this form is my correct taxpayer identification number and subject to backup withholding because: The number shown on this form is my correct taxpayer identification number not subject to backup withholding because: The number shown on this form is my correct taxpayer identification number not subject to backup withholding because: The number shown on this form (if any) indicating as a result of a failure longer subject to backup withholding; and The a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exemptication instructions. You must cross out item 2 above if you have been	per (or I am waiting for a skup withholding, or (b) to report all interest o t from FATCA reporting	a number to I have not or dividends	o be is been is, or (c)	- 0	2 3 to me); d by the RS has	and e Internotif	5 3	venue that i a	am
Par Under 1. The 2. Lai Se no 3. Lai 4. The	If the account is in more than one name, see the instructions for line 1 a lines on whose number to enter. The continuous perjury, I certify that: The number shown on this form is my correct taxpayer identification number and the subject to backup withholding because: The number shown on this form is my correct taxpayer identification numbers to subject to backup withholding because: The number shown on this form is my correct taxpayer identification numbers and subject to backup withholding because: The number shown on this form backup withholding as a result of a failure longer subject to backup withholding; and The a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exemptication instructions. You must cross out item 2 above if you have been use you have failed to report all interest and dividends on your tax returns.	per (or I am waiting for a ekup withholding, or (b) to report all interest of the from FATCA reporting to notified by the IRS that to real estate transa	a number to I have not or dividends g is correct at you are octions, iten	o be is been s, or (c)	- 0	to me); d by th RS has	and e Internotif	5 3	venue that i a	am
Par Under 1. The 2. Lan Se no 3. Lan 4. The Certif becau	If the account is in more than one name, see the instructions for line 1 a lines on whose number to enter. **The control of the control of t	per (or I am waiting for a ekup withholding, or (b) to report all interest of the from FATCA reporting in notified by the IRS that i. For real estate transa of debt, contributions to	a number to I have not or dividends or divid	o be is been sis, or (c)	- 0	2 3 to me); d by th RS has	and e Internotif	5 3	venue that i a holdinge), and	am
Par Under 1. The 2. Lar Se no 3. Lar 4. The Certifibecaus interes gener	If the account is in more than one name, see the instructions for line 1 a lines on whose number to enter. **Text Certification** **Text penalties of perjury, I certify that: **e number shown on this form is my correct taxpayer identification numbers in not subject to backup withholding because: (a) I am exempt from bacturice (IRS) that I am subject to backup withholding as a result of a failure longer subject to backup withholding; and **ma U.S. citizen or other U.S. person (defined below); and **e FATCA code(s) entered on this form (if any) indicating that I am exemptication instructions. You must cross out item 2 above if you have been see you have failed to report all interest and dividends on your tax returns to paid, acquisition or abandonment of secured property, cancellation of ally, payments other than interest and dividends, you are not required to	per (or I am waiting for a ekup withholding, or (b) to report all interest of the from FATCA reporting in notified by the IRS that i. For real estate transa of debt, contributions to	a number to I have not or dividends or divid	o be is been sis, or (c)	- 0	2 3 to me); d by th RS has	and e Internotif	5 3	venue that i a holdinge), and	am
Par Under 1. The 2. Lai Se no 3. Lai 4. The Certif becau interes gener instruct	If the account is in more than one name, see the instructions for line 1 a lines on whose number to enter. **The control of the control of t	per (or I am waiting for a ekup withholding, or (b) to report all interest of the from FATCA reporting in notified by the IRS that i. For real estate transa of debt, contributions to	a number to I have not or dividends or divid	o be is been sis, or (c)	- 0	2 3 to me); d by th RS has	and e Internotif	5 3	venue that i a holdinge), and	am
Par Under 1. The 2. Lar Se no 3. Lar 4. The Certifibecaus interes gener	If the account is in more than one name, see the instructions for line 1 a lines on whose number to enter. It I Certification I penalties of perjury, I certify that: I e number shown on this form is my correct taxpayer identification number and subject to backup withholding because: (a) I am exempt from bacturice (IRS) that I am subject to backup withholding as a result of a failure longer subject to backup withholding; and I m a U.S. citizen or other U.S. person (defined below); and I FATCA code(s) entered on this form (if any) indicating that I am exemptification instructions. You must cross out item 2 above if you have been use you have failed to report all interest and dividends on your tax returns to paid, acquisition or abandonment of secured property, cancellation of ally, payments other than interest and dividends, you are not required to citions on page 3. Signature of	per (or I am waiting for a ekup withholding, or (b) to report all interest of the from FATCA reporting in notified by the IRS that i. For real estate transa of debt, contributions to	a number to I have not or dividends g is correct at you are cotions, item an individe but you mu	o be is been sis, or (c)	- 0	2 3 to me); d by th RS has	and e Internotif	5 3	venue that i a holdinge), and	am
Par Under 1. The 2. Lan Se no 3. Lan 4. The Certifi because interes gener- instruc Sign Here	If the account is in more than one name, see the instructions for line 1 a lines on whose number to enter. Certification penalties of perjury, I certify that: e number shown on this form is my correct taxpayer identification number and subject to backup withholding because: (a) I am exempt from bactivice (IRS) that I am subject to backup withholding as a result of a failure longer subject to backup withholding; and a EATCA code(s) entered on this form (if any) indicating that I am exempt ication instructions. You must cross out item 2 above if you have been use you have failed to report all interest and dividends on your tax returnst paid, acquisition or abandonment of secured property, cancellation of ally, payments other than interest and dividends, you are not required to ctions on page 3. Signature of	eer (or I am waiting for a skup withholding, or (b) e to report all interest of the from FATCA reporting notified by the IRS that For real estate transa of debt, contributions to o sign the certification,	a number to I have not or dividends at you are of the citions, item an individual but you mute.	o be is been is, or (c)	- 0 ssued notifie) the III	to me); d by the RS has be properties to apply. It arranour control of the results are also apply.	and and back For rect	5 3 ernal Relied me	holdinge, and ethe	am
Par Under 1. The 2. Lan Se no 3. Lan 4. The Certif becau interes gener instruc Sign Here	If the account is in more than one name, see the instructions for line 1 a lines on whose number to enter. **The control of the control of t	per (or I am waiting for a ekup withholding, or (b) to report all interest of the from FATCA reporting in notified by the IRS the for real estate transa of debt, contributions to to sign the certification,	a number to I have not or dividends g is correct at you are octions, item an individue but you must be but gage interest	o be is been is, or (c)	- 0 ssued notifie) the III	to me); d by the RS has be properties to apply. It arranour control of the results are also apply.	and and back For rect	5 3 ernal Relied me	holdinge, and ethe	am

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 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

March 4, 2020

Pathways for Change Attn: Connie Bookman

P.O. Box 17852 Pensacola FL 32522

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated March 3, 2020.

Dear Connie Bookman,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of \$12,000. 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





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 <u>MUST</u> 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: Pathways For Change	
POINT OF CONTACT Connie Bookman	PH# 850-346-2922
EMAIL ADDRESS: cbookman@pathwaysforchange.org	INITIAL DEQUEST DEEVIOUS DEQUEST
DATE FUNDS NEEDED (The BOCC will process) 5/13/2	
CHECK PAYABLE TO: Pathways For Change, Inc.	
COMPLETE MAILING ADDRESS: NEW ADD	RESS
Street PO Box 17852	City Pensacola State FL Zip Code 32522
CERTIFICATION STATEMENT	
 As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff. I have the appropriate authority (Board Member) on behalf of the requesting agency. To submit this application and to ensure funds are used for the purposes specified herein. 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	TITLE OF CERTIFYING OFFICIAL
SIGNATURE (Digital)	DATE
1	
SIGNATURE	AFF USE ONLY APPROVED DENIED COMMENTS
СРО	Sommen's
LEGAL W. W.	AMOUNT H
SHERIFF Not Available	APPROVED PLOOD APPROVED I CERTIFY THIS REQUEST
	COMPLIES WITH FLORIDA STATUE
Dil will	processed 3/4/20 932.7055(5) DAVID MORGAN, SHERIFF
1110	DATE TO THE PARTY OF THE PARTY



ORGANIZATION/AGENCY NAME:

Pathways For Change, 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

Pathways for Change is a faith-based, non-profit organization focused on Changing Lives, Reducing Crime, and Building Futures. Pathways for Change has been successful in fulfilling this mission by offering a multitude of programs in six key concentrations; Education, Workforce Development, Counseling, Reintegration Services, Family Support Services, and Veteran Services. PFC is fighting poverty and helping people become the best possible versions of themselves through four main community programs; Men's Residential Treatment, The Family Center, Women Veteran's Treatment, and Professionally Aligned Therapeutic Health Internships.

The Men's Residential Treatment Program strives for lifelong results by not solely relying on counseling, but also assisting clients in the other five concentrations that pertain to their lives and continual success outside of the residential program.

MRT is a 540-day treatment and reentry program with a 70% success rate. The first two phases (180 days) are spent in "lock down"-clients/inmates do not leave the Work Release facility and they take the majority of the 27 classes required. Phase three (90 days) requires giving back to our community. Clients are in classes four days and spend the additional three days volunteering at partner organizations. In 2019, our clients performed 20,158 hours of community service. In Phase four (90 days), they are still living in the dorm with daily monitoring, but going out to work with preapproved employers. The reentry director visits their worksites, meets with employers and does random drug screening. 100% of our men are employed and are paying court costs, fines, restitution and child support for a total of \$9,955 in 2019. They are required to be established in a faith-based organization/church of their choice so they have another community in which to rely. They are required to turn in weekly financial and activity reports so we know how they are spending their money and time. In Phases five and six (final 180 days), they are moved out of the dorm an into preapproved housing. The Reentry and Aftercare provides healthy structure for the clients at the critical point of reintegration into our community. The Reentry Director organizes special events outside of the context of participants "historical drug use" where they learn how to have fun without using substances. The Reentry Director attends three recovery meetings a week with them, he drops by their work and home without notice and monitors their individual activities.

See Page 2 for additional information

During and throughout all Phases, the families of the men at MRT are also able to receive continuous care and support with weekly evening and lunch opportunities. They also have open access to receive additional Family Support Services off-site at The Family Center.

In 2019, PFC added a Pre-Care component to the MRT program. We recognize the importance of a therapeutic relationship with each client as well as their families and we seek to establish that relationship when they are court ordered and awaiting admission. The newly ordered client receives individual counseling and case management services in Dorm 4 at the Work Release facility, which gives the treatment team a jumpstart on their treatment plan before they officially report to MRT. If the client is waiting admission while living in the community, they are required to start services at The Family Center. The Family Center offers the counseling and case management services as well as a plethora of additional services within the six concentrations such as; GED education, vocational training, a host of life skill classes and mentoring for the MRT client and their family members. By offering these services, we are helping them increase their readiness for treatment and in turn, increase the success of our retention and recidivism rates.

PFC's MRT program is 70% successful, inmates not returning to the Escambia County Jail system within 2 years of graduation vs. 33% success for those reentering from the jail system.

- Reduce the cost of housing an inmate from \$70 per day in the Escambia County Jail to \$31 per day in the MRT program
- In the past 12 months, we have had 17 enter the program, 17 move into the reentry phase and 20 graduate the program successfully.
- 64 children belonging to our clients received counseling, case management and other services at The Family Center in hopes of bringing healing to the entire family.

Family Center services are open to the public and we offer education, vocational training, life skill classes and individualized substance abuse treatment on an affordable, sliding scale

LET Funds will support programming for Pathways For Change, thank you in advance for your support!

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

Date: OCT 08 2010

PATHWAYS FOR CHANGE INC 901 W MORENO ST PENSACOLA, FL 32501

Employer Identification Number: 90-0591724 DLN: 17053250313000 Contact Person: L. WAYNE BOTHE ID# 31462 Contact Telephone Number: (877) 829-5500 Accounting Period Ending: December 31 Public Charity Status: 170(b)(1)(A)(vi) Form 990 Required: Yes Effective Date of Exemption: July 7, 2010 Contribution Deductibility: Addendum Applies: No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

PATHWAYS FOR CHANGE INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Lois G. Lerner

Director, Exempt Organizations

Enclosure: Publication 4221-PC



Consumer's Certificate of Exemption

DR-14 R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

 85-8015567721C-3
 01/31/2016
 01/31/2021
 501(C)(3) ORGANIZATION

 Certificate Number
 Effective Date
 Expiration Date
 Exemption Category

This certifies that

PATHWAYS FOR CHANGE INC 901 W MORENO ST PENSACOLA FL 32501-2314

is exempt from the payment of Florida sales and use tax on real property rented, translent rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14 R. 10/15

- 1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
- 2. Your Consumer's Certificate of Exemption is to be used solely by your organization for your organization's customary nonprofit activities.
- 3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be relmbursed 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.

Farm 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.

	1 Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank.		•			
	Pathways for Change Inc						
	2 Business name/disregarded entity name, if different from above						
page 3.	Check appropriate box for federal tax classification of the person whose name following seven boxes.			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
e. Insor	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	☐ Partnership	☐ Trust/estate	Exempt payee code (if any)			
윤윤	☐ Limited liability company. Enter the tax classification (C=C corporation, S=	S corporation, P=Partner	rship) 🟲				
So 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 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. Other (see instructions) Applies to accounts maintained outside the federal tax classification of the single-member LLC that is disregarded from 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. Other (see instructions) Applies to accounts maintained outside the federal tax classification of the single-member LLC that is disregarded from 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. Other (see instructions) Applies to accounts maintained outside the federal tax classification of the single-member LLC that is disregarded from the owner of the LLC is another LLC that is disregarded from the owner of the LLC is another LLC that is disregarded from the owner of the LLC is another LLC that is disregarded from the owner of the LLC is another LLC that is disregarded from the owner of the LLC is another LLC that is disregarded from the owner of the LLC is another LLC that is disregarded from the owner of the LLC is another LLC that is disregarded from the owner of the LLC is another LLC that is disregarded from the owner of the LLC is another LLC that is disregarded from the owner of the LLC							
9				(Applies to accounts maintained outside the U.S.)			
Sp	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name	and address (optional)			
See	PO Box 17852						
0)	6 City, state, and ZIP code						
	Pensacola, FL 32522						
	7 List account number(s) here (optional)						
	——————————————————————————————————————						
Par	Townsyer Identification Number (TIN)						
		a given on line 4 to giv	-:-I Social e	ecurity number			
	our TIN in the appropriate box. The TIN provided must match the name p withholding. For individuals, this is generally your social security num			ecurity number			
	nt allen, sole proprietor, or disregarded entity, see the instructions for P		0. 4				
	s, it is your employer identification number (EIN). If you do not have a ni		et a				
TIN, la	ter,		or				
	If the account is in more than one name, see the instructions for line 1.	Also see What Name	and Employ	er identification number			
Numb	er To Give the Requester for guidelines on whose number to enter.		9 0	- 0 5 9 1 7 2 4			
Part	II Certification						
	penalties of perjury, I certify that:						
2. I am Sen	number shown on this form is my correct taxpayer identification numb not subject to backup withholding because: (a) I am exempt from back vice (IRS) that I am subject to backup withholding as a result of a failure onger subject to backup withholding; and	kup withholding, or (b)) I have not been	notified by the Internal Revenue			
	a U.S. citizen or other U.S. person (defined below); and						
	FATCA code(s) entered on this form (if any) indicating that I am exemp	t from EATCA reportin	o is correct				
			-	things to be a larger to the state of the st			
you ha	cation instructions. You must cross out item 2 above if you have been no ve failed to report all interest and dividends on your tax return. For real esta ition or abandonment of secured property, cancel attor, of debt, contribution han interest and dividends, you are not required to sign the certification, but	ate transactions, item 2 ons to an individual retir	does not apply. rement arrangeme	For mortgage interest paid, ant (IRA), and generally, payments			
Sign Here	Signature of U.S. person		Date ► 3.	3.2020			
Gei	neral Instructions	 Form 1099-DIV (difunds) 	vidends, includir	ng those from stocks or mutual			
Section noted.	n references are to the Internal Revenue Cod $rac{\ell}{2}$ unless otherwise	,	(various types of	income, prizes, awards, or gross			
related	e developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted ney were published, go to www.irs.gov/FormW9.	Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)					
		 Form 1099-S (prod 	ceeds from real e	estate transactions)			
Pur	oose of Form	• Form 1099-K (mer	chant card and t	hird party network transactions)			
inform	ividual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer	 Form 1098 (home 1098-T (tuition) 	mortgage interes	st), 1098-E (student loan interest),			
	cation number (TIN) which may be your social security number	• Form 1099-C (can	celed debt)				
	individual taxpayer identification number (ITIN), adoption ver identification number (ATIN), or employer identification number	 Form 1099-A (acquisition or abandonment of secured property) 					

Use Form W-9 only if you are a U.S. person (including a resident

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,

alien), to provide your correct TIN.

(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)

MAILING ADDRESS P. O. Box 18770 Pensacola, Florida 32523 (850) 436-9630



LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

March 6, 2020

Civitan International
Attn: Cindy Barrington
P.O. Box 9277, Pensacola FL 32513

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated March 5, 2020.

Dear Cindy Barrington,

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 \$4000. 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

LTR-01 (06/2015)



ESCAMBIA COUNTY SHERIFF'S OFFICE APPLICATION FOR STATE LAW ENFORCEMENT TRUST FUND MONIES

TALLATING ANDAGE ICIL	of the enviousiate have as hoves				
following areas: (Check the appropriate box or boxes) CRIME PREVENTION DRUG PREVENTION DRUG EDUCATION SAFE NEIGHBORHOOD					
	SAFE NEIGHBORHOOD				
Funds will be used for: (Check the appropriate box)	TION OR J DIRECT SUPPORT				
PROMOTE CRIME/DRUG ABUSE PREVENT	ION DIRECT SUPPORT				
The Documents listed below MUST be attached					
√ 501c3 or c4 OR NOT-FOR-PROFIT	AND W-9 AND CERTICATE OF EXEMPTION				
To be considered the Application MUST be Con	mpleted, Signed and ALL Documentation Attached				
ORGANIZATION/AGENCY NAME: Civitan International	DATE 03/05/2020				
POINT OF CONTACT Cindy Barrington	PH# (850) 255-9796				
EMAIL ADDRESS: cindybarrington@bellsouth.net	INITIAL REQUEST PREVIOUS REQUEST				
DATE FUNDS NEEDED (The BOCC will process) 04/30/202	AMOUNT REQUESTED: \$ 4,000				
CHECK PAYABLE TO: Civitan International					
COMPLETE MAILING ADDRESS: NEW ADDRESS					
Street P.O. Box 9277	City Pensacola State FL Zip Code 32513				
CERTIFICATI	ON STATEMENT				
 As required by Florida law, the requested funds will be used for the purpose. My agency shall, as required by Florida law, maintain records of these funds. I have the appropriate authority (Board Member) on behalf of the requesting. To submit this application and to ensure funds are used for the purpose. 	ls and provide such reports as may be requested by the Sheriff.				
b. To cause the required accounting and reporting of these funds.					
b. To cause the required accounting and reporting of these funds. All representations in this application are true to the					
b. To cause the required accounting and reporting of these funds. All representations in this application are true to the NAME OF CERTIFYING OFFICIAL					
All representations in this application are true to the NAME OF CERTIFYING OFFICIAL Cindy C. Barrington	best of my knowledge and belief CB (Initial) TITLE OF CERTIFYING OFFICIAL Pensacola Civitan Club Secretary				
All representations in this application are true to the NAME OF CERTIFYING OFFICIAL Cindy C. Barrington SIGNATURE (Digital)	best of my knowledge and belief CB (Initial) TITLE OF CERTIFYING OFFICIAL Pensacola Civitan Club Secretary DATE				
All representations in this application are true to the NAME OF CERTIFYING OFFICIAL Cindy C. Barrington SIGNATURE (Digital) Cindy C. Barrington Digitally signed by Cindy C. Barrington Date: 2020,03.05 11:01:57-0800'	best of my knowledge and belief CB (Initial) TITLE OF CERTIFYING OFFICIAL Pensacola Civitan Club Secretary DATE 03/05/2020				
All representations in this application are true to the NAME OF CERTIFYING OFFICIAL Cindy C. Barrington SIGNATURE (Digital) Cindy C. Barrington Digitally signed by Cindy C. Barrington Date: 2020.03.05 11:01:57 -06'00' STAFF	best of my knowledge and belief CB (Initial) TITLE OF CERTIFYING OFFICIAL Pensacola Civitan Club Secretary DATE 03/05/2020 USE ONLY				
All representations in this application are true to the NAME OF CERTIFYING OFFICIAL Cindy C. Barrington SIGNATURE (Digital) Cindy C. Barrington Digitally signed by Cindy C. Barrington Date: 2020,03.05 11:01:57-0800'	best of my knowledge and belief CB (Initial) TITLE OF CERTIFYING OFFICIAL Pensacola Civitan Club Secretary DATE 03/05/2020				
All representations in this application are true to the NAME OF CERTIFYING OFFICIAL Cindy C. Barrington SIGNATURE (Digital) Cindy C. Barrington Digitally signed by Cindy C. Barrington Date: 2020.03.05 11:01:57 -06'00' STAFF SIGNATURE	best of my knowledge and belief CB (Initial) TITLE OF CERTIFYING OFFICIAL Pensacola Civitan Club Secretary DATE 03/05/2020 USE ONLY				
All representations in this application are true to the NAME OF CERTIFYING OFFICIAL Cindy C. Barrington SIGNATURE (Digital) Cindy C. Barrington Digitally signed by Cindy C. Barrington Date: 2020.03.05 11:01:57 -06'00' STAFF SIGNATURE CFO	best of my knowledge and belief CB (Initial) TITLE OF CERTIFYING OFFICIAL Pensacola Civitan Club Secretary DATE 03/05/2020 USE ONLY				
All representations in this application are true to the NAME OF CERTIFYING OFFICIAL Cindy C. Barrington SIGNATURE (Digital) Cindy C. Barrington Digitally signed by Cindy C. Barrington Date: 2020.03.05 11:01:57 -06'00' STAFF SIGNATURE CFO LEGAL	TITLE OF CERTIFYING OFFICIAL Pensacola Civitan Club Secretary DATE 03/05/2020 USE ONLY APPROVED DENIED COMMENTS AMOUNT APPROVED I CERTIFY THIS REQUEST				
All representations in this application are true to the NAME OF CERTIFYING OFFICIAL Cindy C. Barrington SIGNATURE (Digital) Cindy C. Barrington Digitally signed by Cindy C. Barrington Date: 2020.03.05 11:01:57 -06'00' STAFF SIGNATURE CFO LEGAL CHIEF Not Available	TITLE OF CERTIFYING OFFICIAL Pensacola Civitan Club Secretary DATE 03/05/2020 USE ONLY APPROVED DENIED COMMENTS I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE				
All representations in this application are true to the NAME OF CERTIFYING OFFICIAL Cindy C. Barrington SIGNATURE (Digital) Cindy C. Barrington Digitally signed by Cindy C. Barrington Date: 2020.03.05 11:01:57 -06'00' STAFF SIGNATURE CFO LEGAL CHIEF SHERIFF	TITLE OF CERTIFYING OFFICIAL Pensacola Civitan Club Secretary DATE 03/05/2020 USE ONLY APPROVED DENIED COMMENTS I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE				

ORGANIZATION/AGENCY NAME:

Civitan International

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 <u>CANNOT</u> BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Please see attachment regarding the 64th National Leadership Forum at Harding University in Searcy, Arkansas, in June 2020.

The American Studies Institute has partnered with the Foundation for Economic Education for this year's Leadership Forum. This year's theme is, "Extreme: Leadership at the Edge". This forum assists youth to become better acquainted with the American scene, challenges them to examine leadership issues, and teaches them how to better lead in their community, school, church, and home.

Donation of funding will assist in the transportation (bus), housing, meals, and materials of students from all High Schools in Pensacola and surrounding areas. Your view and consideration will be greatly appreciated.

Thank you.



Pensacola Civitan Club Civitan International

The 64th annual National Leadership Forum will be held on the Harding University campus in Searcy, Arkansas, 31 May – 5 June 2020.



FORUM OUTCOMES

- Leadership development
 - ✓ ethics
 - ✓ communication
 - ✓ leadership styles
 - ✓ learning styles
 - ✓ leadership labs / team building
- Understanding free enterprise
- Examining foreign policy
- Understanding our environment
- Building family values
- Examining leadership issues

As builders of good citizenship, Civitan Clubs in Alabama and West Florida in 1956 requested that a citizenship forum be developed for youth. Since that time the seminar has grown rapidly. Students have responded favorably, and 300 now come every year, sponsored by many civic clubs in cooperation with Harding University's American Studies Institute.



HARDING

Through the media of lectures, films, research, and internationally association with recognized authorities, the National Leadership Forum enables young leaders to become better acquainted with the American scene and motivated to a more forceful expression of pride in American traditions and ideals. There is no question that the Pensacola Civitan Club has a rich heritage of leadership in this event which is focused on equipping student leaders with the knowledge and skills to make them confident, effective leaders. Last year the Pensacola Civitan Club sent 10 students from area high schools. Students selected are entering the 10th, 11th, or 12th grades in the fall.



http://www.harding.edu/events/nlforum

A full scholarship for the week is \$450 per student and is paid for by the Pensacola Civitan Club and its community sponsors. The scholarship includes the tuition, meals, lodging, and bus transportation for the week.

Sending students to the National Leadership Forum is as central to our Civitan mission as is our focus on helping those with developmental disabilities. For Civitans are "builders of good citizenship."

Please contact me for additional information on the National Leadership Forum.

Mike Barrington
National Leadership Forum Chair
5824 Forest Ridge Drive
Pensacola, FL 32526
Phone: 850-255-4577

Email: mikebarrington@bellsouth.net







U. S. TREASURY DEPARTMENT INTERNAL REVENUE SERVICE

OFO 17 1985

DISTRICT DIRECTOR

2121 Eighth Avenue, North Birmingham, Alabama 35203 December 16, 1965 CIVITAN

ENTERNATIONAL PLANTON TO FORM L-178 434:HCE
BIR:E0:65-119

Charitable

ADDRESS INQUIRIES & FILE RETURNS WITH DISTRICT DIRECTOR OF INTERNAL REVENUE

Birmingham

FORM \$90-A RE-QUIRED

ACCOUNTING PERIOD ENDING

X YES NO June 30

Civitan International Foundation 115 North 21st Street Birmingham, Alabama

Gentlemen:

On the basis of your stated purposes and the understanding that your operations will continue as evidenced to date or will conform to those proposed in your ruling application, we have concluded that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. Any changes in operation from those described, or in your character or purposes, must be reported immediately to your District Director for consideration of their effect upon your exempt status. You must also report any change in your name or address.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code, in which event you are required to file Form 990-T. Our determination as to your liability for filing the annual information return, Form 990-A, is set forth above. That return, if required, must be filed on or before the 15th day of the fifth month after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office, as should any questions concerning excise, employment or other Federal taxes.

This is a determination letter.

Very truly yours,

District Director

Civitan International Foundation Federal TAX ID # 63-6052990

Consumer's Certificate of Exemption

DR-14 R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8012690613C-5	03/31/2016	03/31/2021	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CIVITAN INTERNATIONAL 1 CIVITAN PL BIRMINGHAM AL 35213-1983

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14 R. 10/15

- 1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
- 2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
- 3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
- 4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
- 5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
- 6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9** (Rev. October 2018)

(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.

										_	
	1 Name (as shown on your income tax return). Name is required on this line; do	o not leave this line blank.									
	PENSACOLA INC FL 2 Business name/disregarded entity name, if different from above									-	
	Pensacola Civitan Club										
page 3.	3 Check appropriate box for federal tax classification of the person whose nan following seven boxes.		y one of th	0	ertaii		s, not in	ndividu	y only to uals; see		
e. Ins or	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	☐ Partnership ☐ T	rust/estate	-	xemp	ot payee	code (i	f any)			
ctio 4	Limited liability company. Enter the tax classification (C=C corporation, S	=S corporation, P=Partnership) ▶					,	**.			
Print or type. Specific Instructions on page 3.	Note: Check the appropriate box in the line above for the tax classificatio LLC if the LLC is classified as a single-member LLC that is disregarded fr another LLC that is not disregarded from the owner for U.S. federal tax p is disregarded from the owner should check the appropriate box for the tr	om the owner unless the owner o urposes. Otherwise, a single-men	f the LLC i	ei		ption fro (if any)	m FAT	CA rep	orting		
) ec	✓ Other (see instructions) ► Non-I			4	ipplies :	to account	s meintein	ed outsic	ie the U.S.)		
	5 Address (number, street, and apt. or suite no.) See instructions.	Reque	ster's nam	ne and	add	ress (op	tional)			_	
See	P.O. Box 9277 6 City, state, and ZIP code										
	Pensacola, FL 32513 7 List account number(s) here (optional)				_						
Par										_	
Enter	your TIN in the appropriate box. The TIN provided must match the name	ne given on line 1 to avoid	Social	secur	ity n	umber					
reside	p withholding. For individuals, this is generally your social security nun nt allen, sole proprietor, or disregarded entity, see the instructions for l	Part I. later. For other			_[]_[7	
entities, it is your employer identification number (ÉIN). If you do not have a number, see How to get a TIN, later.											
-	If the account is in more than one name, see the instructions for line 1.	Also see What Name and	Franco	ver id	entifi	cation	tumba		_		
Numb	er To Give the Requester for guidelines on whose number to enter.	. Also see What Name and	Employ	oyer identification number							
			5 9	-	1	7 7	1 0	6 6	5		
Par			* **	-						-	
	penalties of perjury, I certify that:										
2. I an Ser	number shown on this form is my correct taxpayer identification number not subject to backup withholding because: (a) I am exempt from bac vice (IRS) that I am subject to backup withholding as a result of a failur onger subject to backup withholding; and	kup withholding, or (b) I have	not beer	n neti	fied	by the	Interne	al Rev me ti	enue hat i am	i	
3. I ал	a U.S. citizen or other U.S. person (defined below); and										
	FATCA code(s) entered on this form (if any) indicating that I am exemp										
you na acquis	cation instructions. You must cross out item 2 above if you have been no ve failed to report all interest and dividends on your tax return. For real est lition or abandonment of secured property, cancellation of debt, contribution han interest and dividends, you are not required to sign the certification, b	tate transactions, item 2 does r	ot apply.	For n	nortg	age int	erest p	ald,	onto	3	
Sign Here		Barrington, Treasurer								-	
_	Pelisacola C		2/20	<u> </u>						_	
	neral Instructions n references are to the Internal Revenue Code unless otherwise	 Form 1099-DIV (dividends funds) 									
noted.		 Form 1099-MISC (various proceeds) 	types of	f inco	me,	prizes,	award	s, or	gross		
related	e developments. For the latest information about developments it to Form W-9 and its instructions, such as legislation enacted they were published, go to www.irs.gov/FormW9.	 Form 1099-B (stock or material stock) transactions by brokers) 	utual fund	d sale	s an	d certa	in oth	er e			
	pose of Form	• Form 1099-S (proceeds fi									
	ividual or entity (Form W-9 requester) who is required to file an	 Form 1099-K (merchant of Form 1098 (home mortga 									
inform identif	ation return with the IRS must obtain your correct taxpayer cation number (TIN) which may be your social security number	1098-T (tuition)		au, i	U30-	E (Siuu	ent los	u) irite	erest),		
(SSN),	individual taxpayer identification number (ITIN), adoption	 Form 1099-C (canceled d Form 1099-A (acquisition) 		Onme	nt of	earur.	d nro-	John's			
(EIN), 1	er identification number (ATIN), or employer identification number o report on an information return the amount paid to you, or other	Use Form W-9 only if you	are a U.						ent		
amour return:	it reportable on an information return. Examples of Information include, but are not limited to, the following.	alien), to provide your corre	ct TIN.				_				
	1099-INT (Interest earned or paid)	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

March 13, 2020

Pensacola Chapter Military Officers Association of America

Attn: CDR Van Milheim

P.O. Box 17728, Pensacola FL 32501

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated February 24, 2020.

Dear CDR Vann Milheim,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of \$4000. 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





ESCAMBIA COUNTY SHERIFF'S OFFICE APPLICATION FOR STATE LAW ENFORCEMENT TRUST FUND MONIES

	atement (Page 2) that encourages one of the
CRIME PREVENTION DRUG PREVENT	
Funds will be used for: (Check the appropriate box)	DACE DESCRIPTION WITH DISTRIBUTION
PROMOTE CRIME/DRUG ABUSE PREVENTI	ON OR J 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 Com	pleted, Signed and ALL Documentation Attached
ORGANIZATION/AGENCY NAME: PENSACOLA CHAPTER,	MILITARY OFFICERS AS DATE 02/24/2020
POINT OF CONTACT CDR Vann Milheim, USN (Ret)	PH# (850) 324-1659
EMAIL ADDRESS: vann.milheim@att.net	INITIAL REQUEST PREVIOUS REQUEST
DATE FUNDS NEEDED (The BOCC will process) 07/24/2020	AMOUNT REQUESTED: \$ 4,000
CHECK PAYABLE TO: PMOAA	
COMPLETE MAILING ADDRESS: NEW ADDRESS	
Street P.O. Box 17728	City Pensacola State FL Zip Code 32501
CERTIFICATION	ON STATEMENT
 As required by Florida law, the requested funds will be used for the purpose My agency shall, as required by Florida law, maintain records of these funds I have the appropriate authority (Board Member) on behalf of the requesting a. To submit this application and to ensure funds are used for the purposes b. To cause the required accounting and reporting of these funds. All representations in this application are true to the behalf of the purposes. 	and provide such reports as may be requested by the Sheriff. g agency. specified herein.
NAME OF CERTIFYING OFFICIAL	TITLE OF CERTIFYING OFFICIAL
CDR Vann Milheim, USN (Ret)	PMOAA Scholarship Chair
SIGNATURE (Digital)	DATE
William Vann Milheim Date: 2020.02.24 12:20:37 -06'00'	02/24/2020
	ISE ONLY
SIGNATURE	APPROVED DENIED COMMENTS
LEGAL I.	No Public Saffer Asserts listed.
CHIEF NOTA 12/1	AMOUNT NO
SHERIFF TO THE PARTY TO THE SHERIFF	APPROVED #4 000
CFO ASSISTANT Date process	COMPLIES WITH FLORIDA STATUE
Diff aggle	932.7055(5) DAVID MORGAN, SHERIFF
ORIO	GIVAL DATE

ORGANIZATION/AGENCY NAME:

PENSACOLA CHAPTER, MILITARY OFFICERS ASSOCIATION OF AMERICA

Per Florida 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 Pensacola Chapter of the Military Officers Association of America (PMOAA) has a long history of awarding scholarships to eligible beneficiaries. Our program is dedicated to LT Omar Selland, USN (Dec) whose vision and driving force initiated the program in 1994. A scholarship is perpetually awarded in his honor and is presented at the annual awards ceremony. The President's Award and the LT Selland Award are funded by annual donations from our members. Mrs. Anna Johnson, an Army widow now deceased, left a bequest to our scholarship program and at least one (1) scholarship is perpetually awarded in her honor.

PMOAA is well known for the generosity of its members in funding and awarding these annual scholarships. One hundred percent of your donations go directly to help deserving children/step-children, grandchildren/step-grandchildren and spouses of active duty, honorably discharged veterans, reservists or retired military personnel (both officer and enlisted), Public Health Service or NOAA and their surviving spouses. The applicant or military sponsor must be, at the time of application, a resident of the area served by PMOAA, i.e., Escambia and Santa Rosa Counties of Florida and South Baldwin County of Alabama. Scholarships are \$2,000 each and awarded on an annual basis.

Recipients are selected based on:

- 1. Verification of Eligibility
- 2. Career Objectives, Community/College activities, essay and transcripts (cumulative GPA)

PMOAA Members documented 10,790 volunteer hours (2018) in community support including Home Owners Associations (HOA), Seniors vs Crime (a FL OAG Special Project), American Red Cross and the list continues.

Judges are comprised of PMOAA members. An annual scholarship awards banquet is normally held on the first Thursday evening of August.

Justification cont.

Since our scholarship funds are a public charity exempt from Federal Income Taxes under 501(c)19) of the IRS Code, your donations are normally tax deductible. Florida Non-Profit Corporation FEI #58-9033907.

PMOAA was a recipient of ECSO SLET Fund Monies for 2019. Past recipients have gone on to pursue or receive degrees in Criminology, Social Work, Counter Terrorism & Criminal Justice in order to pursue careers with Home Land Security, Department of Justice or Law Enforcement as Criminal Profilers, Social Workers and First Responders, We appreciate your continued support of the PMOAA Scholarship Program.

Internal Revenue Service District Director partment of the Treasury

Date:

FEB 1 9 1981

Fensacola Chapter, Inc.
The Retired Officers Association
2201 Blakely Avenue
Pensacola, FL 32507

Dear Applicant:

Employer Identification Number: 59-2041969 Internal Revenue Code Section 501(c)(19)

Accounting Period Ending:

December 31
Form 990 Required:

Yes

to

Person to Contact: Yvonne Burleson/jl Contact Telephone Number: (904) 791-2636 FFN: 580010977 ATL:E0:1980 2742

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under the provisions of the Internal Revenue Code section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment or other Federal taxes, please address them to this office.

If your purposes, character, or method of operatics change, please let us know so we can consider the effect of the change on your exemp' status. Also, you should inform us of all changes in your name or address.

The block checked at the top of this letter shows whether you must file Form 990. Return of Organization Exempt from Income Tax. If the Yes box is checked, you are only required to file Form 990 if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law provides for a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late unless there is reasonable cause for the delay. This penalty may also be charged if a return is not complete. So, please make sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Internal Revenue

(over)

275 Peachtree Street, N.E., Atlanta, GA 30043

Letter 948(D0) (3-79)

0000 000

Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in Code section 513.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Distric Director

Contributions to you are deductible as provided in section 170 of the Code.



Consumer's Certificate of Exemption

DR-14 R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8012613475C-6	10/31/2019	10/31/2024	VETERANS ORGANIZATION
Certificate Number	Effective Date	Expiration Date	
This soutifies the		Empiration Date	Exemption Category

This certifies that

PENSACOLA CHAPTER INC MILITARY OFFICERS ASSOCIATION OF AMERICA 3710 SWAN LN PENSACOLA FL 32504-8334

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14 R. 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.).
- 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.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank,											
	Pensacola Chapter Inc Military Officers Association of Ar		•									
	2 Business name/disregarded entity name, if different from above	THE RED		_		-	_					
	PMOAA											
n page 3.	Check appropriate box for federal tax classification of the person whose na following seven boxes.		_				certa	emptionin entiti	es, not	individ	oly onl duals;	y to see
	Individual/sole proprietor or C Corporation S Corporation single-member LLC	n L Partnership	∐ Tn	ust/e	estate	- 1	_					
tior	Limited liability company. Enter the tay classification (C-C correction)	C-C companies D Dade-	and take			- []	EXen	npt paye	e code	(if any)	
S check appropriate box for rederal 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 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Exempt payee code (if any) 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 of the LLC is is 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) Other (see instructions) Partnership Trust/estate Exemptions (codes apply only certain entities, not individuals; s instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) Exemption from FATCA reporting code (if any) Other (see instructions) Other (see instructions) Page Pag					g							
90	☐ Other (see instructions) ►					0	opties	to accoun	ts mainta	ined out	side the L	J.S.)
Š	5 Address (number, street, and apt. or suite no.) See instructions.		Reques	ter's	nam	e an	d add	dress (o	ptional)		
See	PO Box 17728											
	6 City, state, and ZIP code											
- 1	Pensacola, FL 32501-7728											
	7 List account number(s) here (optional)											
Part	Taxpayer Identification Number (TIN)			_			_					
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social se			ecu	ilv n	umber							
backup	withholding. For individuals, this is generally your social security nur	nber (SSN), However, fo	ora			7	1		7 7		7	
entities	at alien, sole proprietor, or disregarded entity, see the instructions for this it is your employer identification number (EIN). If you do not have a r	Part I, later. For other					-		-			
77N, later.					لــــا							
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Employer			yer identification number									
Number To Give the Requester for guidelines on whose number to enter.												
I A SA	The state of the s				1		2	0 4	1	9 6	9	
Part												
	penalties of perjury, I certify that:	() '' ()										
2. f am Servi	number shown on this form is my correct taxpayer identification numb not subject to backup withholding because; (a) I am exempt from bac ce (IRS) that I am subject to backup withholding as a result of a failur nger subject to backup withholding; and	ckup withholding, or (b)	I have n	nt h	reer	noti	hait	hy the	Intorn	al Rei I me t	venue hat i a	am
3. I am	a U.S. citizen or other U.S. person (defined below); and											
	FATCA code(s) entered on this form (if any) indicating that I am exemp	ot from FATCA reporting	is corre	ect.								
you have acquisiti	ation instructions. You must cross out item 2 above if you have been no e failed to report all interest and dividends on your tax return. For real est ion or abandonment of secured property, cancellation of debt, contribution an interest and dividends, you are not required to sign the certification, but	tate transactions, item 2 ons to an individual retire	does not ment <i>an</i>	t app rance	ply. F æmer	or m	ortg	age int	erest p	paid,	ante	use
Sign Here	Signature of U.S. person May July Measurer	D:	ate ► ¿	2/	12	8 /	12	020)			
	eral Instructions	 Form 1099-DIV (divi funds) 	idends, i	inclu	uding	the	se f	rom st	ocks o	r mut	ual	
Section references are to the Internal Revenue Code unless otherwise noted.		Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)										
related t	developments. For the latest information about developments o Form W-9 and its instructions, such as legislation enacted y were published, go to www.irs.gov/FormW9.	 Form 1099-B (stock transactions by broke 		ual fo	und s	sales	s an	d certa	in othe	ər		
		• Form 1099-S (proce										
	ose of Form	 Form 1099-K (merch 										
informati	idual or entity (Form W-9 requester) who is required to file an ion return with the IRS must obtain your correct taxpayer	 Form 1098 (home m 1098-T (tuition) 			erest)	, 10	98-E	(stude	ent loa	in inte	rest),	
(SSN), in	ation number (TIN) which may be your social security number dividual taxpayer identification number (ITIN), adoption	• Form 1099-C (cance		•								
taxpayer	identification number (ATIN), or employer identification number	• Form 1099-A (acquis										
amount i	report on an information return the amount paid to you, or other reportable on an information return. Examples of information nolude, but are not limited to, the following.	Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.										
	099-INT (interest earned or paid)	If you do not return to be subject to backup v	rorm W vithhold	-9 ta ling.	o the See	requ Wha	uest at is	er with backu	<i>a TIN</i> , p with	, <i>you .</i> holdir	<i>might</i> 1g,	

later.

MAILING ADDRESS

P. O. Box 18770 Pensacola, Florida 32523 (850) 436-9630



LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

March 16, 2020

National Flight Academy Attn: Riannon Boven 1 Fetterman Way, NAS Pensacola FL 32508

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated March 10, 2020.

Dear Riannon Boven,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of \$25,000. 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





ESCAMBIA COUNTY SHERIFF'S OFFICE APPLICATION FOR STATE LAW ENFORCEMENT TRUST FUND MONIES

	cation statement (Page 2) that encourages one of the					
following areas: (Check the appropriate box or boxes)						
	G PREVENTION DRUG EDUCATION SAFE NEIGHBORHOOD					
Funds will be used for: (Check the appropriate	0.0					
PROMOTE CRIME/DRUG ABUSE F	PREVENTION OR DIRECT SUPPORT					
The Documents listed below MUST be at	ttached to your request: (Check the appropriate boxes)					
501c3 or c4 OR NOT-FOR	-PROFIT AND W-9 AND CERTICATE OF EXEMPTION	Ŋ				
To be considered the Application MUST	be Completed, Signed and ALL Documentation Attached	<u>d</u>				
ORGANIZATION/AGENCY NAME: National Flight Ac	eademy DATE 03/10/2020					
POINT OF CONTACT Riannon Boven, Business I	Development Officer PH# (850) 308-8935					
EMAIL ADDRESS: rboven@navalaviationmuseur	m.of					
DATE FUNDS NEEDED (The BOCC will process) 05/	31/2020 AMOUNT REQUESTED: \$ 25,000					
CHECK PAYABLE TO: National Flight Academy						
COMPLETE MAILING ADDRESS: NEW A	ADDRESS					
Street 1 Fetterman Way	City Pensacola State FL Zip Code 32508					
CERTI	FICATION STATEMENT	Ž,				
 As required by Florida law, the requested funds will be used for My agency shall, as required by Florida law, maintain records of I have the appropriate authority (Board Member) on behalf of the To submit this application and to ensure funds are used for the To cause the required accounting and reporting of these funds All representations in this application are true 	f these funds and provide such reports as may be requested by the Sheriff. the requesting agency. the purposes specified herein. Bill Bowers 1. 0. 0. 2020 03 10					
NAME OF CERTIFYING OFFICIAL	TITLE OF CERTIFYING OFFICIAL					
Bill Bowers	COO/CFO, National Flight Academy					
SIGNATURE (Digital)	DATE					
Bill Bowers	03/10/2020 81:AF+05'99'ONLY	45				
SIGNATURE	APPROVED DENIED COMMENTS					
CFO	SOMMENTS					
LEGAL						
CHIEF	AMOUNT APPROVED					
SHERIFF	I CERTIFY THIS REQUEST					
CFO ASSISTANT	COMPLIES WITH FLORIDA STATU					
	Date processed 3/16/20 932.7055(5)	E				
Du affle	Date processed 3/16/20 932.7055(5) DAVID MORGAN, SHERIFF	'E				

ORGANIZATION/AGENCY NAME:

National Flight Academy

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

See attached pages.		





EDUCATE & EMPOWER

Using the National Flight Academy to Develop Local, At-Risk Students

"Pensacola has a tool that can literally shift the mindset of a student from 'I'm not interested,' and 'I can't.' to 'This empowers me.' and 'I can.' At National Flight Academy, we see it happen again and again as students realize math and science can help them reach their goals. This translates from the head to the heart, inspiring students to take control and make positive decisions about their own futures." - Riannon Boven, Business Development Officer

The Alliance of Excellent Education published a report titled "Saving Futures, Saving Dollars: The Impact of Education on Crime Reduction and Earnings." In this report, researchers spoke about the importance of education and the direct correlation to reduced crime and associated costs. It noted the use of unique educational experiences as a way to engage students and encourage them to complete high school, stating:

"Policy at the national, state, and local levels must support effective reforms and **innovative practices for engaging students** and getting them to high school graduation and beyond. Interventions that bring struggling students up to grade level and **experiences that bring real-world relevance into classrooms are critical**, as are school environments that support excellence in teaching and learning."

The National Flight Academy is one such program, delivering an exciting, real-world learning experience. And it's right here in Pensacola.

SPONSORSHIP OPPORTUNITY: SUMMER 2020

Will Escambia County Sheriff's Office provide local, at-risk middle and high schoolers with the chance to experience a week at the National Flight Academy? We believe if we work together to empower students along their educational journey, we have a much greater chance of seeing them succeed at home and in our community.

INVESTMENT: \$25,000 for 20 students to attend NFA's 1 Week Deployment July 5-10, 2020 (other weeks are available)

Tuition is \$1,250 per student and includes overnight accommodations for the 6-day, 5-night program, all meals, access to technology and curriculum, supervision, and excursions. Does not include travel to and from the NFA located in Pensacola, FL.

PARTNERSHIP DETAILS

SPEAKER OPPORTUNITIES

Escambia County Sheriff's Office will have the opportunity to speak to students about the use of technology in law enforcement while they are in program at NFA. We encourage ECSO to choose a young professional who will share their personal experiences, triumphs, and challenges, as well as their educational journey.

TURNKEY PARTNERSHIP

The NFA team works with leadership and educators within area middle and high schools. We've found teachers can best identify students who would benefit from the NFA experience. We also work with teachers to host parent information nights, get students registered, and answer any questions that may arise.

MARKETING MATERIALS

The NFA team will provide ECSO with high resolution photos of students, social media mentions, and a press release to share with your networks.

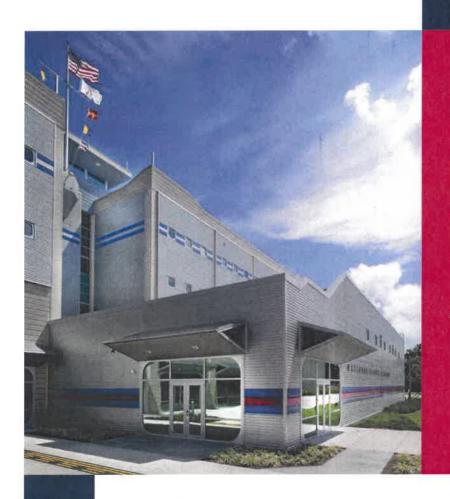
STUDENT PERSPECTIVES

"This past week was the time of my life. My Chief told me if I try, never give up and keep learning more. Then I can do anything. Without you guys, I would never have had this opportunity." - Kendri L. AXP 2019

"This week, I have gained lifelong friends and mentors, people to look out for in STEM careers and people who encourage me to pursue those careers. I have learned so much about a world I thought wasn't an option for me." -Abby Q. AXP 2019

"Thank you for giving me such a wonderful experience at the National Flight Academy! You have helped open my eyes to a field of work I never knew I would be interested in! This program also helped me practice and improve on my leadership and teamworking skills. I am very privileged to be a part of this program." - Curtis D. AXP 2019

"Coming here in the beginning, I was nervous and quiet. Soon, however, I learned how to speak confidently and not over-analyze and criticize every mistake I made. I believe I've improved as a person and have grown more mature." - Anna G. AXP 2019



NATIONAL FLIGHT ACADEMY

INSPIRING THE NEXT GENERATION



NationalFlightAcademy.com

2020 SPONSORSHIP PROPOSAL





ABOUL THE NATIONAL FLIGHT ACADEMY

from 50 states, 29 countries and four US territories have experienced the unparalleled learning adventure simulators, eat on a mess deck, sleep in staterooms Since its inception in 2012, more than 17,000 students aboard AMBITION, a state-of-the-art program housed Attendees – known as AMBITION eXperimental Pilots or AXPs – plan humanitarian missions with ultramodern, advanced technology, learn to fly in 42 networked flight and receive mission briefings in six fully electronic ready rooms. Students are challenged on a wide range of topics from basic three-dimensional physics and motion to more advanced concepts of aeronautical engineering and propulsions systems. They encounter challenges that incorporate cybersecurity, underwater remote operated vehicles and more. These missions play into enhancing the students' education, enriching their understanding of STEM principles. In addition, by working in a team-training environment, leadership development, effective communication and critical thinking skills are emphasized and embedded into each onboard a 100,000+ square foot virtual aircraft carrier.

Our flagship program is our 6-day Summer Deployments, in which we host 216 students per week for 12 weeks from May - Airoret

"When a student comes to NFA, he or she is also exposed to young professionals and mentors from various career fields during our in-program speaker series and at graduation. It's very impactful for students to hear from someone who looks like them and can tell them "This is how I got to where I am in life."

LtGen Duane Thiessen, President & CEO

Participants show a measurable increase in knowledge of STEM principles after completing our program. Being located on NAS Pensacola provides us with the unique opportunity to extend their learning into the real world. Students take "port calls" to the National Naval Aviation Museum. They also have the opportunity to watch the Blue Angels practice from the Museum's flight line.

opportunity to watch the Blue Angels practice from the Museum's flight line.

EDUCATE & EMPOWER USING NFA TO DEVELOP LOCAL AT-RISK STUDENTS

"Pensacola has a tool that can literally shift the mindset of a student from "I'm not interested," and "I can"t." to This empowers me." and "I can." At National Flight Academy, we see it happen again and again as students realize math and science can help them reach their goals. This translates from the head to the heart, inspiring students to take control and make positive decisions about their own futures."

- Riannon Boven, Business Development Officer

The Alliance of Excellent Education published a report titled "Saving Futures, Saving Dollars: The Impact of Education on Crime Reduction and Earnings." In this report, researchers spoke about the importance of education and the direct correlation to reduced crime and associated costs. It noted the use of unique educational experiences as a way to engage students and encourage them to complete high school, stating:

"Policy at the national, state, and local levels must support effective reforms and innovative practices for engaging students and getting them to high school graduation and beyond. Interventions that bring struggling students up to grade level and experiences that bring real-world relevance into classrooms are critical, as are school environments that support excellence in teaching and learning."

The National Flight Academy is one such program, delivering an exciting real-world learning experience. And it's right here in Pensacola.



Reference Staing Linuras, Saving Dollars: The Impact of Education on Crime Reduct and Lenings: Ediptember 30.9). Retrieved from Integral/Alled Largergopers-factated savings flurras saving dollars: the Impact of Education on crime-reduction-an earnings 2



SPONSORSHIP **OPPORTUNITY** SUMMER 2020

week at the National Flight Academy? We believe if we work middle and high schoolers with the chance to experience a Will Escambia County Sheriff's Office provide local, at-risk journey, we have a much greater chance of seeing them together to empower students along their educational succeed at home and in our community.

\$25,000 | 20 students | July 5-10, 2020 (Other weeks available)

Tuition is \$1,250 per student and includes overnight accommodations for the 6-day, 5-night program, all meals, access to technology and curriculum, supervision, and excursions. Does not include travel to and from the NFA located in Pensacala, Fl.

SPEAKER OPPORTUNITIES

program at NFA. We encourage ECSO to choose a opportunity to speak to students about the use of young professional who will share their personal experiences, triumphs, and challenges, as well as technology in law enforcement while they are in Escambia County Sheriff's Office will have the their educational journey.

TURNKEY PARTNERSHIP

We've found teachers can best identify students information nights, get students registered, and educators within area middle and high schools. who would benefit from the NFA experience. We also work with teachers to host parent The NFA team works with leadership and answer any questions that may arise.

MARKETING MATERIALS

The NFA team will provide ECSO with high resoluand a press release to share with your networks. tion photos of students, social media mentions,

STUDENT PERSPECTIVES



'This past week was the time of my life. My Chief told me if I try, never give up and keep learning more. Then I can do anything. Without you guys, I would never have had this opportunity."

'This week, I have gained lifelong friends and mentors, people to look out for in STEM careers and people who encourage me to pursue those careers. I have learned so much about a world thought wasn't an option for me."

Thank you for giving me such a wonderful experience at the National Flight Academy! You have nelped open my eyes to a field of work I never knew I would be interested in! This program also relped me practice and improve on my leadership and teamworking skills. I am very privileged

Curtis D.

confidently and not over-analyze and criticize every mistake I made. I believe I've improved as "Coming here in the beginning, I was nervous and quiet. Soon, however, I learned how to speak a person and have grown more mature."





THANK YOU!

We appreciate your time and consideration in partnering with the National Flight Academy. If we can answer any questions, please contact Riannon Boven, Business Development Officer.

RIANNON BOVEN

rboven@navalaviationmuseum.org 850-308-8935

National Flight Academy 1 Fetterman Way NAS Pensacola, FL 32508 850-458-7836 | 877-552-3632



Internal Revenue Service
Director, Exempt Organizations
Rulings and Agreements

Date: DEC 12 2007

Naval Aviation Museum Foundation Inc P O Box 33104 Pensacola, FL 32508 Department of the Treasury P.O. Box 2508 Cincinnati, Ohio 45201

Employer Identification Number: 59-6178237

Person to Contact - ID#:
Sirijun Mayi - #31-07372

Contact Telephone Number:
877-829-5500 Phone

Public Charity Status:
509(a)(1) and 170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated June 1980 stated that you were exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code and classified as a public charity under section 509(a)(3) of the Code.

Based on the information you submitted, we have modified your public charity status to the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, 800-829-3676. Information is also available on our Internet Web Site at www.irs.gov.

Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

If you have any questions, please call our toll free number shown in the heading of this letter.

Sincerely,

Robert Choi Director, Exempt Organizations

Rulings and Agreements



U. S. TREASURY DEPARTMENT INTERNAL REVENUE SERVICE

Jacksonville, Florida P. O.Box 4760 December 19, 1966

Form L-178 434:MDE:md JAX:E0:66-48

Naval Aviation Museum Association, Inc. Naval Aviation Museum, Naval Air Station Pensacola, Florida 32508

Jacksonville, Florida

ADDRESS INQUIRIES & FILE RETURNS

DISTRICT DIRECTOR OF INTERNAL R

Educational

FORM 990-A RE-QUIRED

PURPOSE

ACCOUNTING P

YES NO

December

Gentlemen:

On the basis of your stated purposes and the understanding that your operations will continue as evidenced to date or will conform to those proposed in your ruling application, we have concluded that you are exempt from Federal income tax as an organization described in section 50l(c)(3) of the Internal Revenue Code. Any changes in operation from those described, or in your character or purposes, must be reported immediately to your District Director for consideration of their effect upon your exempt status. You must also report any change in your name or address.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code, in which event you are required to file Form 990-T. Our determination as to your liability for filing the annual information return, Form 990-A, is set forth above. That return, if required, must be filed on a before the 15th day of the fifth month after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office, as should any questions concerning excise, employment or other Federal taxes.

This is a determination letter.

Very truly yours,

F. S. Schmidt

District Director

Your tax exempt status is predicated upon the understanding that you will amyour certificate of incorporation to provide that in the event of dissolution your assets will be contributed to the Navy Relief Society or to an organization exempt under the provision of section 501(c)(3) of the Internal Revenue Code.



Consumer's Certificate of Exemption

DR-14 R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8012667984C-6	12/31/2017	12/31/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

NAVAL AVIATION MUSEUM FOUNDATION INC 1750 RADFORD BLVD STE B PENSACOLA FL 32508-5400

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14 R. 10/15

- 1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
- 2. Your Consumer's Certificate of Exemption is to be used solely by your organization for your organization's customary nonprofit activities.
- 3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
- 4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rufe 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

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; of	lo not leave this line blank.							
	Naval Aviation Museum Foundation, Inc. (Parent Compania Business name/disregarded entity name, if different from above	y of the National Fli	ight Acac	lemy)					
	, 2 Business name/disregarded entity name, it different from above								
ı page 3.	3 Check appropriate box for federal tax classification of the person whose nar following seven boxes.				certa		s, not i	ndivid	y only to uals; see
e. NS Of	Individual/sole proprietor or C Corporation S Corporation single-member LLC	n	☐ Trust	/estate	Exem	pt payee	code	(if any)	1
ty Hio	Limited liability company. Enter the tax classification (C=C corporation, S	S=S corporation, P=Partne	rship) ►						
Print or type. Specific Instructions on page	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 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.						•		
eci	☐ Other (see instructions) ►		-						de the U.S.)
S	5 Address (number, street, and apt. or suite no.) See instructions.		Requester	's name a	nd ad	dress (or	otional)		
See	1750 Radford Blvd, Suite B 6 City, state, and ZIP code		-						
	NAS Pensacola, FL 32508 7 List account number(s) here (optional)				_				
	(, ,								
Par	t I Taxpayer Identification Number (TIN)								
	your TIN in the appropriate box. The TIN provided must match the nar			ocial sec	urity r	number			
	p withholding. For individuals, this is generally your social security nur nt alien, sole proprietor, or disregarded entity, see the instructions for		for a		_] _[
entitie	s, it is your employer identification number (EIN). If you do not have a						JL		
TIN, la		Al	OI		donti	fication			
	If the account is in more than one name, see the instructions for line 1 er To Give the Requester for guidelines on whose number to enter.	. Also see vvnat Name	ano E	imployer	r identification number				
			5	5 9 4	- 6	1 7	8	2 3	7
Par	Certification				-			_	
	penalties of perjury, I certify that:								
2. I an Ser	number shown on this form is my correct taxpayer identification num n not subject to backup withholding because: (a) I am exempt from ba vice (IRS) that I am subject to backup withholding as a result of a failu onger subject to backup withholding; and	ckup withholding, or (b) I have no	t been n	otified	by the	Intern	al Rev	venue that I am
3. I an	n 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.									
you ha	cation instructions. You must cross out item 2 above if you have been note failed to report all interest and dividends on your tax return. For real estition or abandonment of secured property, cancellation of debt, contribution interest and dividends, you are not required to sign the certification, be	state transactions, item 2 ions to an individual retir	2 does not a rement arra	apply. Fo	r mort (IRA),	gage in and ge	terest nerally	paid, , payn	nents
Sign Here	1 1 1 1 1 1	Bill Bower	Date ►						
Gei	neral Instructions	- 2020.03.1 • Form 1099-DIV (di funds)	ט וס:ס	3.42 ncluding	those	from s	tocks	or mu	tual
Section noted	n references are to the Internal Revenue Code unless otherwise	Form 1099-MISC (proceeds)	(various typ	pes of in	come	, prizes	awar	ds, or	gross
related	e developments. For the latest information about developments d to Form W-9 and its instructions, such as legislation enacted hey were published, go to www.irs.gov/FormW9.	Form 1099-B (stock transactions by broken)	kers)					ner	
	pose of Form	 Form 1099-S (prod Form 1099-K (mer 					,	neart	ione)
		Form 1099-K (merForm 1098 (home				-			,
inform	lividual or entity (Form W-9 requester) who is required to file an lation return with the IRS must obtain your correct taxpayer	1098-T (tuition)			. 550	_ (0.00		Ser III	J. 556,
(SSN).	ication number (TIN) which may be your social security number individual taxpayer identification number (ITIN), adoption	• Form 1099-C (can		•		of ac			
	er identification number (ATIN), or employer identification number	 Form 1099-A (acqu 	uioitiOH OF 8	וווטטוומטוו	HOTTL (o secur	ea pro	hetra)	,

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.

Use Form W-9 only if you are a U.S. person (including a resident

alien), to provide your correct TIN.

(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)

MAILING ADDRESS

P. O. Box 18770 Pensacola, Florida 32523 (850) 436-9630



LOCATION 1700 W. Leonard St. Pensacola, Florida 32501

www.escambiaso.com

March 16, 2020

Studer Community Institute
Attn: Shannon Nickinson
220 West Garden Street, Suite 100 Pensacola FL 32502

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated March 12, 2020.

Dear Shannon Nickinson,

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.

FLORIDA





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 PREVEN					
Funds will be used for: (Check the appropriate box)					
PROMOTE CRIME/DRUG ABUSE PREVENT	ON OR DIRECT SUPPORT				
The Documents listed below MUST be attached to	o 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 Con	pleted, Signed and ALL Documentation Attached				
ORGANIZATION/AGENCY NAME: Studer Community Institut	e DATE 03/12/2020				
POINT OF CONTACT Shannon Nickinson	PH# (850) 525-2116				
EMAIL ADDRESS: snickinson@studeri.org	INITIAL REQUEST PREVIOUS REQUEST				
DATE FUNDS NEEDED (The BOCC will process) 06/03/2019	AMOUNT REQUESTED: \$ 5,000				
CHECK PAYABLE TO: Studer Community Institute	*				
COMPLETE MAILING ADDRESS: NEW ADDRESS					
Street 220 W. Garden St. Suite 100	City Pensacola State FL Zip Code 32502				
CERTIFICATION	ON STATEMENT				
 As required by Florida law, the requested funds will be used for the purpose My agency shall, as required by Florida law, maintain records of these funds I have the appropriate authority (Board Member) on behalf of the requesting To submit this application and to ensure funds are used for the purposes To cause the required accounting and reporting of these funds. All representations in this application are true to the least of the purposes	and provide such reports as may be requested by the Sheriff. g agency. specified herein.				
NAME OF CERTIFYING OFFICIAL	TITLE OF CERTIFYING OFFICIAL				
Shannon Nickinson	Director of Early Learning				
SIGNATURE (Digital) Shannon Nickinson Digitally signed by Shannon Nickinson	DATE				
SHAIITION INICKINSON Date: 2019.04.19 15:14:46 -05'00'	03/12/2020				
	JSE ONLY				
SIGNATURE	APPROVED DENIED COMMENTS				
LEGAL					
CHIEF CHIEF	AMOUNT #				
SHERIFF	APPROVED #15 000.				
	13/ L L L L L L L L L L L L L L L L L L L				
CFO ASSISTANT Date process	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE				
CFO ASSISTANT Date process	complies with Florida Statue 932.7055(5)				
CFO ASSISTANT Date process	COMPLIES WITH FLORIDA STATUE				

ORGANIZATION/AGENCY NAME:

Studer Community Institute

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

Studer Community Institute's Light Up Learning fundraiser will support our efforts to improve the lives of families in Escambia County through our programs aimed at improving school readiness and building capacity in parents in under-served communities. We do this through education programs that help parents understand the link between rich early educational experiences, school readiness and ultimately better education outcomes that as adults will support safer communities. SCI's Parent Outreach program is a cornerstone of this work, engaging parents in subsidized housing complexes in weekly parenting classes to help build the capacity in parents to be better first teachers for their children. Healthy early brain development is key to the foundation of a child's readiness for school, and ultimately for putting that child on a path for success in school and life. That is crucial in Escambia County, which state education data indicates has a kindergarten readiness rate of 47 percent (as of 2019, the most recently available data). SCI's program aims to improve the quality of life in communities of need by serving parents who live in Attucks Court, Moreno Court and Oakwood Terrace apartment complexes. Our partnership with Area Housing Commission began with a program to reach parents with the message of the importance of talking, reading and interacting with young children, especially in the first three years of life. It has expanded to work on building the capacity within these parents to make stronger, healthier decisions about their lives and life path, making their community safer, getting counseling where needed and giving their children a stronger foundation for school and life. The program's curriculum includes 16 weeks of lessons focused on the importance of parent talk and interaction in healthy brain development in the first three years of a child's life — and the role that that interaction plays in a child's kindergarten readiness. It also includes focusing on education as a lifelong journey, with components of stress management, self-sufficiency, longer-term planning and goal setting, and other life skills. After the initial 16 weeks, the program adds lessons in financial literacy, self-sufficiency and building parenting capacity in families. In September 2018, we set up an office in the Family Center at Pathways for Change, a faith-based recovery and counseling center to help women recovering from addiction. PFC offers GED and CDL license classes as well as parenting support.

Justification cont.

Our Parent Outreach curriculum will now be part of those offerings. Our program impact since July 2017:

240: mothers, fathers and grandparents served through parents outreach programs.

80: parents earned certificate of completion awards in parent outreach.

64: parents completed LENA Start parenting program.

43: parents found gainful employment since joining parent outreach program.

4: parents enrolled at Pensacola State College.

6: parents enrolled in GED classes.

Date: MAY 2 5 2016

STUDER COMMUNITY INSTITUTE INC 121 SOUTH PALAFOX PLACE STE B PENSACOLA, FL 32502

Employer Identification Number: 47-5657008 DLN: 17053095310046 Contact Person: JOSEPH LAUX ID# 31077 Contact Telephone Number: (877) 829-5500 Accounting Period Ending: December 31 Public Charity Status: 509(a)(2) Form 990/990-EZ/990-N Required: Effective Date of Exemption: November 12, 2015 Contribution Deductibility: 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.

STUDER COMMUNITY INSTITUTE INC

Sincerely.

Jeffrey I. Cooper Director, Exempt Organizations Rulings and Agreements



Consumer's Certificate of Exemption

DR-14 R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8017040221C-0	06/22/2016	06/30/2021	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

STUDER COMMUNITY INSTITUTE INC 121 PALAFOX PL STE B PENSACOLA FL 32502-5635

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14 R. 10/15

- 1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
- 2. Your Consumer's Certificate of Exemption is to be used solely by your organization for your organization's customary nonprofit activities.
- 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.

(Rev. October 2018)

Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

interna	Hevenue Service GO to www.irs.gov/Formiv9 for i		st intorma	tion.					
	1 Name (as shown on your income tax return). Name is required on this line. Studer Community Institute Inc.	do not leave this line blank.							
	2 Business name/disregarded entity name, if different from above								
n page 3.	Check appropriate box for federal tax classification of the person whose of following seven boxes.				certa	emptions in entities actions or	s, not	individu	only to als; see
oe.	Individual/sole proprietor or	estate	Ехеп	Exempt payee code (if any)					
G Ç	Limited liability company. Enter the tax classification (C=C corporation,								
Trust/estate Codes a certain entities, not individual/sole proprietor or single-member LLC 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 of the LLC is disregarded from the owner of the LLC is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) ▶ not-for-profit-Florida corporation 501(c) 3 Paguester's name and address (optional)								TCA rep	orting
ecif		da corporation 501(c):			(Applie:	s to accounts	. meinte	ined outsid	e the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester'	s name	and ad	dress (op	tional)	
See	220 W. Garden St. Suite 100								
	6 City, state, and ZIP code								
	Pensacola FL 32502								
	7 List account number(s) here (optional)								
Par	t II Taxpayer Identification Number (TIN)						_		
Enter	your TIN in the appropriate box. The TIN provided must match the na	ame given on line 1 to avo	oid Se	ocial se	curity i	number			
	p withholding. For individuals, this is generally your social security non alien, sole proprietor, or disregarded entity, see the instructions for		ora 🗀		_		_[
entitie	s, it is your employer identification number (EIN). If you do not have a	a number, see How to get	a L	$\perp \perp$] [
TIN, la			or		. 1.4				
	If the account is in more than one name, see the instructions for line er To Give the Requester for quidelines on whose number to enter.	1. Also see What Name a	and E	npioyei	ridenti	fication r	lumb	er	
	5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 -		4	7	- 5	6 5	7	0 0	8
Par	t II Certification						_		
	penalties of perjury, I certify that:								
2. I an Ser no I	number shown on this form is my correct taxpayer identification numer not subject to backup withholding because: (a) I am exempt from bytice (IRS) that I am subject to backup withholding as a result of a fail onger subject to backup withholding; and	ackup withholding, or (b)	I have not	been r	notified	bv the	Inter	nal Rev d me ti	enue nat I am
	n a U.S. citizen or other U.S. person (defined below); and								
	FATCA code(s) entered on this form (if any) indicating that I am exer								
you ha acquis	cation instructions. You must cross out item 2 above if you have been we failed to report all interest and dividends on your tax return. For real a ition or abandonment of secured property, cancellation of debt, contribution in the certification, han interest and dividends, you are not required to sign the certification,	estate transactions, item 2 o utions to an individual retire	does not a ment arrar	pply. Fo	or mort	gage int	erest nerall	paid, v. pavm	ents
Sign Here	Signature of U.S. person ▶ Uh M CM	Đ	ate ► (31	28,	119			
Ger	neral Instructions	 Form 1099-DIV (dividual) 	idends, in	cluding	those	from st	ocks	or mut	ual
Sectio noted.	n references are to the Internal Revenue Code unless otherwise	 Form 1099-MISC (v proceeds) 	arious typ	es of ir	ncome	, prizes,	awa	rds, or	gross
related	e developments. For the latest information about developments it to Form W-9 and its instructions, such as legislation enacted ney were published, go to www.irs.gov/FormW9.	Form 1099-B (stock transactions by broke		I fund s	sales a	ind certa	in ot	.her	
		 Form 1099-S (proce 	eeds from	real es	tate tra	ansactio	ns)		
Pur	oose of Form	 Form 1099-K (merci 	hant card	and thi	ird par	ty netwo	ork tra	ansacti	ons)
An ind	ividual or entity (Form W-9 requester) who is required to file an	 Form 1098 (home m 	nortgage ii	nterest)), 1098	-E (stud	ent le	oan inte	rest),

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 (ATIN), or employer 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)

- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TiN, you might be subject to backup withholding. See What is backup withholding, later.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17684 County Administrator's Report 8. 2.

BCC Regular Meeting Discussion

Meeting Date: 04/02/2020

Issue: Recommendation Concerning the Acquisition of Real Property at

165 Diego Circle

From: CLARA LONG, Acting Director Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 165 Diego Circle for the Erress Boulevard and Diego Circle Blight Reduction Project - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board either approve, by super majority vote, or deny the following action:

- A. Authorize the purchase of real property located at 165 Diego Circle, from David T. Shack, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of \$14,500 (County's appraised value is \$9,000);
- B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 165 Diego Circle (.0360 acres); and
- C. Authorize the County Attorney's office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal Review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board.

This parcel is located in District 3.

[Funding: Fund 129/2017 CDBG, Cost Center 370231]

BACKGROUND:

Westernmark subdivision located on Erress Boulevard and Valencia Arms subdivision located on Diego Circle are neighborhoods located in the CRA Palafox Redevelopment District. Many of the units within the neighborhood have become neglected and/or abandoned, leading to severe blighted and slum conditions. Escambia County has conducted multiple refuse "clean sweeps" through the neighborhood; there have been numerous repetitive code violations in which properties currently have outstanding liens.

During the June 22, 2017, BCC Meeting, the Board authorized staff to begin the process to pursue acquisition on all properties that had vacant lots and unoccupied structures. Neighborhood & Human Services staff have identified over 30 potential parcels to solicit for acquisitions. Staff has sent correspondence to all identified vacant properties and have completed appraisal reports, title insurance commitments, and other related activities in implementing the project. The acquisition checklist has been provided with this Recommendation.

A preliminary offer was made to the owner for the appraised value of the property at \$9,000, but the owner has counter-offered with \$14,500. The current property value from the Escambia County Property Appraiser notes the value at \$11,679. Four votes from the Board would be needed to authorize this purchase price.

BUDGETARY IMPACT:

Funding for acquisition is budgeted in Fund 129, 2017 CDBG, Cost Center 370231.

LEGAL CONSIDERATIONS/SIGN-OFF:

Contract for Sale and Purchase was reviewed and approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney. Any additional documents will be reviewed by the County Attorney's office for approval.

PERSONNEL:

Not applicable to this Recommendation. All work associated with this request is being handled by County staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board action, Neighborhood & Human Services Department staff will implement in consultation with the County Attorney's office.

Attachments

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between <u>David T. Shack</u>, an unmarried man, whose address is <u>447 Norfolk Street</u>, <u>Mattapan</u>, <u>Massachusetts 02126</u> ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Seller agrees to sell and Buyer agrees to buy the real property described in Exhibit A, together with all structures, fixtures, and improvements (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on

- 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.
- 4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.
- 5. SELLER'S AFFIDAVIT AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing an affidavit in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavit must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

^{2.} PURCHASE PRICE; PAYMENT. The purchase price is \$14,500, payable to Seller at closing. Seller shall be responsible for paying and satisfying at closing all other liens and encumbrances on the Property.

- 6. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).
- 7. BROKERS. Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.
- 8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.
- 9. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.
- 10. CLOSING. This transaction will be closed, and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.
- 11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.
- 12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller has no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.
- 13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

- 14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.
- 15. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.
- 16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.
- 17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.
- 18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract is valid or binding upon the parties unless in writing and executed by the parties to be bound.
- 19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Neighborhood Enterprise Division c/o Meredith Reeves 221 Palafox Place, Suite 200 Pensacola, Florida 32502 TO SELLER:

David T. Shack 447 Norfolk Street Mattapan, Massachusetts 02126

WITH A COPY TO:

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

- 20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.
- 21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.
- 22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects

and the provisions of Paragraph 4 shall apply.

- 23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.
- 24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.
- 25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.
- 26. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.
- 27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

IN THE PR	RESENCE OF:		7.4
ATTEST:	Pam Childers Clerk of the Circuit Court	ESCAMBIA COUNTY, and through its duly aut OF COUNTY COMMISS	horized BOARD
		Steven Barry, Chairman	Approved as to form and leg
Deputy Cler	·k	Date:	By/Fitte: Blanty Court
BCC Appro	ved:		Date: March 3 20 20
Witness KCr N Print Name	Mueus In Ludwig	SELLER: David T. Shack	
2		Date 2/13/2020	
Witness	e		
Print Name	SILVA		
STATE OF F	FLORIDA F ESCAMBIA		
online nota	foregoing instrument was acknowled arization, this 13 th day of Feb., 202 has produced current Florid	20, by David T. Shack. He () is po	ysical presence or ersonally known identification.
		delli	
1 SA ING	ALEX RIVERA	Signature of Notary Public	
Sall And	otary Public. Commonwealth of Massachusetts My Commission Expires February 20, 2026	Alex Rivera	
(Notary Seal)	Printed Name of Notary Pub	olic

Exhibit "A"

165 Diego Circle, Pensacola, FL 32505 Parcel ID: 09-2S-30-0550-000-036

Legal Description:

Lot 36, VALENCIA ARMS, a subdivision of a portion of Section 9, Township 2 South, Range 30 West, Escambia County, Florida, according to the Plat of said subdivision recorded in Plat Book 7, Page(s) 99, of the Public Records of said County.

COMMITMENT FOR TITLE INSURANCE



Issued By

First American 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, *First American Title Insurance Company*, a(n) 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 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.



- (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.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The 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; [and]
 - (f) Schedule B, Part II—Exceptions[; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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) The Company shall not be liable for the content of the Transaction Identification Data, if any.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.



- (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.

6. 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.

7. IF 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.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may 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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.







Issued By

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent:

eTitle Agency, Inc.

Issuing Office:

1650 W. Big Beaver

Issuing Office's

ALTA® Registry ID: 0050923

Loan ID No .:

Commitment No.:

2000798

Issuing Office File No.: 2000798

Property Address:

165 Diego Cir, Pensacola, FL 32505

SCHEDULE A

1. Commitment Date: January 14, 2020 at 08:00 AM

2. Policy to be issued:

a. ALTA Owner Policy (6-17-06)

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner

identified at Item 4 below

Proposed Policy Amount: \$10,000.00

b. ALTA Loan Policy (6-17-06)

Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed

Insured for an Owner's Policy, its successors and assigns as their interests may

appear as defined in the Conditions of this policy.

Proposed Policy Amount: \$10,000.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. The Title is Fee Simple, at the Commitment Date, vested in:

David T. Shack

5. The Land is described as follows:

Property located in the City of Pensacola, County of ESCAMBIA, State of Florida

Lot 36, VALENCIA ARMS, a subdivision of a portion of Section 9, Township 2 South, Range 30 West, Escambia County, Florida, according to the Plat of said subdivision recorded in Plat Book 7, Page(s) 99, of the Public Records of said County.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.



SCHEDULE A

(Continued)

e Title Agency, Inc.

- Um J. Wasajii

e Title Agency, Inc.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.



COMMITMENT FOR TITLE INSURANCE



Issued By First American Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 1. 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.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. 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 David T. Shack, as a single person or persons, and joined by spouse (or their respective spouses), if married, to A Natural Person or Legal Entity to be Designated, conveying the property described in Schedule "A". In the event that the property being conveyed is not the homestead of the grantor(s), the following statement should be set forth on said deed in lieu of a spouse's signature:

The land described herein is not the homestead of the grantor(s), and neither the grantor(s) nor the grantor(s) spouse, nor anyone for whose support the grantor(s) is responsible, resides on or adjacent to said land.

NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

- 5. Record release of Code Enforcement Lien recorded in Book 7702, Page 1914; Book 7703, Page 182 and Book 7788, Page 1168 which was assessed against the insured property together with evidence that the code violation on which said lien is based has been corrected in accordance with the requirements of the Code Enforcement Board imposing said lien.
- 6. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees,

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.



SCHEDULE B

(Continued)

and Water, Sewer and Trash Removal Charges, have been paid.

The name or names of the proposed insured(s) and/or the amount of requested insurance under the Owner's/Loan Policy to be issued must be furnished and this Commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.

- 7. Proof of payment of taxes and assessments for the year 2019, and prior years, plus any penalties and interest.
- 8. Note: The following is for informational purposes only and is given without assurance or guarantee: 2019 taxes show PAYABLE. The gross amount is \$289.36 for Tax Identification No. 092S300550000036.

NOTE: The following conveyance(s) have been recorded within the last 24 months:

None

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.



SCHEDULE B

(Continued)

SCHEDULE B, PART II Exceptions

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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
- 2. Any rights, interests or claims of parties in possession of the land 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 land survey of the land.
- 4. Any lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
- 5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
- 6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
- 7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
- 8. Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form

Copyright 2006 - 2016 American Land Title Association. All rights reserved.



SCHEDULE B

(Continued)

may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

- 9. Code Violation(s) referenced in that certain Code Enforcement Lien or Notice recorded in Book 7702, Page 1914; Book 7703, Page 182 and Book 7788, Page 1168 and any fines, penalties or other sums claimed to be due and owing with respect to said Code Violation(s) and any loss or damage as a result thereof.
- 10. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of VALENCIA ARMS, as recorded in Plat Book 7, Page(s) 99, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- Easement granted to Gulf Power Company by instrument recorded in Deed Book 277, Page 355.
- 12. Easement granted to Gulf Power Company by instrument recorded in Book 411, Page 983.
- 13. Declaration of Covenants, Conditions and Restrictions recorded in Book 517, Page 431 as amended in Book 554, Page 783, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- Easement granted to Gulf Power Company by instrument recorded in Book 591, Page 306.
 - **Note:** All of the recording information contained herein refers to the Public Records of ESCAMBIA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.
- 15. Any mortgage, lien, encumbrance or title defect, created or agreed to by the Insured and first appearing in the public records after the Effective Date of the Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.



COMMITMENT FOR TITLE INSURANCE



Issued By First American Title Insurance Company

SCHEDULE C

The Land is described as follows:

Property located in the City of Pensacola, County of ESCAMBIA, State of Florida

Lot 36, VALENCIA ARMS, a subdivision of a portion of Section 9, Township 2 South, Range 30 West, Escambia County, Florida, according to the Plat of said subdivision recorded in Plat Book 7, Page(s) 99, of the Public Records of said County.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.





PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution from sharing non-public, personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. Pursuant to the requirement

of GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of eTitle and its title agents.

Types of Information

Depending upon which of our services you are utilizing, we may collect nonpublic, personal information about you from the following sources:

- Information we receive from you on applications, forms, or through other communications;
- Information about your transactions we secure from our files, from our affiliates, or others;
- Information we receive from a consumer reporting agency;
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic, personal information will be collected about you.

Information we disclose to third parties

We may disclose your nonpublic, personal information to an affiliate, which includes any company that controls eTitle, is controlled by eTitle, or is under common control with eTitle. We may also disclose your nonpublic, personal information to:

- Nonaffiliated third parties involved in effecting, administering, or enforcing a transaction that you have requested or authorized;
- Nonaffiliated companies that perform marketing services on our behalf or with whom we have a joint marketing agreement;
- Regulators or others in order to protect against actual or potential fraud or to comply with applicable legal requirements.

WE DO NOT DISCLOSE ANY NONPUBLIC, PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Information we disclose to third parties

Even if you are no longer our customer, our Privacy Policy will continue to apply to your nonpublic, personal information that we continue to retain.

Confidentiality and Security

Employees of eTitle and its affiliates are provided access to nonpublic, personal information on a need to know basis. We maintain physical, electronic, and procedural safeguards intended to protect your nonpublic, personal information from unauthorized access. Moreover, all employees of eTitle and its affiliates are required to undergo annual Privacy Policy training.

We appreciate the opportunity to serve you!



Privacy Notice

Notice Last Updated: November 1, 2019

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit https://www.firstam.com/privacy-policy/index.html. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

<u>What Type Of Information Do We Collect About You?</u> We collect both <u>personal</u> and <u>non-personal information</u> about and from you. <u>Personal information</u> is non-public information that can be used to directly or indirectly identify or contact you. <u>Non-personal information</u> is any other type of information.

<u>How Do We Collect Your Information?</u> We collect your personal and non-personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

<u>How Do We Use Your Information?</u> We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your personal information to nonaffiliated third parties. We will only share your personal information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your personal information, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your personal information is important to us. That is why we take commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

<u>Your Choices</u> We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your <u>personal information</u>. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your personal information to us in the US, and you consent to that transfer and use of your personal information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

<u>Verification Process</u>. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

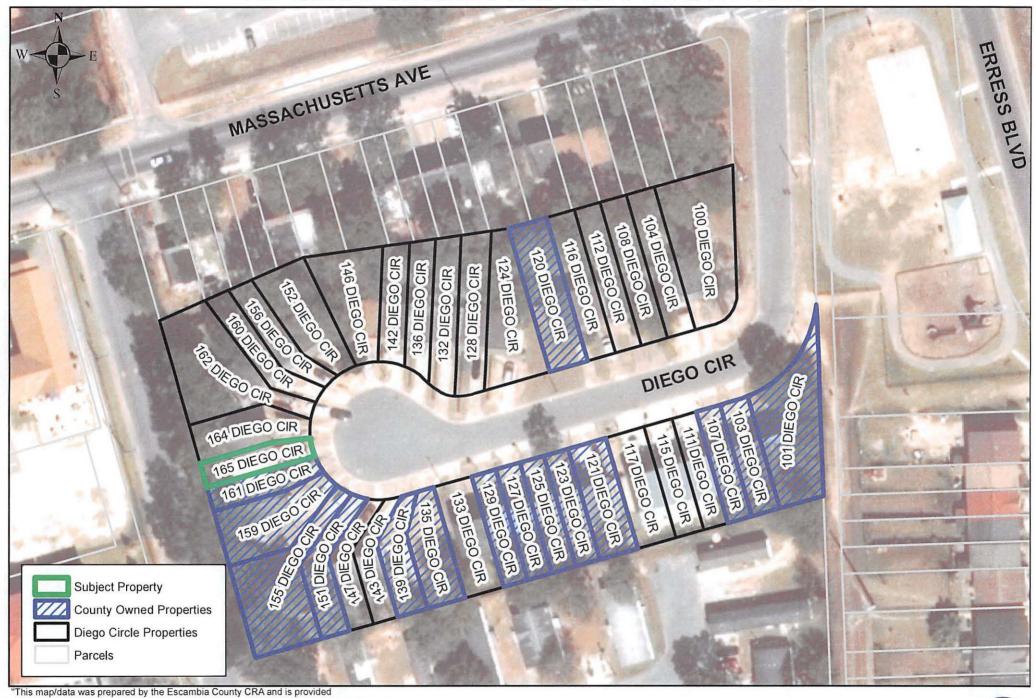
<u>Right of Non-Discrimination</u>. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any away if you choose to exercise your rights under the CCPA.

<u>Collection Notice</u>. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity

© 2019 First American Financial Corporation and/or its affiliates. All rights reserved. NYSE:FAF

165 DIEGO CIRCLE PROPERTY ACQUISITION

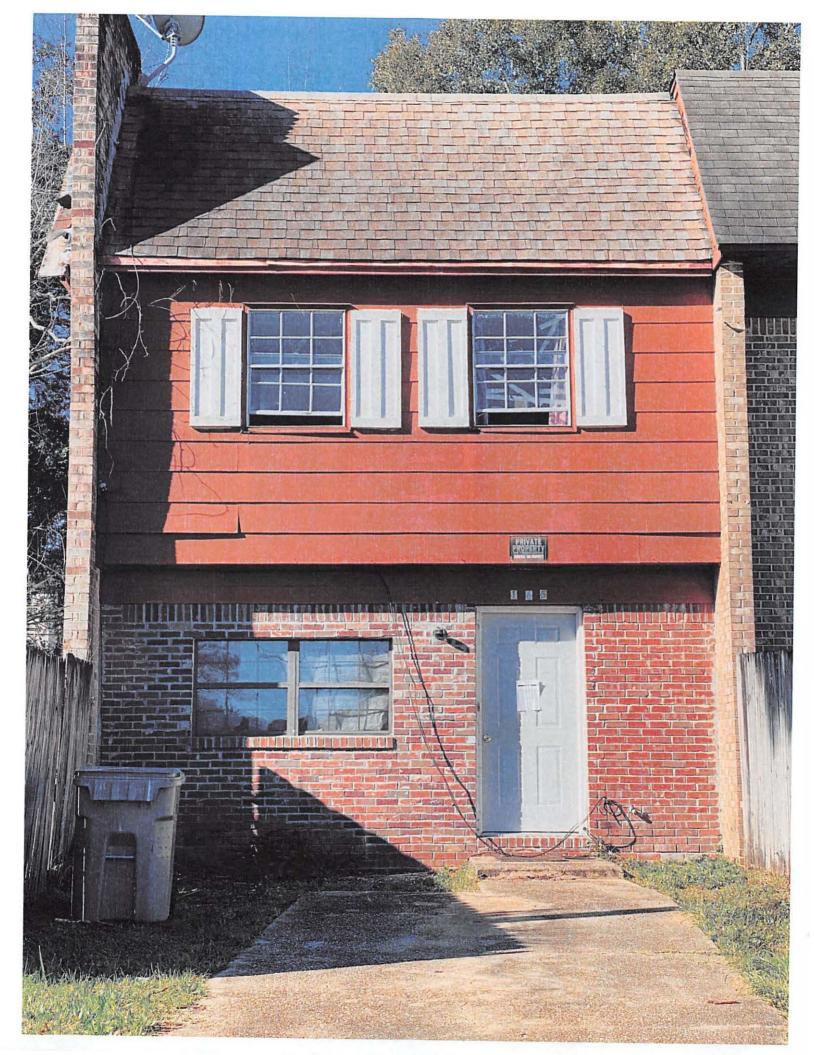


"This map/data was prepared by the Escambia County CRA and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

1/28/2020







APPRAISAL OF



LOCATED AT:

165 DIEGO CIRCLE PENSACOLA, FL 32505

CLIENT:

NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT 221 PALAFOX PLACE.SUITE 200 PENSACOLA, FL, 32502

AS OF:

April 29, 2019

BY:

NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT 221 PALAFOX PLACE.SUITE 200 PENSACOLA, FL, 32502

File Number: V190062

In accordance with your request, I have appraised the real property at:

165 DIEGO CIRCLE PENSACOLA, FL 32505

The purpose of this appraisal is to develop an opinion of the defined value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the defined value of the property as of April 29, 2019

is:

\$9,000 Nine Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, assignment conditions and appropriate certifications.

Victor Harrison

GULF COAST APPRAISALS Residential Appraisal Report

File No. V190062

													roperty, g	iven t	ne intended use of th	e appraisa	el.		
SE			_	NEIGHBOF AFOX PLA				=R\	/ICES I		_	NSACOL			Sta	te FL	7in :	32502	
				FOR CLIEN															
₽.	1-1 4- 4 11-	- TO DE		DAINE MA	DVCT	\/A11	IC COD C	000	CIDI E	40011	1017	1011 011	LECT	- 4 D	DDAIGAL IC O	ONGID	CDCD A		
	RESTRIC				KKEI	VALU	JE PUK P	<u> </u>	OIBLE !	ACQU	101	IUN. SUI	SJECI	API	PRAISAL IS C	ONSID	EKED A		
•				EGO CIRCI						City	P	NSACOL	A			te FL		32505	
61		wner of Public Record SHACK DAVID T Co equal Description LT 36 VALENCIA ARMS PB 7 P 99 OR 6487 P 1624, ESC FL.											unty ESC	<u>CAMBIA</u>					
-				S-30-0550-			P 99 UR	64	87 P 16			<u>-L.</u> r 2018			D.F.	Tayes \$	274.18		
				ENCIA ARI			COLA				_	erence 09-2	2S-30			nsus Tract			
ŀ				X Fee Simp		Lease			(describe)		_								
ł	My research did X did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal. Prior Sale/Transfer: Date Price Source(s) CRS/ESCPA																		
ı	Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable) NO PRIOR TRANSFER NOTED FOR SUBJECT WITHIN																		
×	PAST 36 MONTHS, PER PUBLIC RECORDS.																		
NO I																			
ESHIST																			
S.																			
ľ	Offerings, options and contracts as of the effective date of the appraisal NONE NOTED ON MLS OR FOR SALE BY OWNER.																		
ı	On Annual State of the Checker and the opposite in the opposite in the contract of the contrac																		
	Neighborhood Characteristics One-Unit Housing Trands One-Unit Housing Present Land Use %																		
ľ	Location	Urban		Suburban	Rural		Property Valu	es [Increa		_	Stable	Declin	ing	PRICE	AGE	One-Unit	116 COL NA, C	89% %
		Over 759	_				Demand/Sup		Shorta		_	n Balance	Over S			(yrs)	2-4 Unit		1% %
_		Rapid		Stable L	Slow		Marketing Tin	te	Under	3 mths	W	3-6 mths	Over 6	mths	10± Low 550+ High		Multi-Famil Commercia		1% % 2% %
Ö	Neighborhoo	ou bounda	162	See AllaGI	su Auc	enuc					_				110± Pred.	30	Other VA		7% %
															LY SINGLE FA				
				<u>SINESSES I</u> MARKET A											IER RESIDEN	TIAL P	ROPER	TIES IN	4
Ė	PROXIN	IIIT, VVI	111	WARKELA	PPEA	L DE	ING AVE	MC	E IN I	UE AAI	<u> </u>	PENSAC	JULA,	<u>FL /</u>	AREA.	-			
ı															BE CURREN				
															RATES. THER				
				ATES ARE											E. RECENT DE	CREA	SES IN	SHOR	1-
•			_	X87 ± (P.P			Area .C	4 A	CRE ±	(P-RC	DS	Shape	RECT/	ANG	ULAR		ESIDEN	TIAL/A	VG
-	Specific Zon				-1 M					_					USE RESIDE	NTIAL			
	Zoning Com Is the highes			egal Leg of the subject pro			ng (Grandfathe			No Zor			(describe ent use?		X)Yes No	If No. des	cribe. TH	E SUB.	JECT
															A RESIDENT				
	Utilities	Public [X]		Other (describe			Mari			xblic	Othe	r (describe)			Off-site Improve		Туре	Public X	Private
con	Electricity Gas	$ \overset{\square}{H}$		NONE			Water Sanitary	Sewe		<u>X</u>	Н				Street ASPH/ Allev NONE			A	H
	Site Comme			VERSE SIT			IONS WE	RE	NOTE	D. SEE					IED. SITE SIZ	E AND			
															ILY DUE TO F				
ŀ				PUBLIC SEV			-INFOIN I	INC	2 20BJ	<u> </u>	JUE	NEC I AF	FEAR	<u> </u>	O BE IN FLOO	U ZUN	E A. 5	UDJE	J 13
								-			_								
ı	Units X)C			SCRIPTION		٠	FOL ncrete Slab	INDA	TION			TERIOR DES undation Wall			materials CRETE/AVG	INTERIO		materia	
-	# of Stories		ne wi	Acc. unit			Il Basement	۲	Crawl Sp Partial Ba		_	unoauon wall terior Walls			K-WD/AVG	Floors Walls		//AVG	PT/AVG
	Type D	Det. X	_	S-Det./En	_	Basem	ent Area			00 sq. ft.	Ro	of Surface			I/SHING/AVG	Trim/Fini:			T/AVG
ŀ	X Existing		pose		Const.		ent Finish N/			%	+	tters & Down		_		Bath Floo		TLE/A	
ł	Design (Style Year Built 1		ΧЩ	JIVIE			TSIDE ETTY/EX	π	Sumj	Pump		ndow Type xm Sash/Insu			LUM/AVG E/AVG	Car Stora	nscot PR	None	AVG
	Effective Aq		YR	S							Sc	reens		ES/	AVG	X Drive	way # of	Cars 2	
-	Attic			None		_	g [X] FWA [_		Radian		nenities		_	VoodStove(s) #		Surface C		ETE
TS	Drop Sta	211	-11	Stairs Scuttle		Cooline			el ELEC Condition			Fireplace(s) Patio/Deck		_	ence PRT/WD Porch STP	Gara Carp		Cars Cars	
	Finished			Heated		lnc	lividual	I	Other		JC	Pool		(X)c	ther UTILITY	Att.		et.	Built-in
-	Appliances Finished are	X Ref	~_		e/Oven		Shwasher (J Di	sposal (Micro Bedroom	_				Other (describe) F. 1,215 Square			Area At	um Certi
WPR				Contains: Attached Ac	ldendı		KOUIIS		3	ocu oon	<u> </u>		.1 Bath(<u>>/</u>	T,& 10 Squar	e reet of t	aross Living	AIES ADO	NAS OLSGE
ı	Comments of	o the lace		ome Soo A	Hacho	4 64-	lendum.				_								
	- Contractits C	ar use impro	erii	See A	uau it	<u> </u>	ionuuili.												
Í		_						_											
J																			
ľ											_								



GULF COAST APPRAISALS Residential Appraisal Report

File No. V190062

	FEATURE	SUBJECT	COMPARABLE S	ALE NO. 1	COMPARABL	E SALE NO. 2	COMPARABLE S	ALE NO. 3
	165 DIEGO CIRCL	Ē	2301 MICHIGAN	AVE #13	5512 WOODSN	MAN CT	2301 MICHIGAN	AVE #11
	Address PENSACOL	A, FL 32507	PENSACOLA, FL	32526	PENSACOLA,	FL 32506	PENSACOLA, FL	32526
	Proximity to Subject		1.08 miles NW		3.03 miles SW		1.08 miles NW	
	Sale Price	s N/A	\$	43,00	0	\$ 40,000	S	30,000
	Sale Price/Gross Liv. Area	\$ 0.00 sq. ft.	\$ 36.94 sq.ft.	- 1	\$ 37.88 sq. ft.		\$ 25.77 sq. ft.	
	Data Source(s)	INSPECTION	MLS/PUBLIC REC	ORDS	MLS/PUBLIC R	ECORDS	MLS/PUBLIC REC	CORDS
	Verification Source(s)	PUBLIC RECD'S	DOM 94		DOM 2		DOM 6	
	VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
	Sale or Financing	N/A	CASH		CASH		CASH	
	Concessions	N/A	CLOSED		CLOSED		CLOSED	
	Date of Sale/Time	N/A	07/09/2018		07/05/2018		08/31/2018	
	Location	SUBURBAN/FAIR		-5.00	0 SUBURBAN/A\	/G -5.000	SUBURBAN/AVC	-5,000
	Leasehold/Fee Simple	FEE SIMPLE	FEE SIMPLE		FEE SIMPLE	3,000	FEE SIMPLE	
	Site	.04 ± ACRE/AVG			.12 ± ACRE/AV	rel T	.02 ± ACRE/AVG	
	View	RESIDENT/AVG	RESIDENT/AVG		RESIDENT/AV		RESIDENT/AVG	
	Design (Style)	TOWNHOME	TOWNHOME		TOWNHOME		TOWNHOME	
E	Quality of Construction	BRICK-WD/AVG	BRICK-VIN/AVG		WOOD/AVG		BRICK-VIN/AVG	
ΟA	Actual Age	47 ± YRS	35 ± YRS		0 23 ± YRS	 	35 ± YRS	0
PR	Condition	POOR	FAIR		0 FAIR	-25,000		-25,000
٩V								+1,000
NO	Above Grade	Total Bdrms Baths	Total Bdrms Baths		0 Total Barms. Baths		Total Bdrms Baths	
SIS	Room Count	6 3 1.1	5 2 2.1	-4,00		2 -3,000		-4,000
Vδ	Gross Living Area	1,215 sq. ft.	1,164 sq. ft.	+80		£ +2,400		+800
8	Basement & Finished	NONE	NONE		NONE		NONE	
Š	Rooms Below Grade	NONE	NONE		NONE	+	NONE	
ø	Functional Utility	AVERAGE	AVERAGE		AVERAGE	_	AVERAGE	
Š	Heating/Cooling	CENT HT & AC	CENT HT & AC		CENT HT & AC		CENT HT & AC	
	Energy Efficient Items	WINS/BLDS/ETC			WINS/BLDS/ET		WINS/BLDS/ETC	
	Garage/Carport	NONE	NONE		NONE		NONE	
۶	Porch/Patio/Deck	CVD PTO/AVG	PCH/OP/BAL/INF		0 PCH/SP/EQL	0	PCH/OP/BAL/INF	-3,000
	FIREPLACE	NONE	FIREPLACE	-1,00	0 NONE		FIREPLACE	-1,000
	FENCE	PRT-FNC/UT-RM			PRT-FNC/UT-F	KIV	CT YD/EQL	
	OTHER	KITCH-EQUIP	KITCH-EQUIP		KITCH-EQUIP		KITCH-EQUIP	
	Net Adjustment (Total)		<u> </u>	36,20		<u>\$ 29,600</u>		36,200
	Adjusted Sale Price		Net Adj84.2%		Net Adj74.0%		Net Adj120.7%	
	of Comparables		Gross Adi, 92.6% \$		0 Gross Adj. 91.0%	s 10,400	Gross Adj. 132.7% \$	-6,200
	Summary of Sales Compari	son Approach See At	tached Addendum					
								
								-
	COSTAPPROACHTOVA	1112		_			 	
	Site Value Comments LA		OT DEVELOPED	DUE TO NO	T REING IN THE	SCOPE OF WO	RK THE COST AF	PROACH
	WAS NOT DEVELO							
	IS NOT PERTINEN						OINC THE GOOT?	11 11(0)(011
١	ILXIIITEN	JULINION	VIN INCHINE	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	4 4-7 1 VIAINE II			
١	ESTIMATED REF	PRODUCTION OR I	REPLACEMENT COST NE	w I	OPINION OF SITE VALUE		_ t	
Ş	Source of cost data		w.ozanem OOJI NE		Owelling	Sq. Ft. @ \$		
	Quality rating from cost serv	rice Fffer	tive date of cost data			Sq. Ft. @ \$	= \$	
APPRO	Comments on Cost Approa					22.004		
Ø	EST. REMAINING			D TO	Garage/Carport	Sq. Ft @ \$	= \$	
S	VALUE RATIO IS 1				Total Estimate of Cost-New		= \$	
ũ	BASED ON REVIE			_	ess 60 Physical		ernal	
	AREA ESTIMATE				Depreciation		= \$(1
۲	APPROXIMATION				Depreciated Cost of Impro-	rements		
					'As-is" Value of Site Impro			
					or one milpro			
				1				
					NDICATED VALUE BY CO	OST APPROACH	= \$	
	INCOME APPROACH TO	VALUE			NDICATED VALUE BY CO	OST APPROACH		
إي	INCOME APPROACH TO Estimated Monthly Market I		X Gross Rent Multiplier			OST APPROACH		
COME		Rent \$		0 -s				
INCOME	Estimated Monthly Market F	Rent \$		0 -s				
INCOME	Estimated Monthly Market F	Rent \$		0 -s				
INCOME	Estimated Monthly Market F	Rent \$ ach (including support for m	arket rent and GRM) N/	0 -s	O India	cated Value by Income		N/A
INCOME	Estimated Monthly Market F Summary of Income Approx	Rent \$ ach (including support for m secondary support for m	arket rent and GRM) N/	0 -s	O India	cated Value by Income	Approach	N/A
INCOME	Estimated Monthly Market F Summary of Income Approx Indicated Value by: Sale	Rent \$ ach (including support for m secondary support for m	arket rent and GRM) N/	0 -s	O India	cated Value by Income	Approach	N/A
ON INCOME	Estimated Monthly Market F Summary of Income Approx Indicated Value by: Sale	Rent \$ ach (including support for m secondary support for m	arket rent and GRM) N/	0 -s	O India	cated Value by Income	Approach	N/A
ATION INCOME	Estimated Monthly Market If Summary of Income Approx Indicated Value by: Sale See attached Adde	Rent \$ sch (including support for m s Comparison Approach ndum.	arket rent and GRM) <u>N//</u> s 9,000 Go	0 - \$	O India	tncome A	Approach oproach (if developed) \$ 1	
TILIATION INCOME	Estimated Monthly Market if Summary of Income Approx Indicated Value by: Sale See attached Adde This appraisal is made	Rent \$ sch (including support for m s Comparison Approach ndum. "as is," subject to	s 9,000 Co	0 - s	O Indid	Income A	Approach pproach (if developed) \$ 1	eted,
DNCILIATION INCOME	Estimated Monthly Market if Summary of Income Approx Indicated Value by: Sale See attached Adde This appraisal is made Subject to the following	Rent \$ sch (including support for m s Comparison Approach ndum.	s 9,000 Co	0 - s	O Indid	Income A	Approach oproach (if developed) \$ 1	eted,
ECONCILIATION INCOME	Estimated Monthly Market if Summary of Income Approx Indicated Value by: Sale See attached Adde This appraisal is made	Rent \$ sch (including support for m s Comparison Approach ndum.	s 9,000 Co	0 - s	O Indid	Income A	Approach pproach (if developed) \$ 1	eted,
RECONCILIATION INCOME	Estimated Monthly Market If Summary of Income Approx Indicated Value by: Sale See attached Adde This appraisal is made subject to the following See Attached Adde	Rent \$ sch (including support for m s Comparison Approach ndum.	s 9,000 Ca	0 - S A set Approach (If	O Indi	Income Aj condition that the impresen completed	Approach (if developed) \$! oproach (if developed) \$! overnents have been completed by the subject to the following	eted.):
RECONCILIATION	Estimated Monthly Market If Summary of Income Approx Indicated Value by: Sale See attached Adde This appraisal is made subject to the following See Attached Adde	Rent \$ ach (including support for m a Comparison Approach ndum.	s 9,000 Co	0 - S A set Approach (If	O Indi	tncome Ap	Approach pproach (if developed) \$ 1	eted.):



ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File No	.: V190062
Property Address: 165 DIEGO CIRCLE	Case N	lo.:
City: PENSACOLA	State: FL	Zip: 32505

Neighborhood Boundaries

SUBJECT MARKET AREA IS LOCATED NORTH OF FAIRFIELD DRIVE, WEST OF I-110, SOUTH OF I-10, AND EAST OF BLUE ANGEL PKWY, IN THE WEST PENSACOLA FLORIDA AREA.

Additional Features
HORIZONTAL BLINDS, REAR COVERED PATIO, CEILING FANS, FENCE, SCUTTLE ATTIC ACCESS, KITCHEN APPLIANCES, UTILITY ROOM, ETC. INTERIOR ITEMS ARE AN ESTIMATION ONLY DUE TO INTERIOR INSPECTION LIMITED DUE TO WATER/SMOKE/FIRE DAMAGE OF SUBJECT FROM RESULTS OF FIRE ON THE ADJACENT UNIT TO THE LEFT OF THE SUBJECT, AND NO UTILITIES ON AT TIME OF INSPECTION CREATING UNSAFE/UNRELIABLE INTERIOR INSPECTION.

Condition of Improvements

THE SUBJECT DWELLING APPEARS TO BE IN POOR CONDITION. PHYSICAL DEPRECIATION STANDARD FOR AGE. NO FUNCTIONAL OR EXTERNAL INADEQUACIES NOTED AT THE TIME OF INSPECTION. SIGNIFICANT DEFERRED MAINTENANCE NOTED AT TIME OF INSPECTION DUE TO SUBJECT HAVING SEVERE WATER/SMOKE/FIRE DAMAGE FROM THE PROCESS OF FIRE BEING REMEDIATED ON THE ADJOINING TOWNHOME, AND IS AS FOLLOWS: ENTIRE UPPER FLOOR APPEARS TO HAVE SEVERE WATER DAMAGE FROM ROOF LEAK, DUE TO FIRE REMEDIATION OF UNIT NEXT DOOR. LOWER FLOOR APPEARS TO SEVEN WATER DAMAGE PROWN COPY EARLY DOE TO THE REWELLING OF DATE AND OTHER DAMAGE AND OTHER DAMAGE DUE TO HAVING BEEN SUBJECTED TO WATER DAMAGE AND OTHER DAMAGE DUE TO ROOF FROM UPPER FLOOR BEING DAMAGED AND LEAKING, ETC. THE SUBJECT HAD A MUSTY ODOR AND COULD POSSIBLY HAVE MOLD DAMAGE DUE TO THE LENGTH OF TIME OF HAVING WATER INTRUSION. APPRAISAL SUBJECT TO INTERIOR INSPECTION UTILITIES ON, AND REPAIR ESTIMATES FROM LICENSED CONTRACTOR(S). APPRAISAE UNABLE TO DETERMINE CONDITION OF THE INTERIOR OF SUBJECT, DUE TO SUSPECTING HIDDEN DAMAGE CAUSED BY THE ELEMENTS, WATER INTRUSION, NEGLECT ETC.

Comments on Sales Comparison

THE COMPARABLES CHOSEN WERE SALES OF HOMES IN THE SUBJECT MARKET AREA AND WERE GOOD INDICATORS OF VALUE FOR THE SUBJECT PROPERTY DUE TO SIMILARITY IN LOCATION, GLA. BEDROOMS. BATHROOMS, UTILITY, CONSTRUCTION, ACTUAL AND EFFECTIVE AGE, ETC. COMPS WERE CONSIDERED RECENT DUE TO BEING SALES UNDER 10 MONTHS TIME OF SALE, WITH COMP # 2 BEING UNDER 10 MONTHS
TIME OF SALE, COMP # 3 BEING UNDER 8 MONTHS TIME OF SALE, AND COMP # 1 BEING UNDER 10 MONTHS TIME OF SALE. ALL SALES WERE OVER ONE MILE IN PROXIMITY TO SUBJECT DUE TO LACK OF MORE SIMILAR/RECENT SALE IN THE SUBJECT MARKET ARE IN CLOSER PROXIMITY. NO ADVERSE EFFECT ON VALUE DUE TO COMPS # 1 & 3 BEING JUST OVER ONE MILE IN DISTANCE. PREVIOUS SALES/TRANSFERS: SUBJECT HAD NO PRIOR TRANSFERS IN THE PREVIOUS 36 MONTHS. NO PRIOR SALE FOR COMPS IN THE PRIOR 12 MONTHS.

WEIGHT GIVEN TO THE MARKET APPROACH AS IT BEST REFLECTS THE MOST CURRENT BUYING/SELLING HABITS OF THE PUBLIC IN GENERAL. INCOME APPROACH CONSIDERED BUT NOT USED DUE TO A LACK OF RENTAL DATA, AND NOT BEING CONSIDERED PERTINENT OR RELIABLE PER HUD HAND BOOK. PERTINENT VALUE DETERMINANTS BRACKETED BY COMPARABLES EXCEPT IN ACTUAL AGE, LOCATION, CONDITION, BEDROOM COUNT, GLA, ETC, DUE TO SUBJECT BEING OLDER THAN COMPARABLES IN ACTUAL AGE, COMPS CONSIDERED TO BE IN A SUPERIOR LOCATION, SUBJECT BEING CONSIDERED INFERIOR IN CONDITION DUE TO NOT BEING CONSIDERED IN LIVABLE CONDITION, SUBJECT BEING CONSIDERED INFERIOR IN CONDITION DUE TO NOT BEING CONSIDERED IN LIVABLE CONDITION, AND BEDROOM COUNT DUE TO SUBJECT HAVE HIGHER BEDROOM COUNT THAN COMPS, AND IS NOT CONSIDERED A NEGATIVE FACTOR DUE TO ADJUSTMENTS MADE, HIGHER BEDROOM COUNT NOT CONSIDERED A NEGATIVE FACTOR. GROSS, NET, AND LINE ADJUSTMENTS WERE HIGHER THAN NORMAL DUE TO CONDITION OF SUBJECT. THIS REPORT IS INTENDED FOR USE BY CLIENT FOR VALUE PURPOSES, AND IS NOT INTENDED FOR ANY OTHER USE OR PARTY. METHODS USED FOR THIS REPORT AND CONCLUSIONS SHOULD BE CONSIDERED IN WHOLE. USE OF ANY PARTIAL ENTITY WITHIN SEPORT AND CONCLUSIONS SHOULD BE CONSIDERED IN WHOLE. USE OF ANY PARTIAL ENTITY WITHIN SEPORT AND CONCLUSIONS SHOULD BE CONSIDERED IN WHOLE. USE OF ANY PARTIAL ENTITY WITHIN REPORT IS NOT VALID. ALL COMPS USED IN FINAL VALUE. SUBJECT APPRAISAL IS NOT INTENDED TO BE USED IN A FEDERALLY RELATED AND/OR BACKED MORTGAGE TRANSACTION.

I HAVE NOT APPRAISED THE SUBJECT PROPERTY IN THE PAST 3 YEARS, TO THE BEST OF MY RECOLLECTION.

LONGER MARKETING TIMES SHOULD BE EXPECTED DUE TO PRICES IN THE AREA AND THE SMALL POOL OF QUALIFIED BUYERS. THERE IS AN EFFECTIVE NUMBER OF COMPETING PROPERTIES ON THE MARKET IN THIS AREA. THIS INDICATES THAT SUPPLY AND DEMAND ARE IN BALANCE. REASONABLE EXPOSURE PERIOD IS ESTIMATED TO BE UNDER 15 MONTHS. TYPICAL HOLDING PERIOD IS 3-7 YEARS, APPRAISER DOES NOT AGREE TO APPEAR IN COURT IN ANY REFERENCE TO SUBJECT APPRAISAL. IF APPRAISERS AGREES TO APPEAR IN COURT THE MINIMUM FEE RETAINER IS \$5000.00, AND \$175 PER HOUR THEREAFTER FOR COURT TIME,

SUPPLEMENTAL ADDENDUM: IN FORMING AN OPINION OF MARKET VALUE THE APPRAISER RESEARCHED COUNTY PUBLIC RECORDS, COURTHOUSE RETRIEVAL SYSTEM, PAR MLS PUBLIC RECORDS, AS PART OF THE SCOPE OF WORK, ZONING, SALES HISTORY WERE ALSO PART OF THE SCOPE OF WORK REQUIRED BY USPAP. DIFFERENCES IN INFORMATION SYSTEMS REQUIRED THE APPRAISER TO FURTHER INVESTIGATE AND RELY ON THE SOURCE THAT WAS IN THE OPINION OF THE APPRAISER MOST ACCURATE. ANY SUBSEQUENT REVIEW ON THIS APPRAISAL MUST UTILIZE THE SOURCES NOTED OTHERWISE THEY COULD BE RELYING ON DATA THAT HAS AFRADY BEEN DETERMINED BY THIS APPRAISER NOT TO BE RELIABLE OR IN CONFORMANCE WITH THE VALUE OPINION REQUIRED OF THIS ASSIGNMENT. CONSULT THE LIMITING CONDITIONS FOR THE DEFINITION OF VALUE AND WHAT WAS REQUIRED OF THE COMPARABLES FOR FORMING AN OPINION OF VALUE.

ALL COMPS INSPECTED FROM STREET. PHOTOS MAY BE FROM APPRAISERS FILES OR MLS, AND ACCURATELY REFLECT THE COMPARABLES AT TIME OF SALE.

Conditions of Appraisal

THIS REPORT IS SUBJECT TO THE ATTACHED ASSUMPTIONS AND LIMITING CONDITIONS. APPRAISAL SUBJECT TO FINDINGS THIS REPORT IS SUBJECT TO THE ATTACHED ASSUMPTIONS AND LIMITING CONDITIONS. APPRAISAL SUBJECT TO FINDINGS FROM A HOME INSPECTION AND/OR INSPECTION/FINDINGS FROM LICENSED CONTRACTOR AND COST ESTIMATES TO CURE SUBJECT DEFERRED MAINTENANCE AND WITH THE EXTRAORDINARY ASSUMPTION THAT THE INTERIOR OF THE SUBJECT PROPERTY IS NO MORE SEVERE AND/OR CONSIDERED A TOTAL LOSS WITH NO SALVAGEBLE ASPECTS, RESULTING IN THE NEED TO DEMOLISH ENTIRE STRUCTURE. IF A HYPOTHETICAL CONDITION AND/OR AN EXTRAORDINARY ASSUMPTION WAS USED IN THIS REPORT, ITS USE MIGHT HAVE EFFECTED THE ASSIGNMENT RESULTS.

Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as "the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

- 1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
- 2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.
- 3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.
- 4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.
- 5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.
- 6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.
- 7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.
- 8. The appraiser specializes in the valuation of real property and is not a home inspector, building contractor, structural engineer, or similar expert, unless otherwise noted. The appraiser did not conduct the intensive type of field observations of the kind intended to seek and discover property defects. The viewing of the property and any improvements is for purposes of developing an opinion of the defined value of the property, given the intended use of this assignment. Statements regarding condition are based on surface observations only. The appraiser claims no special expertise regarding issues including, but not limited to: foundation settlems, basement moisture problems, wood destroying (or other) insects, pest infestation, radon gas, lead based paint, mold or environmental issues. Unless otherwise indicated, mechanical systems were not activated or tested.

This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.

Unless otherwise noted, the appraiser assumes the components that constitute the subject property improvement(s) are fundamentally sound and in working order.

Any viewing of the property by the appraiser was limited to readily observable areas. Unless otherwise noted, attics and crawl space areas were not accessed. The appraiser did not move furniture, floor coverings or other items that may restrict the viewing of the property.

- Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.
- 10. Unless the intended use of this appraisal specifically includes issues of property insurance coverage, this appraisal should not be used for such purposes. Reproduction or Replacement cost figures used in the cost approach are for valuation purposes only, given the intended use of the assignment. The Definition of Value used in this assignment is unlikely to be consistent with the definition of Insurable Value for property insurance coverage/use.
- 11. The ACI General Purpose Appraisal Report (GPAR™) is not intended for use in transactions that require a Fannie Mae 1004/Freddie Mac 70 form, also known as the Uniform Residential Appraisal Report (URAR).

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

12. This appraisal is not for the purpose of, or to be used in a federally related transaction.



Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

1. The statements of fact contained in this report are true and correct.

X Market Value

- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties
- 4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- 8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.

Other Value:

9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

Additional Certifications:

Definition of Value: Source of Definition: FIRREA

identified by the appraiser.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

FIRREA DEFINITION OF MARKET VALUE: The Intended User of this appraisal report is the Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are

Market value means the most probable price which a property should bring in a competitive and open market under all conditions

requisite to a fair sale, the buyer and seller each acting prudently undue stimulus. Implicit in this definition is the consummation of buyer under conditions whereby: (1) Buyer and seller are typically motivated; (2) Both parties are well informed or well advised, and acting in v. (3) A reasonable time is allowed for exposure in the open market (4) Payment is made in terms of cash in U.S. dollars or in terms (5) The price represents the normal consideration for the property concessions granted by anyone associated with the sale.	a sale as of a specified date and the passing of title from seller to what they consider their own best interests; graph of financial arrangements comparable thereto; and
ADDRESS OF THE PROPERTY APPRAISED:	
165 DIEGO CIRCLE	- 8
PENSACOLA, FL 32505	- %
EFFECTIVE DATE OF THE APPRAISAL: April 29, 2019	-))
APPRAISED VALUE OF THE SUBJECT PROPERTY \$ 9,000	- 4
APPRAISER	SUPERVISORY APPRAISER
Signature: Name: VICTOR HARRISON/CERT RES RD7470 Company Name: GULF COAST APPRAISALS Company Address: 1301 WILSON AVENUE PENSACOLA, FL, 32507	Signature: Name: Company Name: Company Address:
Telephone Number: (850) 457-3552	Telephone Number:
Email Address: GULFCAPPRAISALS@AOL.COM	Email Address:
State Certification # CERT RES RD7470	State Certification #
or License #	or License #
or Other (describe): RD7470 State #: FL	State:
State:	Expiration Date of Certification or License:
State: Expiration Date of Certification or License: 11/30/2020 Date of Signature and Penerti. 06/28/2019	Date of Signature:
Date of Signature and Report: 06/28/2019	Date of Property Viewing:
Date of Property Viewing: APRIL 29, 2019	Degree of property viewing:
Degree of property viewing:	Interior and Exterior
X Interior and Exterior	



ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File	No.: V190062
Property Address: 165 DIEGO CIRCLE	Car	se No.:
City: PENSACOLA	State: FL	Zip: 32505

Definition of Value

Clarification of Intended Use and Intended User:

The Intended User of this appraisal report is the Client. The Intended Use is to evaluate the property that is the subject of this appraisal but not for a federally related mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

SCOPE OF WORK: THE APPRAISAL ASSIGNMENT HAS BEEN IDENTIFIED BY THE CLIENT AS THE APPRAISERS OPINION OF CURRENT MARKET VALUE OF THE ADDRESS IDENTIFIED HEREIN, AND THE REQUIREMENTS OF THIS APPRAISAL REPORT FORM, INCLUDING THE DEFINITION OF MARKET VALUE AS STATED IN THE LIMITED CONDITIONS, THE STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS, AND CERTIFICATIONS. FOR PURPOSES OF THIS APPRAISAL REPORT, THE STATEMENT THAT "THE APPRAISER MUST, AT A MINIMUM: (1) PERFORM A COMPLETE VISUAL INSPECTION OF THE INTERIOR AND EXTERIOR AREAS OF THE SUBJECT PROPERTY," IT SHALL BE NOTED THAT THIS INSPECTION CONSISTED OF VISUALLY OBSERVING THOSE AREAS OF THE SUBJECT PROPERTY," IT SHALL BE NOTED THAT THIS INSPECTION CONSISTED OF VISUALLY OBSERVING THOSE AREAS THAT WERE READILY AND EASILY ACCESSIBLE TO THE LAYMANS EYE. ATTIC'S AND CRAWL SPACES WERE NOT OBSERVED, ROOFS WERE NOT CLIMBED, BUT WERE VISUALLY OBSERVED FROM THE GROUND. INTERIOR WALLS WERE NOT ACCESSED, AND STRUCTURAL ASSESSMENTS WERE NOT MADE UNLESS SO STATED. THE APPRAISER IS NOT A QUALIFIED HOME INSPECTOR AND ONLY THOSE ADVERSE CONDITIONS THAT WERE READILY AND VISUALLY OBSERVABLE WERE REPORTED, IF ANY. "(2) INSPECT THE NEIGHBORHOOD" SUGGESTS AND INDICATES THAT THE APPRAISER DROVE THE NEIGHBORHOOD, VISUALLY OBSERVING FROM THE STREET, THE CONDITION AND APPEAL OF EXISTING DWELLINGS AND VACANT LOTS. "(3) INSPECT EACH OF THE COMPARABLE SALES FROM AT LEAST THE STREET," SUGGESTS AND INDICATES A VISUAL OBSERVATION FROM AN AUTOMOBILE STOPPED IN FRONT OF THE COMPARABLE PROPERTY, AND WHAT CAN BE DETERMINED BY SUCH AN INSPECTION. "(4) RESEARCH, VERIFY AND ANALYZE DATA FROM RELIABLE PUBLIC AND/OR PRIVATE SOURCES." THIS STATEMENT SHALL MEAN THAT THE APPRAISER GATHERED INFORMATION FROM THE PROPERTY APPRAISERS OFFICE VIA THEIR WEB SITE, AND/OR TELEPHONE, AND/OR PERSONAL OFFICE VISIT, (OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED), AND/OR THE PENSACOLA ASSOCIATION OF REALTORS MULTIPLE LISTING SERVICE, VIA THEIR WEB SITE, AND/OR TELEPHONE, AND/OR PERSONAL OFFICE VISIT, OR OTHER SOURCES

DIMENSION LIST ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File 1	lo.: V190062
Property Address: 165 DIEGO CIRCLE	Case	No.:
City: PENSACOLA	State: FL	Zip: 32505

GROSS I		_	1,215 1,215	
Area(s)		Area	% of GLA	% of GBA
Living Level 1 Level 2 Level 3 Other		1,215 563 651 0 117	46.34 53.58 0.00 9.63	100.00 46.34 53.58 0.00 9.63
Basement Garage		0		

Area Mea	surements				Area	Туре		
Measurements	Factor	Total	Level 1	Level 2	Level 3	Other	Bsmt.	Garage
19.10 x 29.50 19.10 x 34.10	x <u>1.00</u> = _ x <u>1.00</u> = _		80000000000000000000000000000000000000					

SUBJECT PROPERTY PHOTO ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File No.: V190062		
Property Address: 165 DIEGO CIRCLE	Cas	Case No.:	
City: PENSACOLA	State: FL	7in: 32505	



FRONT VIEW OF SUBJECT PROPERTY

Appraised Date: April 29, 2019 Appraised Value: \$ 9,000



REAR VIEW OF SUBJECT PROPERTY



STREET SCENE

COMPARABLE PROPERTY PHOTO ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File I	No.: V190062	
Property Address: 165 DIEGO CIRCLE	Case	e No.:	
City: PENSACOLA	State: FL	7in: 32505	



COMPARABLE SALE #1

2301 MICHIGAN AVE #13 PENSACOLA, FL 32526 Sale Date: 07/09/2018 Sale Price: \$ 43,000



COMPARABLE SALE #2

5512 WOODSMAN CT PENSACOLA, FL 32506 Sale Date: 07/05/2018 Sale Price: \$ 40,000

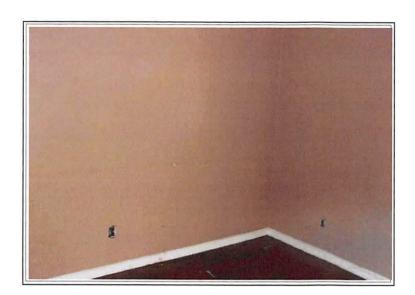


COMPARABLE SALE #3

2301 MICHIGAN AVE #11 PENSACOLA, FL 32526 Sale Date: 08/31/2018 Sale Price: \$ 30,000

INTERIOR PHOTOS

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File	No.: V190062
Property Address: 165 DIEGO CIRCLE	Case	e No.:
City: PENSACOLA	State: FI	7in: 32505



INTERIOR



INTERIOR



INTERIOR

SUPPLEMENTAL PHOTOS

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File	No.: V190062
Property Address: 165 DIEGO CIRCLE	Case	e No.:
City: PENSACOLA	State: FL	7in: 32505



UTILITY ROOM



UTILITY ROOM



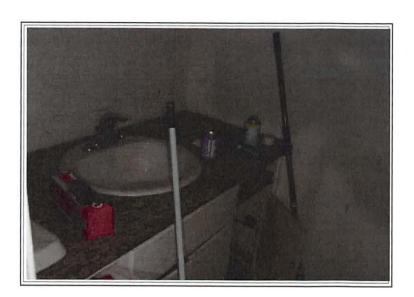
BEDROOM

SUPPLEMENTAL PHOTOS

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File 1	No.: V190062	
Property Address: 165 DIEGO CIRCLE	Case	No.:	
City: PENSACOLA	State: FL	Zip: 32505	



BATHROOM



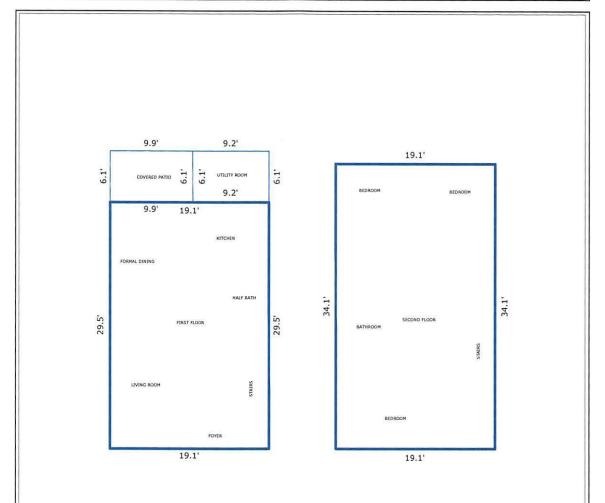
HALF BATH



INTERIOR

FLOORPLAN SKETCH

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File N	lo.: V190062	
Property Address: 165 DIEGO CIRCLE	Case	No.:	
City: PENSACOLA	State: FL	Zip: 32505	



Skatch by Anay Madina N

Comments:

Code	Description	Net Size	Net Totals	Bı	reakdown	Subtotals
GLA1 GLA2 P/P OTH	First Floor Second Floor REAR COVERED PATIO UTILITY/STORAGE	563.4 651.3 60.4 56.1	563.4 651.3 60.4 56.1	First Floor 29.5 Second Floor 34.1	x 19.1 x 19.1	563.5 651.3
Ne	et LIVABLE Area	(rounded)	1215	2 Items	(rounded)	1215

32 30 to 40 40 40 11 10 40 1			
Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File I	Vo.: V190062	
Property Address: 165 DIEGO CIRCLE	Case	No.:	
0			
City: PENSACOLA	State: FL	7in: 32505	

28.15

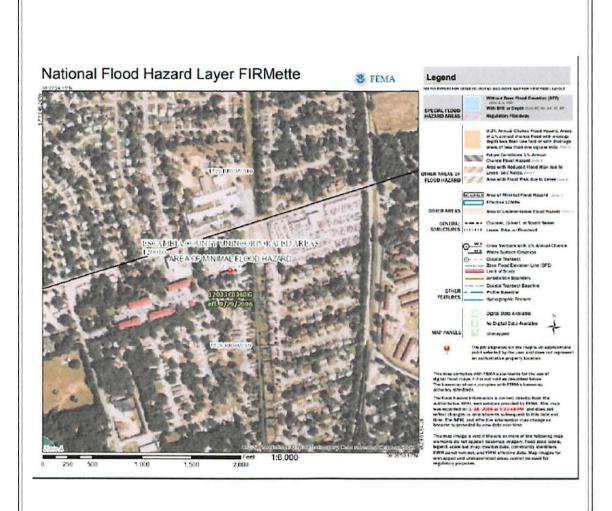
LOCATION MAP

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File	No.: V190062
Property Address: 165 DIEGO CIRCLE	Cas	se No.:
City: PENSACOLA	State: FL	7ip: 32505



FLOOD MAP

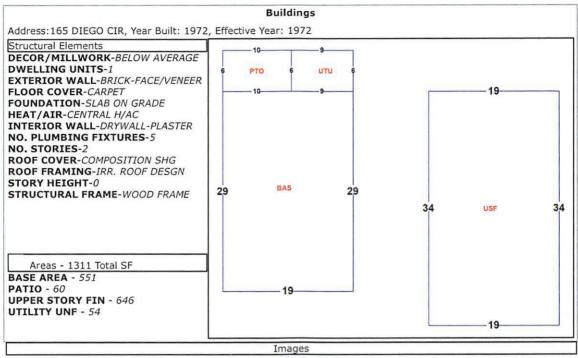
Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File N	io.: V190062
Property Address: 165 DIEGO CIRCLE	Case	No.:
City: PENSACOLA	State: FI	7in: 32505



Source: Escambia County Property Appraiser

Restore Full Version **Assessments** General Information Year Land Imprv Total Cap Val Reference: 092S300550000036 2019 \$2,000 \$10,277 \$12,277 \$11,679 Account: 052200172 2018 \$2,000 \$8,618 \$10,618 \$10,618 SHACK DAVID T Owners: 2017 \$2,000 \$8,000 \$10,000 \$9,984 165 DIEGO CIR Mail: PENSACOLA, FL 32505 Situs: 165 DIEGO CIR 32505 Disclaimer Use Code: SINGLE FAMILY - TOWNHOME Taxing **Tax Estimator** COUNTY MSTU Authority: Tax Inquiry: Open Tax Inquiry Window > File for New Homestead Exemption Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector **Online** Sales Data 2019 Certified Roll Exemptions None Official Records Sale Date Book Page Value Type (New Window) 07/27/2009 6487 1624 \$100 QC View Instr Legal Description 03/2004 5372 1148 \$12,500 WD View Instr LT 36 VALENCIA ARMS PB 7 P 99 OR 6487 P 1624 05/1981 1539 829 \$17,000 WD View Instr 01/1976 979 526 \$16,900 WD View Instr 01/1909 1137 535 \$17,000 WD View Instr Extra Features Official Records Inquiry courtesy of Pam Childers None Escambia County Clerk of the Circuit Court and Comptroller Parcel Launch Interactive Map Information Section Map Id: 09-25-30-2 Approx. Acreage: 0.0360 Zoned: HDMU Evacuation & Flood Information Open Report

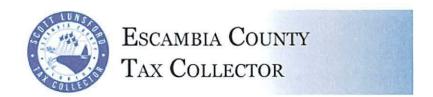
View Florida Department of Environmental Protection(DEP) Data



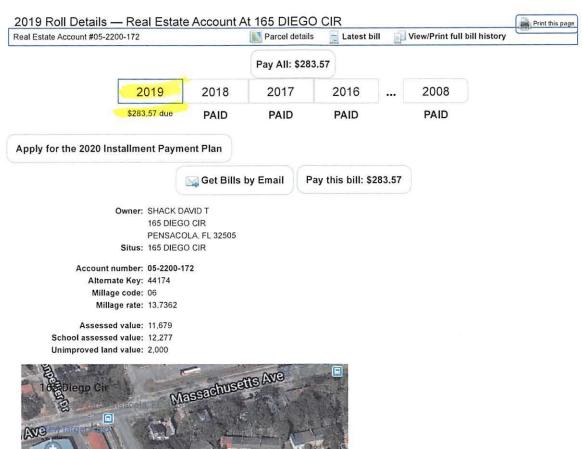


9/24/19

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



General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.





Property Appraiser

2019 Annual bill

View

Legal description

Ad valorem: \$164.03

LT 36 VALENCIA ARMS PB 7 P 99 OR 6487 P 1624



Property Location/Identification:	165 Diego Circle - David T. Shack	
County Administrator (or designee) Appraiser (1):	Gulf Coast Appraisals	
Date of appraisal:	April 29, 2019	
Appraised value:	\$9,000	
Received by:	Meredith Reeves	
Comments:		
Appraiser (2):		
Date of appraisal:		
Appraised value:		
Received by:		
Comments:		
County Administrator (or designee)	- Environmental Site Assessments	970's. Not a Recognized Environmental Condition
Date of Phase I:	Residential Structure	Calletto
Received by:	Glenn Griffith Esc. Co. Brownfield Coord. 1/27/2020	m Dolle & m
Comments:	Residential Structures in a Residential Complex constructed circa 1	970's. Not a Recognized Environmental Condition
Date of Phase II:		
Received by:		
Comments:		
Facilities Management Department	- Property Inspection	
Inspected by:	Topological and the second sec	
Date:		
Comments:		
Risk Management Department - Pro	operty Inspection	
Inspected by:		
Date:		
Comments:		
Engineering Department - Review of Completed by: Date:	of Survey or Boundary Map	
Comments:		
Comments:		
Office of Management and Budget - Funding source:	- Verification of Funding Source CDBG 2017 CC 370231	
Verified by:		
Date:		
Comments:		
000 64 0		1 1 200 000
	e Insurance Commitment (required for property	valued at \$20,000 or more)
Reviewed by:		
Date:		
Comments:		



Property Location/Identification:	165 Diego Circle - David T. Shack	
County Administrator (or designee) Appraiser (1):	- Appraisals Gulf Coast Appraisals	
Date of appraisal:	April 29, 2019	
Appraised value:	\$9,000	
Received by:	Meredith Reeves	
Comments:	The Country of the Co	
Comments.		
Aio (2).		
Appraiser (2):		
Date of appraisal:		
Appraised value:		
Received by:		
Comments:		
	7. 1. 1.01	
County Administrator (or designee)	- Environmental Site Assessments	
Date of Phase I:		
Received by:	**************************************	
Comments:		
Date of Phase II:		
Received by:		
Comments:		
Facilities Management Department Inspected by:	- Property Inspection / f	
Inspected by:	(: Diality G	
Date:	2.10.20	
Comments:		
Risk Management Department - Pro	perty Inspection	
Inspected by:		
Date:		
Comments:		
Engineering Department - Review of	f Survey or Boundary Map	
Completed by:	,,	
Date:		
Comments:		
comments.		
Office of Management and Budget -	Verification of Funding Source	
Office of Management and Budget - Funding source:	CDBG 2017 CC 370231	
Verified by:		
Date:	W	
Comments:		
Comments:		
Office of the County Attornoy Titl	e Insurance Commitment (required for property	valued at \$20,000 or more)
	e insurance Communent (required for property	valued at \$20,000 of more)
Reviewed by:		
Date:		
Comments:		



Property Location/Identification:	165 Diego Circle - David T. Shack	
County Administrator (or designee)	- Appraisals	
Appraiser (1):	Gulf Coast Appraisals	
Date of appraisal:	April 29, 2019	
Appraised value:	\$9,000	
Received by:	Meredith Reeves	
Comments:		
Appraiser (2):		
Date of appraisal:		
Appraised value:		
Received by:		
Comments:		
County Administrator (or designee)	- Environmental Site Assessments	
Date of Phase I:		
Received by:		
Comments:		
Date of Phase II:		
Received by:		
Comments:		
Facilities Management Department	- Property Inspection	
Inspected by:		
Date:		
Comments:		
Risk Management Department - Pro	operty Inspection	
Inspected by:	Ernie Baum	
Date:	2/5/2020	
Comments:	Unit is secured and no concerns at this time.	
Engineering Department - Review of	of Survey or Boundary Map	
Completed by:	and the property of the proper	
Date:		
Comments:		
Office of Management and Budget	Verification of Funding Source	
Funding source:	CDBG 2017 CC 370231	
Verified by:		
Date:		
Comments:		
Comments.		
	e Insurance Commitment (required for property	valued at \$20,000 or more)
Reviewed by:		
Date:		
Comments:		



Property Location/Identification:	165 Diego Circle - David T. Shack	
County Administrator (or designee) Appraiser (1):	- Appraisals Gulf Coast Appraisals	
Date of appraisal:	April 29, 2019	
Appraised value:	\$9,000	
Received by:	Meredith Reeves	
Comments:		
Appraiser (2):		
Date of appraisal:		
Appraised value:		
Received by:		
Comments:		
County Administrator (or designee)	- Environmental Site Assessments	
Date of Phase I:		
Received by:		
Comments:		
Date of Phase II:		
Received by:		
Comments:		
Facilities Management Department	- Property Inspection	
Inspected by:	Troperty Inspection	
Date:		
Comments:		t
Risk Management Department - Pro	operty Inspection	
Inspected by:	perty inspection	
Date:		
Comments:		
Engineering Department - Review of	of Survey on Dayman Man	
Completed by:	Die	gitally signed by Joseph Barrett
Date:	locanh Rarrott	l: cn=Joseph Barrett, o=Escambia County, ou=Survey,
Comments:	Dan Ct en	nail=jebarrett@myescambia.com, c=US te: 2020.01.27 05:27:23 -06'00'
Office of Management and Budget	Verification of Funding Source	
Funding source:	CDBG 2017 CC 370231	
Verified by:		
Date:		
Comments:		
Comments.		
	e Insurance Commitment (required for property	valued at \$20,000 or more)
Reviewed by:		8
Date:		
Comments:		



Property Location/Identification:	165 Diego Circle - David T. Shack	
County Administrator (or designee) Appraiser (1): Date of appraisal:	- Appraisals Gulf Coast Appraisals April 29, 2019	
Appraised value:	\$9,000	
Received by:	Meredith Reeves	
Comments:		
Appraiser (2):	·	
Date of appraisal:		
Appraised value:		
Received by:		
Comments:		
County Administrator (or designee)	- Environmental Site Assessments	
Date of Phase I:		
Received by:		
Comments:		
Date of Phase II:		
Received by:		
Comments:		
Facilities Management Department	- Property Inspection	
Inspected by:		
Date:		
Comments:		
Risk Management Department - Pro Inspected by:	perty Inspection	
Date:		
Comments:		
Engineering Department - Review of Completed by:	of Survey or Boundary Map	
Date:		
Comments:		
Office of Management and Budget	Verification of Funding Source	
Funding source:	CDBG 2017 CC 370231	
Cara Carac Va	Stephan Hall	
Date:		
Comments:		
Office of the County Attorney - Titl Reviewed by:	e Insurance Commitment (required for property	valued at \$20,000 or more)
Date:		
Comments:		
Comments.		

Attorneys Comments

From:

Stephen G. West Megan T. Polk Beth A. Larrieu

165 Diego Circle

Cc: Subject: Date:

Wednesday, January 29, 2020 10:29:57 AM

Megan:

I have reviewed and approved the contract with David Shack for the purchase of his property at 165 Diego Circle. Note that I have not reviewed the legal description.

Schedule B-1 of the title insurance commitment revealed a County code enforcement lien in the amount of \$2,600. There is also a City code enforcement lien, but there do not appear to be any fines that have accrued. You should check with the City to determine whether any fines are anticipated and what steps they may require to release the City lien of record. The seller may pay the amounts due to satisfy the liens out of his closing proceeds.

The exceptions from coverage listed in schedule B-II are consistent with those of the other Diego Circle properties.

Please let me know if you have any questions.

BOUNDARY SURVEY

EXHIBIT "A"

Legal Description (Per Official Record Book 5372, Page 1148).
Prepared at the request of the Community Redevelopment Agency
May 24, 2018

Lot 36, Valencia Arms, a subdivision of a portion of Section 9, Township 2 South, Range 30 West, Escambia County, Florida, according to the plat of said subdivision recorded in Plat Book 7, Page 99 of the public records of said County.

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))
 - d. North as shown hereon is referenced to Florida Department of Transportation (FDOT) Horizontal Control Network.
- 3) Joseph Barrett, Florida Professional Surveyor and Mapper did not perform a title search, nor however a title search been provided. Therefore, the survey shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
- 4) 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, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
- 5) This survey does not reflect, determine, or guarantee ownership.
- 6) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
- 7) 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.
- 8) The horizontal positions shown hereon were derived from the utilization of a Leica 1200 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).
- 9) The field survey was performed between April 11, 2018 through April 16, 2018 and recorded in Field Book 538, Pages 11-17.
- 10) Right of way and parcel lines are based on the Escambia County Property Appraiser's maps. They are "For Illustrative Purposes Only".
- 11) Improvement locations shown hereon may be exaggerated and not to scale for clarity purposes.
- 12) Documents used in the preparation of this Boundary survey: Escambia County Property Appraiser's Maps; existing field monumentation, and the Following Legal Description recorded in the Public Records of Escambia County, Florida: O.R. Book 5372, Page 1148, Plat Book 7, Page 99 of the public records of Escambia County, Florida.
- 13) Improvement locations shown hereon may be exaggerated and not to scale for clarity purposes.
- 14) The description and boundary survey are not full and complete without the other.
- 15) Boundary lines as shown were determined by a boundary survey performed by Escambia County.
- 16) 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.

Sheet No. 1 of 2

Date

Type of Survey: BOUNDARY

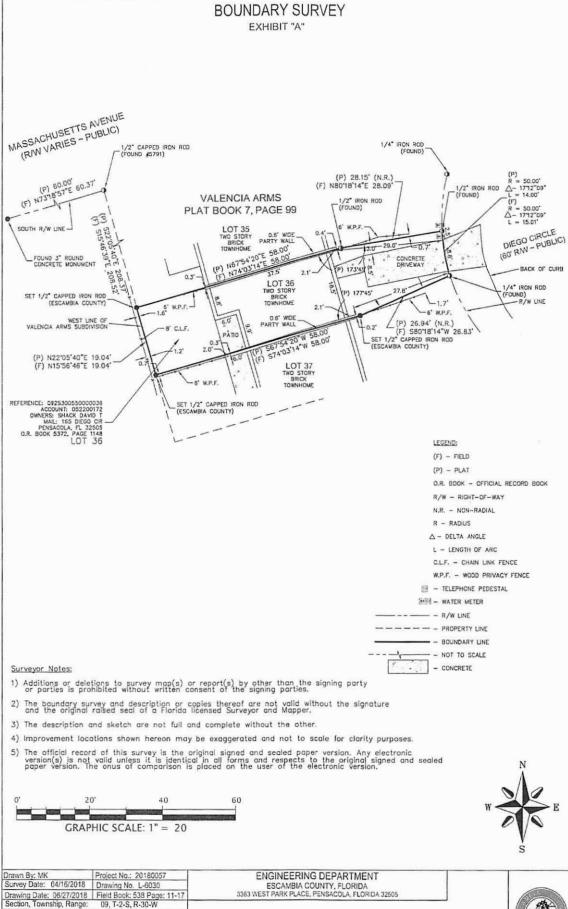
Revisions

ENGINEERING DEPARTMENT

ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Joseph Barrett, Professional Surveyor and Mapper No. 6260 State of Florida
Theberly certify that the Boundary 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, 51-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.





by Date: 04/10/2010 Drawing No. L-6030		ESCAMBIA COUNTY, FLORIDA		
ving Date: 06/27/2018	Field Book: 538 Page: 11-17	3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505		
ion, Township, Range:	09, T-2-S, R-30-W			
of Survey: BOUNDARY	Sheet No. 2 of 2			
sions:	Date;	Unless accompanied by sheet one that 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.		

Type o Revis



Megan T. Polk

From:

Jaime Hewitt < jhewitt@orlans.com>

Sent:

Wednesday, February 19, 2020 11:33 AM

To:

Megan T. Polk

Cc:

Clara F Long (CRA)

Subject:

[EXTERNAL]RE: 165 Diego Circle - Title Commitment

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Good Afternoon Megan,

I hope you are well?

I heard back from my underwriting team and they have confirmed that we are ok to remove the requirement upon recording of the non-identity affidavit.

Many thanks.

Kindest,

Jaime.

JAIME HEWITT

SENIOR TITLE ATTORNEY

Orlans PC

MAIN LINE 239 313 1565 jhewitt@orlans.com orlans.com



From: Megan T. Polk <mtpolk@myescambia.com>

Sent: Friday, February 14, 2020 2:17 PM **To:** Jaime Hewitt <jhewitt@orlans.com>

Cc: Clara F Long (CRA) <cflong@myescambia.com> Subject: 165 Diego Circle - Title Commitment

Hey Jaime,

Item 6 of Schedule B, Part 1 of the title commitment references a lien from City of Pensacola for David Shack (<u>father</u>-and doesn't have a middle name) for a property on 706 E Scott Street, however the lien was attached to David T. Shack (<u>son</u>) because of the similarity in the names. Mr. Shack's father is deceased and the City and County stated that he will need to fill out the attached form and have it recorded to remove the lien from his name. I just wanted to verify with you that this will satisfy Item 6 or is there any additional documentation required?

6.

Record a Satisfaction or Partial Release of the land described in Schedule A from the cross-attaching Code Enforcement Lien(s) listed below, together with any additional cross-attaching Code Enforcement

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company.

Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Pa Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electr form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



ALTA Commitment for Title Insurance (08-01-16) Schedule B 2000

SCHEDULE B

(Continued)

Lien(s) revealed by title up-date immediately prior issuance of the policy. Code Enforcements Lien(s) to be satisfied or released:

Book 8229, Page 1446

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.

Federal law requires us to advise you that communication with our office could be interpreted as an attempt to collect a debt and that any information obtained that will be used for that purpose. This e-mail, including any attachments, may contain confidential and/or legally privileged information and is intended solely for use by the individual to whom it is addressed. If you received this e-mail in error, please notify the sender, do not disclose its contents to others, and delete it from your system. Any other use of this e-mail and/or its attachments is prohibited. This message does not create an attorney-client relationship, constitute an electronic signature, or intent to contract electronically. Please note that all e-mail communications to and from our firm may be monitored, retained and archived, and/or reviewed by our compliance department. Confidential and time-sensitive information should not be transmitted via e-mail because it is not encrypted and there can be no assurance of confidentiality or actual, accurate, or timely receipt. We recommend that you do not use e-mail to send or receive communications which contain unencrypted confidential information such as passwords, account numbers, or Social Security numbers.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2020017006 2/26/2020 8:47 AM
OFF REC BK: 8252 PG: 1863 Doc Type: AFT
Recording \$10.00

Affidavit

Lien - Non-Identity

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared, **David T. Shack** ("Affiant"), who depose(s) and say(s) under penalties of perjury that:

1. This affidavit is made with regard to the following described property:

Property Address:

165 Diego Circle, Pensacola, Florida 32505

Legal Description:

Lot 36, VALENCIA ARMS, a subdivision of a portion of

Section 9, Township 2 South, Range 30 West, Escambia County, Florida, according to the Plat of said subdivision recorded in Plat

Book 7, Page(s) 99, of the Public Records of said County.

- 2. Affiant is the Owner of the property described in item 1 above.
- 3. Affiant is aware of and has reviewed in detail the judgment recorded in Official Records Book 8229, Page 1446 in the Public Records of Escambia County, Florida, against a person with the same or similar name as Affiant.

4. Affiant is not one and the same as the persons described in the instruments under item 3 above.

David T. Shack

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this day of b, 2020, by David T. Shack. He is personally known to me, or has produced current

FL DL as identification.

Signature of Notary Public

(Notary Seal)



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17686 County Administrator's Report 8. 3.

BCC Regular Meeting Discussion

Meeting Date: 04/02/2020

Issue: Recommendation Concerning the Acquisition of Real Property at

4215 Erress Boulevard

From: CLARA LONG, Acting Director Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 4215

<u>Erress Boulevard for the Erress Boulevard and Diego Circle Blight Reduction Project - Clara Long, Interim Neighborhood & Human Services Department Director</u>

That the Board either approve, by super majority vote, or deny the following action:

A. Authorize the purchase of real property, located at 4215 Erress Boulevard, from Hayden McCullers, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of \$11,000 (County's appraised value is \$9,000);

- B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 4215 Erress Boulevard (.0756 acres); and
- C. Authorize the County Attorney's office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal Review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board.

This parcel is located in the District 3.

[Funding: Fund 129, 2017 CDBG, Cost Center 370231]

BACKGROUND:

Westernmark subdivision located on Erress Boulevard and Valencia Arms subdivision located on Diego Circle are neighborhoods located in the CRA Palafox Redevelopment District. Many of the units within the neighborhood have become neglected and/or abandoned, leading to severe blighted and slum conditions. Escambia County has conducted multiple refuse "clean sweeps" through the neighborhood; there have been numerous repetitive code violations in which properties currently have outstanding liens.

During the June 22, 2017, BCC Meeting, the Board authorized staff to begin the process to pursue acquisition on all properties that had vacant lots and unoccupied structures. Neighborhood & Human Services staff have identified over 30 potential parcels to solicit for acquisitions. Staff has sent correspondence to all identified vacant properties and have completed appraisal reports, title insurance commitments, and other related activities in implementing the project. The acquisition checklist has been provided with this Recommendation.

A preliminary offer was made to the owner for the appraised value of the property, but the owner has counter-offered with \$11,000 (Exhibit II). Four votes from the Board would be needed to authorize this purchase price over the County appraisal of \$9,000.

BUDGETARY IMPACT:

Funding for acquisition of the property noted above is budgeted in Fund 129, 2017 CDBG, Cost Center 370231.

LEGAL CONSIDERATIONS/SIGN-OFF:

All documents will be reviewed by the County Attorney's office for approval.

PERSONNEL:

Not applicable to this Recommendation. All work associated with this request is being handled by County staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board action, Neighborhood & Human Services Department staff will implement in consultation with the County Attorney's office.

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between <u>Hayden McCullers</u>, an unmarried man, whose address is <u>7657 Marshall Road</u>, <u>Milton</u>, <u>Florida 32583</u> ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Seller agrees to sell and Buyer agrees to buy the real property described in Exhibit A, together with all structures, fixtures, and improvements (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on

- 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.
- 4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.
- 5. SELLER'S AFFIDAVIT AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing an affidavit in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavit must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

^{2.} PURCHASE PRICE; PAYMENT. The purchase price is \$11,000, payable to Seller at closing. Seller shall be responsible for paying and satisfying at closing all other liens and encumbrances on the Property.

- 6. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).
- 7. BROKERS. Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.
- 8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.
- 9. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.
- 10. CLOSING. This transaction will be closed, and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.
- 11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.
- 12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller has no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.
- 13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

- 14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.
- 15. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.
- 16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.
- 17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.
- 18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract is valid or binding upon the parties unless in writing and executed by the parties to be bound.
- 19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Neighborhood Enterprise Division c/o Meredith Reeves 221 Palafox Place, Suite 200 Pensacola, Florida 32502

TO SELLER:

Hayden McCullers 7657 Marshall Road Milton, Florida 32583

WITH A COPY TO:

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

- 20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.
- 21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.
- 22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects

and the provisions of Paragraph 4 shall apply.

- 23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.
- 24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.
- 25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.
- 26. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.
- 27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

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

ATTEST:	Pam Childers Clerk of the Circuit Court	OF COUNTY CO	OMMISSIONERS
		Steven Barry, Ch	aairman
Deputy Cler	k		
BCC Appro	ved:	Date:	Approved as to form and legal
Sler	Julley Duffer	SELLER:	By/Title: 60 Wr. A-12- County Hay Date: Feb. 20, 2020
Witness Print Name	y Duffey	7. a. M'	
	en	Hayden McCulle	rs /
Witness	ELL/ROCERS	Date 2 - 18 -	2020

STATE OF FLORIDA COUNTY OF ESCAMBIA

Print Name

The foregoing instrument was acknowledged before me, by means of \square physical presence or \square online notarization, this $\boxed{9}$ day of $\boxed{1000}$, $\boxed{1000}$, by Hayden McCullers. He/She \square is personally known to me, or \square has produced current $\boxed{1000}$, $\boxed{1000}$, $\boxed{1000}$, as identification.

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Otary Sorded through National Notary Assn.

Signature of Notary Public

Printed Name of Notary Public

Exhibit "A"

4215 Erress Boulevard, Pensacola, FL 32507 Parcel ID: 09-2S-30-1000-102-008

Legal Description:

Portions of Block "H", WESTERNMARK SUBDIVISION, Escambia County, Florida, recorded in Plat Book 7, Page 81, more particularly described as Units as follows:

Unit 28: Commencing at the Northeast corner of Lot 10, Block "H", thence along the East line of said Lot South 8 degrees 12 minutes 00 seconds East 42.95 feet for a Point of Beginning. Thence continue along said East line South 8 degrees 12 minutes 00 seconds East, 20.06 feet, thence South 81 degrees 31 minutes 32 seconds West, 165.00 feet to the West line of said Lot 10, thence along said West line North 8 degrees 12 minutes 00 seconds West, 20.06 feet, thence North 81 degrees 31 minutes 32 seconds East, 165.00 feet to the Point of Beginning, Being a part of Lot 10.

COMMITMENT FOR TITLE INSURANCE



Issued By First American 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, *First American Title Insurance Company*, a(n) 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 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.



- (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.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The 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; [and]
 - (f) Schedule B, Part II—Exceptions[; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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) The Company shall not be liable for the content of the Transaction Identification Data, if any.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.



- (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.

6. 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.

7. IF 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.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may 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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.



COMMITMENT FOR TITLE INSURANCE



Issued By

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: eTitle Agency, Inc.
Issuing Office: 1650 W. Big Beaver

Issuing Office's

ALTA® Registry ID: 0050923

Loan ID No.:

Commitment No.: 2000795 Issuing Office File No.: 2000795

Property Address: 4215 Erress Blvd, Pensacola, FL 32505

SCHEDULE A

1. Commitment Date: January 16, 2020 at 08:00 AM

2. Policy to be issued:

a. ALTA Owner Policy (6-17-06)

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner

identified at Item 4 below

Proposed Policy Amount: \$10,000.00

b. ALTA Loan Policy (6-17-06)

Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed

Insured for an Owner's Policy, its successors and assigns as their interests may

appear as defined in the Conditions of this policy.

Proposed Policy Amount: \$10,000.00

- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- 4. The Title is Fee Simple, at the Commitment Date, vested in:

Hayden McCullers

5. The Land is described as follows:

Property located in the City of Pensacola, County of ESCAMBIA, State of Florida

Portions of Block "H", WESTERNMARK SUBDIVISION, Escambia County, Florida, recorded in Plat Book 7, Page 81, more particularly described as units as follows:

Unit 28: Commencing at the Northeast corner of Lot 10, Block "H", thence along the East line of said Lot South 8 degrees 12 minutes 00 seconds East 42.95 feet for a Point of Beginning. Thence continue along said East line South 8 degrees 12 minutes 00 seconds East, 20.06 feet, thence South 81 degrees 31 minutes 32 seconds West, 165.00 feet to the West line of said Lot 10, thence along said West line North 8 degrees 12 minutes 00 seconds West, 20.06 feet, thence North 81 degrees 31 minutes 32 seconds East, 165.00 feet to

Copyright 2006 - 2016 American Land Title Association. All rights reserved.



SCHEDULE A

(Continued)

the Point of Beginning, Being a part of Lot 10.

e Title Agency, Inc.

e Title Agency, Inc.



COMMITMENT FOR TITLE INSURANCE



Issued By First American Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 1. 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.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. 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 Hayden McCullers, as a single person or persons, and joined by spouse (or their respective spouses), if married, to A Natural Person or Legal Entity to be Designated, conveying the property described in Schedule "A". In the event that the property being conveyed is not the homestead of the grantor(s), the following statement should be set forth on said deed in lieu of a spouse's signature:
 - The land described herein is not the homestead of the grantor(s), and neither the grantor(s) nor the grantor(s) spouse, nor anyone for whose support the grantor(s) is responsible, resides on or adjacent to said land.
 - b. Mortgage from A Natural Person or Legal Entity to be Designated, as a single person or persons, joined by spouse (or their respective spouses), if married, to To be determined, encumbering the property described in Schedule "A" in the principal sum of \$10,000.00. In the event that the property being encumbered is not the homestead of the mortgagor(s), the following statement should be set forth on said mortgage in lieu of a spouse's signature:
 - The land described herein is not the homestead of the mortgagor(s), and neither the mortgagor(s) nor the mortgagor(s) spouse, nor anyone for whose support the mortgagor(s) is responsible, resides on or adjacent to said land.
- Partial Release of Mortgage, releasing the land to be insured from encumbrance of the Mortgage from Hayden McCullers aka Hayden McCullers Jr. and Victoria L. McCullers, husband and wife in favor of Contennial Bank, recorded in Book 7250, Page 1772 and Mortgage Modification and Spreader Agreement recorded in Book 7354, Page 1089 and Book 7378, Page 229.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.



SCHEDULE B

(Continued)

- 6. Partial release of Assignment of Rents and Leases from Hayden McCullers Jr. and Victoria L. McCullers, married couple to Contennial Bank recorded in Book 7378, Page 231, as to the property described in Schedule "A" hereof.
- 7. Record release of Code Enforcement Lien recorded in Book 7985, Page 1949 and rerecorded in Book 7986, Page 40 which was assessed against the insured property together with evidence that the code violation on which said lien is based has been corrected in accordance with the requirements of the Code Enforcement Board imposing said lien.
- 8. Record release of Code Enforcement Lien recorded in Book 8164, Page 1915 and rerecorded in Book 8164, Page 1941 which was assessed against the insured property together with evidence that the code violation on which said lien is based has been corrected in accordance with the requirements of the Code Enforcement Board imposing said lien.
- 9. Satisfaction of judgment in favor of State of Florida against Hayden A. McCuller Jr, filed September 30, 2016, recorded in Book 7599, Page 1564.
- 10. Record a Satisfaction or Partial Release of the land described in Schedule A from the cross-attaching Code Enforcement Lien(s) listed below, together with any additional cross-attaching Code Enforcement Lien(s) revealed by title up-date immediately prior issuance of the policy. Code Enforcements Lien(s) to be satisfied or released:
 - Book 7867, Page 1701 and rerecorded in Book 7867, Page 1757; Book 8198, Page 497 and rerecorded in Book 8198, Page 732
- 11. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
- 12. Proof of payment of taxes and assessments for the year 2019, and prior years, plus any penalties and interest.
- 13. Note: The following is for informational purposes only and is given without assurance or guarantee: 2019 taxes show **PAYABLE**. The gross amount is \$382.67 for Tax Identification No. 092S301000102008.

The name or names of the proposed insured(s) and/or the amount of requested insurance under the Owner's/Loan Policy to be issued must be furnished and this Commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.

NOTE: The following conveyance(s) have been recorded within the last 24 months:

None

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.



SCHEDULE B

(Continued)

SCHEDULE B, PART II Exceptions

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:

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- 2. Any rights, interests or claims of parties in possession of the land 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 land survey of the land.
- 4. Any lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
- 5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
- 6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
- 7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
- 8. Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.



SCHEDULE B

(Continued)

Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

- Code Violation(s) referenced in that certain Code Enforcement Lien or Notice recorded in Book 7985,
 Page 1949 and rerecorded in Book 7986, Page 40 and any fines, penalties or other sums claimed to be due and owing with respect to said Code Violation(s) and any loss or damage as a result thereof.
- 10. Code Violation(s) referenced in that certain Code Enforcement Lien or Notice recorded in Book 8164, Page 1915 and rerecorded in Book 8164, Page 1941 and any fines, penalties or other sums claimed to be due and owing with respect to said Code Violation(s) and any loss or damage as a result thereof.
- 11. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of WESTERNMARK SUBDIVISION, as recorded in Plat Book 7, Page(s) 81, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 12. Declaration of Covenants, Conditions, Restrictions and Easements, including any amendments or modifications thereto, recorded in Book 497, Page 526 and Book 533, Page 898, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 13. Easement granted to Gulf Power Company by instrument recorded in Book 523, Page 466.
- 14. Ordinance No. 98-31 as recorded in Book 4281, Page 1769.

Note: All of the recording information contained herein refers to the Public Records of ESCAMBIA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

15. Any mortgage, lien, encumbrance or title defect, created or agreed to by the Insured and first appearing in the public records after the Effective Date of the Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.



COMMITMENT FOR TITLE INSURANCE



Issued By First American Title Insurance Company

SCHEDULE C

The Land is described as follows:

Property located in the City of Pensacola, County of ESCAMBIA, State of Florida

Portions of Block "H", WESTERNMARK SUBDIVISION, Escambia County, Florida, recorded in Plat Book 7, Page 81, more particularly described as units as follows:

Unit 28: Commencing at the Northeast corner of Lot 10, Block "H", thence along the East line of said Lot South 8 degrees 12 minutes 00 seconds East 42.95 feet for a Point of Beginning. Thence continue along said East line South 8 degrees 12 minutes 00 seconds East, 20.06 feet, thence South 81 degrees 31 minutes 32 seconds West, 165.00 feet to the West line of said Lot 10, thence along said West line North 8 degrees 12 minutes 00 seconds West, 20.06 feet, thence North 81 degrees 31 minutes 32 seconds East, 165.00 feet to the Point of Beginning, Being a part of Lot 10.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form

Copyright 2006 - 2016 American Land Title Association. All rights reserved.





PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution from sharing non-public, personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. Pursuant to the requirement

of GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of eTitle and its title agents.

Types of Information

Depending upon which of our services you are utilizing, we may collect nonpublic, personal information about you from the following sources:

- Information we receive from you on applications, forms, or through other communications;
- Information about your transactions we secure from our files, from our affiliates, or others;
- Information we receive from a consumer reporting agency;
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic, personal information will be collected about you.

Information we disclose to third parties

We may disclose your nonpublic, personal information to an affiliate, which includes any company that controls eTitle, is controlled by eTitle, or is under common control with eTitle. We may also disclose your nonpublic, personal information to:

- Nonaffiliated third parties involved in effecting, administering, or enforcing a transaction that you have requested or authorized;
- Nonaffiliated companies that perform marketing services on our behalf or with whom we have a joint marketing agreement;
- Regulators or others in order to protect against actual or potential fraud or to comply with applicable legal requirements.

WE DO NOT DISCLOSE ANY NONPUBLIC, PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Information we disclose to third parties

Even if you are no longer our customer, our Privacy Policy will continue to apply to your nonpublic, personal information that we continue to retain.

Confidentiality and Security

Employees of eTitle and its affiliates are provided access to nonpublic, personal information on a need to know basis. We maintain physical, electronic, and procedural safeguards intended to protect your nonpublic, personal information from unauthorized access. Moreover, all employees of eTitle and its affiliates are required to undergo annual Privacy Policy training.

We appreciate the opportunity to serve you!



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information may be used for any internal purpose, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

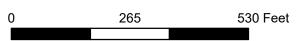
Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



4215 ERRESS BLVD PROPERTY ACQUISITION



"This map/data was prepared by the Escambia County CRA and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.





Megan T. Polk

From:

Chinnia M. Moore

Sent:

Tuesday, February 11, 2020 1:00 PM

To:

Megan T. Polk

Subject:

Re: Code Enforcement Lien - 4215 Erress Blvd.

Megan has the board signed off on the 4215 Erress Blvd sale. The Magistrate advised the seller he would wipe the fines away only if he was selling to the county. Mr. McCuller called about it today.

Chinnia Moore Environmental Enforcement Senior Office Support Assistant Main Line 850-595-1820 X1 Fax 850-595-0149

From: Megan T. Polk <mtpolk@myescambia.com>

Sent: Thursday, February 6, 2020 8:14 AM

To: Chinnia M. Moore < CMMOORE@myescambia.com> **Subject:** FW: Code Enforcement Lien - 4215 Erress Blvd.

Thank you!

Could I also get one for 165 Diego Circle

-Megan

From: Chinnia M. Moore < CMMOORE@myescambia.com>

Sent: Thursday, February 06, 2020 7:55 AM **To:** Megan T. Polk mtpolk@myescambia.com

Subject: Re: Code Enforcement Lien - 4215 Erress Blvd.

Here is the final cost order

Chinnia Moore Environmental Enforcement Senior Office Support Assistant Main Line 850-595-1820 X1 Fax 850-595-0149

From: Megan T. Polk < mtpolk@myescambia.com Sent: Wednesday, February 5, 2020 3:01 PM

To: Chinnia M. Moore < CMMOORE@myescambia.com **Subject:** Code Enforcement Lien - 4215 Erress Blvd.

Hey Chinnia,



Property Location/Identification:	4215 Erress Blvd - Hayden McCuller	'S
County Administrator (or designee)	- Appraisals	
Appraiser (1):	Gulf Coast Appraisals	
Date of appraisal:	October 23, 2019	
Appraised value:	\$9,000	
Received by:	Meredith Reeves	
Comments:		
Appraiser (2):		
Date of appraisal:		
Appraised value:		
Received by:		
Comments:		
County Administrator (or designee)	- Environmental Site Assessments	nn Safeth 70's. Not a Recognized Environmental Condition
Date of Phase I:	Residential Structure	6.1146
Received by:	Glenn Griffith Esc. Co. Brownfield Coord. 1/27/2020	in suffer
Comments:	Residential Structures in a Residential Complex constructed circa 197	70's. Not a Recognized Environmental Condition
Date of Phase II:		
Received by:		
Comments:		
Facilities Management Department	- Property Inspection	
Inspected by:	50 100 to \$100 100 \$0 100 100 \$100 100 100 100 10	
Date:		
Comments:		
Risk Management Department - Pro	perty Inspection	
Inspected by:		
Date:		
Comments:		
Engineering Department - Review of Completed by:	of Survey or Boundary Map	
Date:		
Comments:		
Office of Management and Budget Funding source:	CDBG 2017 CC 370231	
Verified by:		
Date: Comments:		
Comments:		
	e Insurance Commitment (required for property v	valued at \$20,000 or more)
Reviewed by:		
Date:		
Comments:		



Property Location/Identification:	4215 Erress Blvd - Hayden McCulle	ers
County Administrator (or designee)	- Appraisals	
Appraiser (1):	Gulf Coast Appraisals	
Date of appraisal:	October 23, 2019	
Appraised value:	\$9,000	
Received by:	Meredith Reeves	
Comments:		
Appraiser (2):		
Date of appraisal:		
Appraised value:		
Received by:		
Comments:		
County Administrator (or designee)	Environmental Site Assessments	
Date of Phase I:	- Environmental Site Assessments	
Received by:		
Comments:		
Comments.		
Date of Phase II:		
Received by:		
Comments:		
	- 00	
Facilities Management Department	- Property Inspection	
Inspected by:	Cash	
Date:	2-10-20	
Comments:		
Risk Management Department - Pro	nerty Inspection	
Inspected by:		
Date:		
Comments:		
comments.		
Engineering Department - Review of	f Survey or Boundary Map	
Completed by:		
Date:		
Comments:		
	VI 'C ' CF I' C	
Office of Management and Budget -	CDBC 2017 CC 270221	
Funding source:		
Verified by:		
Date:		
Comments:		
Office of the County Attorney Titl	e Insurance Commitment (required for property	valued at \$20,000 or more)
Reviewed by:	c mourance Communicat (required for property	variated at \$20,000 or more)
Date:		
Comments:		
Comments.		



Property Location/Identification:
County Administrator (or designee) - Appraisals Appraiser (1): Date of appraisal: Appraised value: Received by: Comments:
Appraiser (2): Date of appraisal: Appraised value: Received by: Comments:
County Administrator (or designee) - Environmental Site Assessments Date of Phase I: Received by: Comments:
Date of Phase II: Received by: Comments:
Cacilities Management Department - Property Inspection Inspected by: Date: Comments:
Lisk Management Department - Property Inspection Inspected by: Date: Comments:
Engineering Department - Review of Survey or Boundary Map Completed by: Date: Comments:
Office of Management and Budget - Verification of Funding Source Funding source: Verified by: Date: Comments:
Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more) Reviewed by: Date: Comments:



Property Location/Identification:
County Administrator (or designee) - Appraisals Appraiser (1): Date of appraisal: Appraised value: Received by: Comments:
Appraiser (2): Date of appraisal: Appraised value: Received by: Comments:
County Administrator (or designee) - Environmental Site Assessments Date of Phase I: Received by: Comments:
Date of Phase II: Received by: Comments:
Cacilities Management Department - Property Inspection Inspected by: Date: Comments:
Lisk Management Department - Property Inspection Inspected by: Date: Comments:
Engineering Department - Review of Survey or Boundary Map Completed by: Date: Comments:
Office of Management and Budget - Verification of Funding Source Funding source: Verified by: Date: Comments:
Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more) Reviewed by: Date: Comments:



Property Location/Identification:	4215 Erress Blvd - Hayden McCulle	ers
County Administrator (or designee) Appraiser (1):	- Appraisals Gulf Coast Appraisals	
Date of appraisal:	October 23, 2019	
Appraised value:	\$9,000	
Received by:	Meredith Reeves	
Comments:		
Comments		
Appraiser (2):	B	
Date of appraisal:		
Appraised value:		
Received by:		
Comments:		
Comments.		
County Administrator (or designee)	- Environmental Site Assessments	
Date of Phase I:	Environmental Site / issessments	
Received by:		
Comments:		
Comments.		
Date of Phase II:		
Received by:		
Comments:		
Comments.		
Facilities Management Department	- Property Inspection	
Inspected by:	• • • • • • • • • • • • • • • • • • •	
Date:		
Comments:		
Comments.		
Risk Management Department - Pro	operty Inspection	
Inspected by:		
Date:		
Comments:		
Comments.		
Engineering Department - Review of	of Survey or Boundary Map	
Completed by:		
Date:		
Comments:		
Office of Management and Budget	- Verification of Funding Source	
Funding source:	CDBG 2017 CC 370231	
Verified by:	Stephan Hall Department of the Control of the Contr	
Date:		
Comments:		
	e Insurance Commitment (required for property	valued at \$20,000 or more)
Reviewed by:		
Date:		
Comments:		



Property Location/Identification:
County Administrator (or designee) - Appraisals Appraiser (1): Date of appraisal: Appraised value: Received by: Comments:
Appraiser (2): Date of appraisal: Appraised value: Received by: Comments:
County Administrator (or designee) - Environmental Site Assessments Date of Phase I: Received by: Comments:
Date of Phase II: Received by: Comments:
Cacilities Management Department - Property Inspection Inspected by: Date: Comments:
Lisk Management Department - Property Inspection Inspected by: Date: Comments:
Engineering Department - Review of Survey or Boundary Map Completed by: Date: Comments:
Office of Management and Budget - Verification of Funding Source Funding source: Verified by: Date: Comments:
Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more) Reviewed by: Date: Comments:

 From:
 Stephen G. West

 To:
 Megan T. Polk

 Cc:
 Beth A. Larrieu

 Subject:
 4215 Erress Boulevard

Date: Wednesday, January 29, 2020 11:18:54 AM

Megan:

I have reviewed and approved the contract with Hayden McCullers for the purchase of his property at 4215 Erress Boulevard. Note that I have not reviewed the legal description.

Schedule B-1 of the title insurance commitment revealed a mortgage and associated security interests, County code enforcement liens, and a judgment lien. The seller may pay the amounts due to satisfy these liens out of his closing proceeds, although the amounts due may approach or exceed the purchase price (depending on how much the mortgagee will require to release the mortgage).

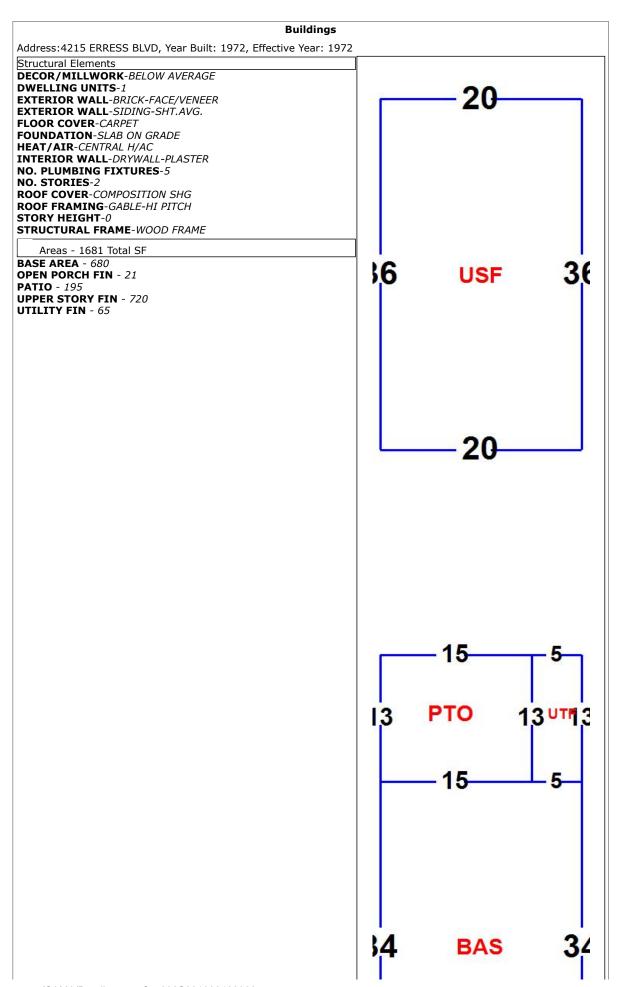
The exceptions from coverage listed in schedule B-II are consistent with those of the other Erress Boulevard properties.

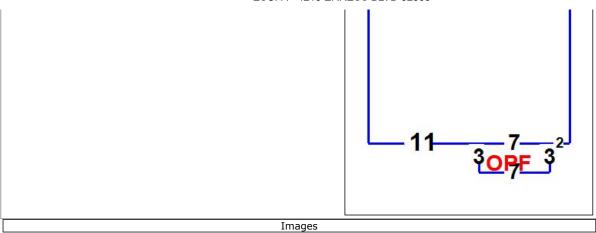
Source: Escambia County Property Appraiser

Restore Full Version

Assessments **General Information** Year Land **Imprv** Total Cap Val 092S301000102008 Reference: 2019 \$2,000 \$17,360 \$19,360 \$15,730 Account: 052631227 2018 \$2,000 \$13,860 \$15,860 \$14,300 **Owners:** MCCULLERS HAYDEN 2017 \$2,000 \$11,000 \$13,000 \$13,000 Mail: 7657 MARSHALL RD MILTON, FL 32583 Situs: 4215 ERRESS BLVD 32505 **Disclaimer Use Code:** SINGLE FAMILY - TOWNHOME **Taxing Tax Estimator COUNTY MSTU Authority:** Tax Inquiry: Open Tax Inquiry Window > File for New Homestead Exemption Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector **Online** Sales 2019 Certified Roll Exemptions Data None Official Records Sale Date Book Page Value Type (New Window) 05/04/2015 7341 93 \$9,000 WD View Instr **Legal Description** 09/02/2014 7222 280 \$100 WD View Instr UNIT 28 BEG AT NE COR OF LT 10 THENCE ALG E LI OF SD 03/05/2014 7148 612 \$100 QC View Instr LT S 8 DEG 12 MIN 00 SEC E 42 95/100 FT POB THENCE CONT ALG... 06/1998 5825 1643 \$5,900 QC View Instr 2895 454 \$24,000 WD 08/1990 View Instr 11/1986 2317 578 \$100 WD View Instr \$100 WD 03/1984 1888 967 View Instr **Extra Features** Official Records Inquiry courtesy of Pam Childers None Escambia County Clerk of the Circuit Court and Comptroller Parcel **Launch Interactive Map** Information Section Map Id: 09-2S-30-2 Approx. Acreage: 0.0756 Zoned: HDMU **Evacuation** & Flood Information Open Report

View Florida Department of Environmental Protection(DEP) Data

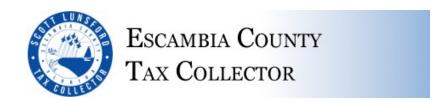






1/17/03

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



General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

al Estate Account #05-26	31-227		Parcel detail	s 📗 Latest bil		/iew/Print full bill hist	ory
			Pay All: \$37	5.02			
	2019	2018	2017	2016		2008	
	\$375.02 due	PAID	PAID	PAID		PAID	
apply for the 2020 ins	stallment Paymo	ent Plan					
		☑ Get Bills	by Email F	ay this bill: \$3	75.02		
	Owner: MCCULLE	RS HAYDEN					
	7657 MAR						
	MILTON, F						
	Situs: 4215 ERRI	ESS BLVD					
Account n	umber: 05-2631-2	27					
	te Key: 44717						
•	e code: 06						
Millag	ge rate: 13.7362						
Assessed	l value: 15,730						
School assessed	l value: 19,360						
Unimproved land	I value: 2,000						
	1	3 6 7		5			
4215 Erress Bl	/d	and the last of the last					



Location is not guaranteed to be accurate.

Property Appraiser

2019 Annual bill

View

Ad valorem: \$238.02

Recorded in Public Records 05/08/2015 at 09:06 AM OR Book 7341 Page 93, Instrument #2015034469, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$63.00

18,50 18,50

Prépared by: Jennifer Cumbie, an employee of Locklin, Saba, Locklin & Jones, PA 4557 Chumuckia Hwy Pace, FL 32571 (850) 995-1102 File No.: 15-255

WARRANTY DEED

This indenture made on A.D. 5/04/2015, by Joanna Cope whose address is: 3970 Piedmont Road, Pensacola, FL 32503 hereinafter called the "grantor", to Hayden McCullers whose address is: 3058 Larkhall Place, Milton, FL 32583 hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$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, FL, to-wit:

Portions of Block "H", Westernmark Subdivision, Escambia County, Florida, recorded in Plat Book 7, Page 81, more particularly described as units as follows:

Unit 28: Commencing at the Northeast corner of Lot 10, Block "H", thence along the East line of said Lot South 8 degrees 12 minutes 00 seconds East 42.95 feet for a Point of Beginning. thence continue along said East line South 8 degrees 12 minutes 00 seconds East, 20.06 feet, thence South 81 degrees 31 minutes 32 seconds West, 165.00 feet to the West line of said Lot 10, thence along said West line North 8 degrees 12 minutes 00 seconds West, 20.06 feet, thence North 81 degrees 31 minutes 32 seconds East, 165.00 feet to the Point of Beginning. Being a part of Lot 10.

Parcel Identification Number: 09-2S-30-1000-102-008

THE PROPERTY SET FORTH ABOVE IS NOT THE CONSTITUTIONAL HOMESTEAD OF THE GRANTOR HEREIN, NOR IS IT CONTIGUOUS THERETO.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that 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; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2014.

Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Joanna Cope

Signed in the presence of the following (2) witnesses:

1. Obtain Witness Signature
Witness Signature
Witness Print Name: TENNI PURK UNDER

2. Witness Print Name: Denied School S

State of Florida County of Santa Rosa

Sworn To, Subscribed and Acknowledged before me on 5/04/2015, by Joanna Cope, who is/are personally known to me or who has/have produced valid driver's license as identification.

Junier P. 346 May

Notary Public
Notary Print Name
My Commission Expires:

SEAL

Rev. October 4, 2006 File No.: 15-255

State of Florida County of Escambia

ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinance 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 Ordinance 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 a 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.

ttement.	
AME OF ROADWAY: Erress Blvd. GGAL ADDRESS OF PROPERTY: 4215 Erress Blvd., Pensacola, FL 32505	
HE COUNTY (X_) HAS ACCEPTED, () HAS NOT ACCEPTED THE BUTTING ROADWAY FOR () DIRT, () PAVED MAINTENANCE	
ne foregoing instrument has been furnished by the Public Works department of county, Florida, on this April 20, 2015 Ther: About County Joanna Cope	
ller:	
the foregoing instrument was acknowledged before me this day of day of by anna Cope and who is/ are personally known to me or () have produced identification.	
Notary Public:	
My Convin Expires	
yer: Bland My Corne Express M. 11. 2016 No. EE 081657 Hayden McCullers	:
Hayden McCullers	3
iyer:	ili.
te foregoing instrument was acknowledged before me this day of April 15 by layden McCullers and who is/ are personally known to me or () have producedas identification.	
Notary Public:	

LJS File # 15-255

APPRAISAL OF



LOCATED AT:

4215 ERRESS BLVD PENSACOLA, FL 32505

CLIENT:

NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT 221 PALAFOX PLACE.SUITE 200 PENSACOLA, FL, 32502

AS OF:

October 23, 2019

BY:

NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT 221 PALAFOX PLACE.SUITE 200 PENSACOLA, FL, 32502

File Number: V190117

In accordance with your request, I have appraised the real property at:

4215 ERRESS BLVD PENSACOLA, FL 32505

The purpose of this appraisal is to develop an opinion of the defined value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the defined value of the property as of October 23, 2019

is:

\$9,000 Nine Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, assignment conditions and appropriate certifications.



GULF COAST APPRAISALS Residential Appraisal Report

File No. V190117

	The purpose of this appraisal report is to provide the		AL OFFI	IOEO DEL -		rty, given t	ne intended use of th	ie appraise	л.	
Щ.	Client Name/Intended User NEIGHBORHOC		AN SERV				Cto	EI	7in 22502	
PURPOS	Client Address 221 PALAFOX PLACE.S Additional Intended User(s) FOR CLIENTS U			City	PENSACOLA		Sta	ite FL	Zip 32502	
Š	Additional intended Oset(s) I ON CLIENTS (JOL OINLT.								
-	Intended Use TO DETERMINE MARKET	Γ VALUE F	OR POSS	SIBLE ACQUI	SITION. SUBJE	ECT AP	PRAISAL IS C	ONSID	ERED A	
	RESTRICTED REPORT.									
	Property Address 4215 ERRESS BLVD			City	PENSACOLA			ite FL	Zip 3250 5	1
CI	Owner of Public Record MCCULLERS HAY						Coi	unty ESC	CAMBIA	
SUBJEC	Legal Description See Attached Addendur								000.07	
S.	Assessor's Parcel # 09-2S-30-1000-102-0 Neighborhood Name WESTERNMARK/PE				Year 2019 Reference 09-2S-	20			382.67	
	Property Rights Appraised X Fee Simple	Leasehold	_	мар describe)	Reference 09-25-	-30	Cer	nsus Tract	31	
	My research did X did not reveal any prior				three years prior to th	e effective	date of this appraisal			
	Prior Sale/Transfer: Date		ice		rce(s) CRS/ESC		acto or timo appraisar			
	Analysis of prior sale or transfer history of the subject	ct property (and	comparable s	sales, if applicable)	NO PRIOR T	RANSF	ER NOTED FO	OR SU	BJECT WITHI	N
	PAST 36 MONTHS, PER PUBLIC R	ECORDS.								
<u>8</u>										
SALES HISTORY										
SH										
∦										
S.										
۱	Offerings, options and contracts as of the effective day	ate of the annra	isal NON	NE NOTED O	N MLS OR FOR	R SALF	BY OWNER.			
		FEE								
	Neighborhood Characteristics			One-Unit Housi			One-Unit Hou		Present Land	
	Location Urban X Suburban Rura		rty Values			Declining	PRICE	AGE	One-Unit	89% %
			nd/Supply			Over Supply		(yrs) NEW	2-4 Unit Multi-Family	1% % 1% %
_			ting Time _	Under 3 mths	<u> </u>	Over 6 mths	550+ High		Commercial	2% %
<u></u>	Neighborhood boundaries Oce / titaoried / te	addiidaiii.					110± Pred.	30	Other VACAN	7% %
ÄΈ	Neighborhood Description SUBJECT IS IN	AN ESTAE	BLISHED	NEIGHBORH	OOD PREDON	/INATE				
照.	COMMERCIAL BUSINESSES LOCA	ATED ON M	1AIN STR	EETS IN MA	RKET AREA, A	ITO DN	HER RESIDEN	ITIAL P	ROPERTIES	IN
NEI GHBORHOOD	PROXIMITY, WITH MARKET APPE	AL BEING	AVERAG	E IN THE WE	ST PENSACO	LA, FL	AREA.			
Z	-			.=						
	Market Conditions (including support for the above of	_								05
-	GENERAL. MORTGAGE FUNDS AV									
-	TERM INTEREST RATES ARE NOT							LUNLA	ISES IN SHOP	<u> </u>
	Dimensions 20X165X20X165 ± (P.P.RC			Sq.Ft. +/-	Shape RE			View R	ESIDENTIAL/	
										AVG
	Specific Zoning Classification HDMU				IGH DENSITY	MIXED	USE RESIDEN			AVG
	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal Noncompliance	conforming (Gra	ındfathered U	Jse) No Zon	ng 🔲 Illegal (de:	scribe)		NTIAL		
	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal Noncompliance Is the highest and best use of the subject property as	conforming (Gra s improved (or a	indfathered U is proposed p	lse) No Zon per plans and specif	ng Illegal (decations) the present (scribe) use? (X Yes No	NTIAL If No, des	cribe. THE SUE	
-	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal Nonce Is the highest and best use of the subject property as: HIGHEST AND BEST USE IS CONS	conforming (Gra s improved (or a	indfathered U is proposed p	lse) No Zon per plans and specif S PRESENT U	ng Illegal (de: cations) the present t ISE DUE TO B	scribe) use? (X Yes No NA RESIDENT	NTIAL If No, desirate SU	cribe. THE SUB	BJECT
	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal Nonce Is the highest and best use of the subject property as: HIGHEST AND BEST USE IS CONSE	conforming (Gra s improved (or a SIDERED T	indfathered U is proposed p O BE ITS	lse) No Zon per plans and specif S PRESENT L Public C	ng Illegal (decations) the present (scribe) use? (XYes No NA RESIDENT Off-site Improve	NTIAL If No, deso TIAL SU ements—	cribe. THE SUE IBDIVISION. Type Public	BJECT
SITE	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal Nonce Is the highest and best use of the subject property as: HIGHEST AND BEST USE IS CONS	conforming (Gra s improved (or a SIDERED T	indfathered U is proposed p	No Zon per plans and specif S PRESENT L Public C	ng Illegal (de: cations) the present t ISE DUE TO B	scribe) use? (X Yes No NA RESIDENT	If No, desiral SU ements—	cribe. THE SUB	BJECT
SITE	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X Gas NONE Site Comments NO ADVERSE SITE CO	conforming (Grass improved (or a BIDERED T W. Sa DNDITIONS	andfathered United States and States	Jse) No Zon N	ng Illegal (decations) the present of SE DUE TO Bother (describe) FLOOD MAP A	scribe) use? [EING IN	X Yes No N A RESIDENT Off-site Improve Street ASPH Alley NONE HED. SITE SIZI	If No, des TIAL SU ements— ALT	cribe. THE SUBJECTION. Type Public X FLOOD ZONI	Private Private
SITE	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal Nonce Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONSE Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CONSEUBJECT TO CURRENT SURVEY.	conforming (Grass improved (or a SIDERED T W. Sa DNDITIONS FLOOD ZO	indfathered Units proposed pro	Jse) No Zon Jser plans and specific SPRESENT L Public C X NOTED. SEE CATION IS AN	ng Illegal (decations) the present of USE DUE TO Bother (describe) FLOOD MAP A	scribe) use? [EING IN ATTACH	X Yes No N A RESIDENT Off-site Improve Street ASPH Alley NONE HED. SITE SIZ	If No, desiral SU ements— ALT E AND	cribe. THE SUE BDIVISION. Type Public X FLOOD ZONE	Private Private ARE PANEL
SITE	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal Nonce Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONSE Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CONSEUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006,	w. Sandinion of the conforming (Grant State of the conforming	indfathered Units proposed pro	Jse) No Zon Jse plans and specific SPRESENT L Public C X NOTED. SEE CATION IS AN	ng Illegal (decations) the present of USE DUE TO Bother (describe) FLOOD MAP A	scribe) use? [EING IN ATTACH	X Yes No N A RESIDENT Off-site Improve Street ASPH Alley NONE HED. SITE SIZ	If No, desiral SU ements— ALT E AND	cribe. THE SUE BDIVISION. Type Public X FLOOD ZONE	Private Private ARE PANEL
SITE	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal Nonce Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONSE Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CONSEUBJECT TO CURRENT SURVEY.	w. Sandinion of the conforming (Grant State of the conforming	indfathered Units proposed pro	Jse) No Zon Jse plans and specific SPRESENT L Public C X NOTED. SEE CATION IS AN	ng Illegal (decations) the present of USE DUE TO Bother (describe) FLOOD MAP A	scribe) use? [EING IN ATTACH	X Yes No N A RESIDENT Off-site Improve Street ASPH Alley NONE HED. SITE SIZ	If No, desiral SU ements— ALT E AND	cribe. THE SUE BDIVISION. Type Public X FLOOD ZONE	Private Private ARE PANEL
SITE	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE	w. Sandinion of the conforming (Grant State of the conforming	andfathered Unis proposed prop	Jse) No Zon Per plans and specif S PRESENT L Public (X) X NOTED. SEE SATION IS AN IS SUBJECT. S	ng Illegal (decations) the present of ISE DUE TO Bother (describe) FLOOD MAP AAPPROXIMAT	scribe) use? (EING IN ATTACH FION ON EARS T	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZI NLY DUE TO F O BE IN FLOC	NTIAL If No, des TIAL SU ements— ALT E AND EMA F DD ZON	cribe. THE SUBJEDIVISION. Type Public X FLOOD ZONE LOOD ZONE IE "X". SUBJE	Private Private ARE PANEL CT IS
SITE	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006,	w. Sandinion of the conforming (Grant State of the conforming	indfathered Unis proposed prop	Jse) No Zon Jse PRESENT L Public (X NOTED. SEE SATION IS AN IS SUBJECT. S	ng Illegal (decations) the present of USE DUE TO Bother (describe) FLOOD MAP A	scribe) use? [EING IN ATTACH FION ON EARS T	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZI NLY DUE TO F O BE IN FLOC	If No, desiral SU ements— ALT E AND	cribe. THE SUBJEDIVISION. Type Public X FLOOD ZONE FLOOD ZONE IE "X". SUBJE	Private Private ARE PANEL CT IS
SITE	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE	conforming (Grass improved (or a SIDERED T W Sa DNDITIONS FLOOD ZO NOT PINP E.	andfathered U is proposed p O BE ITS ater anitary Sewer S WERE I DNE LOC OINTING FOUNDAT Slab	Jse) No Zon Per plans and specif S PRESENT L Public (X) X NOTED. SEE SATION IS AN IS SUBJECT. S	ng Illegal (decations) the present of ISE DUE TO Bother (describe) FLOOD MAP AAPPROXIMATEUBJECT APPE	Scribe) USER (SEING IN SATTACH FION ON EARS T IPTION CON	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZI NLY DUE TO F O BE IN FLOC	If No, described in the control of t	cribe. THE SUBJEDIVISION. Type Public X FLOOD ZONE FLOOD ZONE IE "X". SUBJE	Private Private ARE PANEL CT IS
SITE	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property as HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE GENERAL DESCRIPTION Units X One One w/Acc. unit # of Stories TWO Type Det. X Att. S-Det./End Unit	Simproved (or a simproved (or	andfathered U as proposed p O BE ITS ater anitary Sewer S WERE I ONE LOC OINTING FOUNDAT Slab	Jse) No Zon Jser plans and specification of the property of th	ng Illegal (decations) the present of ISE DUE TO Bother (describe) FLOOD MAP AAPPROXIMAT SUBJECT APPE	Scribe) Juse? (EING IN ATTACH FION ON EARS T JPTION CON BRIC	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZI NLY DUE TO F O BE IN FLOC materials CRETE/AVG	If No, described in No,	cribe. THE SUBJECTION. Type Public FLOOD ZONE	Private Private ARE PANEL CT IS ials
-	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X Gas NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE GENERAL DESCRIPTION Units X One One w/Acc. unit # of Stories TWO Type Det. X Att. S-Det./End Unit X Existing Proposed Under Const.	Simproved (or a simproved (or	andfathered Unis proposed prop	Jose) No Zon Jose Par plans and specific Series PRESENT L Public C X NOTED. SEE CATION IS AN G SUBJECT. SEE TION Crawl Space Partial Basement 0.0000 sq. ft. %	Illegal (decations) the present of present of the p	ATTACHION ON EARS TO CON BRIC ASPHuts NON	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZ NLY DUE TO F O BE IN FLOO materials CRETE/AVG K-WD/AVG H/SHING/AVG E	If No, described in No,	cribe. THE SUBJECTION. Type Public X FLOOD ZONE ILOOD ZONE IE "X". SUBJECTILE/A DW/AVG Sh WD/PAIN C-TILE/A	Private Private ARE PANEL CT IS ials VG NT/AVG
-	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE GENERAL DESCRIPTION Units X One One w/Acc. unit # of Stories TWO Type Det. X Att. S-Det./End Unit X Existing Proposed Under Const. Design (Style) TOWNHOME	Simproved (or a simproved (or	andfathered Unis proposed prop	Jose) No Zon Jose Par plans and specific Series PRESENT L Public C X NOTED. SEE CATION IS AN G SUBJECT. SEE TION Crawl Space Partial Basement 0.0000 sq. ft.	Illegal (decations) the present of t	ATTACHION ON EARS TO BRIC ASPH AS NON S-H A	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZ NLY DUE TO F O BE IN FLOO materials CRETE/AVG CK-WD/AVG H/SHING/AVG E ALUM/AVG	If No, described in No,	rribe. THE SUE IBDIVISION. Type Public X FLOOD ZONE IE "X". SUBJE R mater C-TILE/A DW/AVG Sh WD/PAIN or C-TILE/A nscot PREFAB	Private Private ARE PANEL CT IS ials VG NT/AVG
-	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE GENERAL DESCRIPTION Units X One One w/Acc. unit # of Stories TWO Type Det X Att. S-Det./End Unit X Existing Proposed Under Const. Design (Style) TOWNHOME Year Built 1972	Simproved (or a simproved (or	andfathered Unis proposed prop	Jose) No Zon Jose Par plans and specific Series PRESENT L Public C X NOTED. SEE CATION IS AN G SUBJECT. SEE TION Crawl Space Partial Basement 0.0000 sq. ft. %	Illegal (decations) the present of t	ATTACHION ON BRICASPHUS NON S-H A	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZ NLY DUE TO F O BE IN FLOO materials CRETE/AVG CK-WD/AVG H/SHING/AVG E ALUM/AVG E/AVG	If No, described in No,	rribe. THE SUE IBDIVISION. Type Public FLOOD ZONE IE "X". SUBJE R mater C-TILE/A DW/AVG Sh WD/PAIN or C-TILE/A nscot PREFAB age None	Private Private ARE PANEL CT IS ials VG NT/AVG VG /AVG
-	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X Gas NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE GENERAL DESCRIPTION Units X One One w/Acc. unit # of Stories TWO Type Det. X Att. S-Det./End Unit X Existing Proposed Under Const. Design (Style) TOWNHOME Year Built 1972 Effective Age (Yrs) 50 YRS	Simproved (or a simproved (or	andfathered Units proposed pro	Jse) No Zon Jse Pans and specification of the proper plans and specification of the property o	Illegal (decations) the present of t	ATTACH FION OF EARS T IPTION CON BRIC ASPH uts NON S-H A ed NON YES/	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZI NLY DUE TO F O BE IN FLOC materials CRETE/AVG CK-WD/AVG H/SHING/AVG E ALUM/AVG E/AVG	If No, described in No,	rribe. THE SUE JBDIVISION. Type Public X FLOOD ZONE LOOD ZONE IE "X". SUBJE R mater C-TILE/A DW/AVG Sh WD/PAIN Or C-TILE/A nscot PREFAB age None eway # of Cars	Private Private ARE PANEL CT IS ials VG i NT/AVG VG /AVG
-	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property as: HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE GENERAL DESCRIPTION Units X One One w/Acc. unit # of Stories TWO Type Det. X Att. S-Det./End Unit X Existing Proposed Under Const. Design (Style) TOWNHOME Year Built 1972 Effective Age (Yrs) 50 YRS Attic None	Simproved (or a simproved (or	andfathered Unis proposed prop	Jse) No Zon Jse No Zon Jse plans and specif S PRESENT L Public C X NOTED. SEE SATION IS AN S SUBJECT. S TION Crawl Space Partial Basement 0.0000 sq. ft. % Sump Pump W Radiant	Illegal (decations) the present of ISE DUE TO Bother (describe) FLOOD MAP AAPPROXIMATE UBJECT APPE EXTERIOR DESCR Foundation Walls Exterior Walls Roof Surface Gutters & Downspool Window Type Storm Sash/Insulate Screens Amenities	ATTACH FION ON EARS T IPTION CON BRIC ASPH uts NON S-H / ed NON YES/	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZI NLY DUE TO F O BE IN FLOC materials CRETE/AVG CK-WD/AVG H/SHING/AVG E ALUM/AVG E/AVG AVG MoodStove(s) #	If No, described in No,	rribe. THE SUBJEDIVISION. Type Public X FLOOD ZONE F	Private Private ARE PANEL CT IS ials VG i NT/AVG VG /AVG
-	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE GENERAL DESCRIPTION Units X One One w/Acc. unit # of Stories TWO Type Det. X Att. S-Det./End Unit X Existing Proposed Under Const. Design (Style) TOWNHOME Year Built 1972 Effective Age (Yrs) 50 YRS Attic None Drop Stair Stairs	Simproved (or a simproved (or	ater anitary Sewer S WERE I DNE LOC OINTING FOUNDAT Slab ment ea a lish N/A intry/Exit Fuel HV	Jose) No Zon Jose Plans and specification of the Public Control of	Illegal (decations) the present of t	ATTACH FION ON BRIC ASPH uts NON S-H A NON YES/	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZI NLY DUE TO F O BE IN FLOC materials CRETE/AVG CK-WD/AVG H/SHING/AVG E ALUM/AVG E/AVG	If No, described in No,	rribe. THE SUBJEDIVISION. Type Public X FLOOD ZONE ILOOD ZONE IE "X". SUBJE R mater C-TILE/A DW/AVG Sh WD/PAIN Or C-TILE/A nscot PREFAB age None eway # of Cars y Surface CONCF ge # of Cars	Private Private ARE PANEL CT IS ials VG i NT/AVG VG /AVG
-	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE GENERAL DESCRIPTION Units X One One w/Acc. unit # of Stories TWO Type Det. X Att. S-Det./End Unit X Existing Proposed Under Const. Design (Style) TOWNHOME Year Built 1972 Effective Age (Yrs) 50 YRS Attic None Drop Stair Stairs	Simproved (or a simproved (or	andfathered U as proposed p O BE ITS ater anitary Sewer S WERE I ONE LOC OINTING FOUNDAT Slab ment ea anish N/A intry/Exit FWA HI FUE Central Air	Jose) No Zon Jose Pans and specification of the proper plans and specification of the property	Illegal (decations) the present of present of the p	ATTACHEDON OF EARS TO SHARE NON YES/	X Yes No N A RESIDENT Off-site Improve Street ASPHA Alley NONE HED. SITE SIZ NLY DUE TO F O BE IN FLOC materials CRETE/AVG EK-WD/AVG H/SHING/AVG E ALUM/AVG E/AVG NoodStove(s) # Fence METAL Porch STOOP Other UTILITY	If No, described by the control of t	rribe. THE SUE IBDIVISION. Type Public X FLOOD ZONE IE "X". SUBJE R mater C-TILE/A DW/AVG Sh WD/PAIN Or C-TILE/A nscot PREFAB age None eway # of Cars of Surface CONCE ge # of Cars Opt.	Private Private ARE PANEL CT IS ials VG i NT/AVG VG /AVG
-	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE GENERAL DESCRIPTION Units X One One w/Acc. unit # of Stories TWO Type Det. X Att. S-Det./End Unit X Existing Proposed Under Const. Design (Style) TOWNHOME Year Built 1972 Effective Age (Yrs) 50 YRS Attic None Drop Stair Stairs	Simproved (or a simproved (or	andfathered Unis proposed prop	Se) No Zon Ser plans and specific Series PRESENT L Public C X NOTED. SEE SATION IS AN SUBJECT. SEE SATION SPACE Partial Basement 0.0000 sq. ft. % Sump Pump W Radiant El ELECTRIC Conditioning Other Posal Micro	Illegal (decations) the present of present of the p	ATTACHION ON EARS TO SHARE NON YES/ONYER XX	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZ NLY DUE TO F O BE IN FLOC materials CRETE/AVG K-WD/AVG H/SHING/AVG E/ALUM/AVG E/AVG AVG MoodStove(s) # Fence METAL Porch STOOP Other UTILITY Other (describe) F	If No, described by the control of t	rribe. THE SUE IBDIVISION. Type Public X FLOOD ZONE IE "X". SUBJE R mater C-TILE/A DW/AVG Sh WD/PAIN Or C-TILE/A nscot PREFAB age None eway # of Cars of Surface CONCF ge # of Cars of Det. OD	Private Private ARE PANEL CT IS ials VG AVG AVG AVG AVG ARETE Built-in
-	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE GENERAL DESCRIPTION Units X One One w/Acc. unit # of Stories TWO Type Det. X Att. S-Det./End Unit X Existing Proposed Under Const. Design (Style) TOWNHOME Year Built 1972 Effective Age (Yrs) 50 YRS Attic None Drop Stair Stairs	conforming (Grass improved (or as improved (or	andfathered Unis proposed prop	Jose) No Zon Jose Pans and specification of the proper plans and specification of the property	Illegal (decations) the present of present of the p	ATTACHEDON OF EARS TO SHARE NON YES/	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZ NLY DUE TO F O BE IN FLOC materials CRETE/AVG K-WD/AVG H/SHING/AVG E/ALUM/AVG E/AVG AVG MoodStove(s) # Fence METAL Porch STOOP Other UTILITY Other (describe) F	If No, described by the control of t	rribe. THE SUE IBDIVISION. Type Public X FLOOD ZONE IE "X". SUBJE R mater C-TILE/A DW/AVG Sh WD/PAIN Or C-TILE/A nscot PREFAB age None eway # of Cars of Surface CONCE ge # of Cars Opt.	Private Private ARE PANEL CT IS ials VG AVG AVG AVG AVG ARETE Built-in
IMPROVEMENTS	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE GENERAL DESCRIPTION Units X One One w/Acc. unit # of Stories TWO Type Det. X Att. S-Det./End Unit X Existing Proposed Under Const. Design (Style) TOWNHOME Year Built 1972 Effective Age (Yrs) 50 YRS Attic None Drop Stair Stairs	conforming (Grass improved (or as improved (or	andfathered Unis proposed prop	Se) No Zon Ser plans and specific Series PRESENT L Public C X NOTED. SEE SATION IS AN SUBJECT. SEE SATION SPACE Partial Basement 0.0000 sq. ft. % Sump Pump W Radiant El ELECTRIC Conditioning Other Posal Micro	Illegal (decations) the present of present of the p	ATTACHION ON EARS TO SHARE NON YES/ONYER XX	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZ NLY DUE TO F O BE IN FLOC materials CRETE/AVG K-WD/AVG H/SHING/AVG E/ALUM/AVG E/AVG AVG MoodStove(s) # Fence METAL Porch STOOP Other UTILITY Other (describe) F	If No, described by the control of t	rribe. THE SUE IBDIVISION. Type Public X FLOOD ZONE IE "X". SUBJE R mater C-TILE/A DW/AVG Sh WD/PAIN Or C-TILE/A nscot PREFAB age None eway # of Cars of Surface CONCF ge # of Cars of Det. OD	Private Private ARE PANEL CT IS ials VG AVG AVG AVG AVG ARETE Built-in
-	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE GENERAL DESCRIPTION Units X One One w/Acc. unit # of Stories TWO Type Det. X Att. S-Det./End Unit X Existing Proposed Under Const. Design (Style) TOWNHOME Year Built 1972 Effective Age (Yrs) 50 YRS Attic None Drop Stair Stairs	conforming (Grass improved (or as improved (or	andfathered Unis proposed prop	Se) No Zon Ser plans and specific Series PRESENT L Public C X NOTED. SEE SATION IS AN SUBJECT. SEE SATION SPACE Partial Basement 0.0000 sq. ft. % Sump Pump W Radiant El ELECTRIC Conditioning Other Posal Micro	Illegal (decations) the present of present of the p	ATTACHION ON EARS TO SHARE NON YES/ONYER XX	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZ NLY DUE TO F O BE IN FLOC materials CRETE/AVG K-WD/AVG H/SHING/AVG E/ALUM/AVG E/AVG AVG MoodStove(s) # Fence METAL Porch STOOP Other UTILITY Other (describe) F	If No, described by the control of t	rribe. THE SUE IBDIVISION. Type Public X FLOOD ZONE IE "X". SUBJE R mater C-TILE/A DW/AVG Sh WD/PAIN Or C-TILE/A nscot PREFAB age None eway # of Cars of Surface CONCF ge # of Cars of Det. OD	Private Private ARE PANEL CT IS ials VG AVG AVG AVG AVG ARETE Built-in
-	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE GENERAL DESCRIPTION Units X One One w/Acc. unit # of Stories TWO Type Det. X Att. S-Det./End Unit X Existing Proposed Under Const. Design (Style) TOWNHOME Year Built 1972 Effective Age (Yrs) 50 YRS Attic None Drop Stair Stairs Floor X Scuttle Finished Heated Appliances X Refrigerator X Range/Oven Finished area above grade contains: Additional Features See Attached Addence	Simproved (or a simproved (or	andfathered U as proposed p O BE ITS ater anitary Sewer S WERE I DNE LOC OINTING FOUNDAT Slab ment ea aish N/A intry/Exit FWA HI Fue Central Air	Se) No Zon Ser plans and specific Series PRESENT L Public C X NOTED. SEE SATION IS AN SUBJECT. SEE SATION SPACE Partial Basement 0.0000 sq. ft. % Sump Pump W Radiant El ELECTRIC Conditioning Other Posal Micro	Illegal (decations) the present of present of the p	ATTACHION ON EARS TO SHARE NON YES/ONYER XX	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZ NLY DUE TO F O BE IN FLOC materials CRETE/AVG K-WD/AVG H/SHING/AVG E/ALUM/AVG E/AVG AVG MoodStove(s) # Fence METAL Porch STOOP Other UTILITY Other (describe) F	If No, described by the control of t	rribe. THE SUE IBDIVISION. Type Public X FLOOD ZONE IE "X". SUBJE R mater C-TILE/A DW/AVG Sh WD/PAIN Or C-TILE/A nscot PREFAB age None eway # of Cars of Surface CONCF ge # of Cars of Det. OD	Private Private ARE PANEL CT IS ials VG AVG AVG AVG AVG ARETE Built-in
-	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE GENERAL DESCRIPTION Units X One One w/Acc. unit # of Stories TWO Type Det. X Att. S-Det./End Unit X Existing Proposed Under Const. Design (Style) TOWNHOME Year Built 1972 Effective Age (Yrs) 50 YRS Attic None Drop Stair Stairs Floor X Scuttle Finished Heated Appliances X Refrigerator X Range/Oven Finished area above grade contains: Additional Features See Attached Addence	Simproved (or a simproved (or	andfathered U as proposed p O BE ITS ater anitary Sewer S WERE I DNE LOC OINTING FOUNDAT Slab ment ea aish N/A intry/Exit FWA HI Fue Central Air	Se) No Zon Ser plans and specific Series PRESENT L Public C X NOTED. SEE SATION IS AN SUBJECT. SEE SATION SPACE Partial Basement 0.0000 sq. ft. % Sump Pump W Radiant El ELECTRIC Conditioning Other Posal Micro	Illegal (decations) the present of present of the p	ATTACHION ON EARS TO SHARE NON YES/ONYER XX	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZ NLY DUE TO F O BE IN FLOC materials CRETE/AVG K-WD/AVG H/SHING/AVG E/ALUM/AVG E/AVG AVG MoodStove(s) # Fence METAL Porch STOOP Other UTILITY Other (describe) F	If No, described in No,	rribe. THE SUE IBDIVISION. Type Public X FLOOD ZONE IE "X". SUBJE R mater C-TILE/A DW/AVG Sh WD/PAIN Or C-TILE/A nscot PREFAB age None eway # of Cars of Surface CONCF ge # of Cars of Det. OD	Private Private ARE PANEL CT IS ials VG AVG AVG AVG AVG ARETE Built-in
-	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE GENERAL DESCRIPTION Units X One One w/Acc. unit # of Stories TWO Type Det. X Att. S-Det./End Unit X Existing Proposed Under Const. Design (Style) TOWNHOME Year Built 1972 Effective Age (Yrs) 50 YRS Attic None Drop Stair Stairs Floor X Scuttle Finished Heated Appliances X Refrigerator X Range/Oven Finished area above grade contains: Additional Features See Attached Addence	Simproved (or a simproved (or	andfathered U as proposed p O BE ITS ater anitary Sewer S WERE I DNE LOC OINTING FOUNDAT Slab ment ea aish N/A intry/Exit FWA HI Fue Central Air	Se) No Zon Ser plans and specific Series PRESENT L Public C X NOTED. SEE SATION IS AN SUBJECT. SEE SATION SPACE Partial Basement 0.0000 sq. ft. % Sump Pump W Radiant El ELECTRIC Conditioning Other Posal Micro	Illegal (decations) the present of present of the p	ATTACHION ON EARS TO SHARE NON YES/ONYER XX	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZ NLY DUE TO F O BE IN FLOC materials CRETE/AVG K-WD/AVG H/SHING/AVG E/ALUM/AVG E/AVG AVG MoodStove(s) # Fence METAL Porch STOOP Other UTILITY Other (describe) F	If No, described in No,	rribe. THE SUE IBDIVISION. Type Public X FLOOD ZONE IE "X". SUBJE R mater C-TILE/A DW/AVG Sh WD/PAIN Or C-TILE/A nscot PREFAB age None eway # of Cars of Surface CONCF ge # of Cars of Det. OD	Private Private ARE PANEL CT IS ials VG AVG AVG AVG AVG ARETE Built-in
-	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE GENERAL DESCRIPTION Units X One One w/Acc. unit # of Stories TWO Type Det. X Att. S-Det./End Unit X Existing Proposed Under Const. Design (Style) TOWNHOME Year Built 1972 Effective Age (Yrs) 50 YRS Attic None Drop Stair Stairs Floor X Scuttle Finished Heated Appliances X Refrigerator X Range/Oven Finished area above grade contains: Additional Features See Attached Addence	Simproved (or a simproved (or	andfathered U as proposed p O BE ITS ater anitary Sewer S WERE I DNE LOC OINTING FOUNDAT Slab ment ea aish N/A intry/Exit FWA HI Fue Central Air	Se) No Zon Ser plans and specific Series PRESENT L Public C X NOTED. SEE SATION IS AN SUBJECT. SEE SATION SPACE Partial Basement 0.0000 sq. ft. % Sump Pump W Radiant El ELECTRIC Conditioning Other Posal Micro	Illegal (decations) the present of present of the p	ATTACHION ON EARS TO SHARE NON YES/ONYER XX	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZ NLY DUE TO F O BE IN FLOC materials CRETE/AVG K-WD/AVG H/SHING/AVG E/ALUM/AVG E/AVG AVG MoodStove(s) # Fence METAL Porch STOOP Other UTILITY Other (describe) F	If No, described in No,	rribe. THE SUE IBDIVISION. Type Public X FLOOD ZONE IE "X". SUBJE R mater C-TILE/A DW/AVG Sh WD/PAIN Or C-TILE/A nscot PREFAB age None eway # of Cars of Surface CONCF ge # of Cars of Det. OD	Private Private ARE PANEL CT IS ials VG AVG AVG AVG AVG Built-in
	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE GENERAL DESCRIPTION Units X One One w/Acc. unit # of Stories TWO Type Det. X Att. S-Det./End Unit X Existing Proposed Under Const. Design (Style) TOWNHOME Year Built 1972 Effective Age (Yrs) 50 YRS Attic None Drop Stair Stairs Floor X Scuttle Finished Heated Appliances X Refrigerator X Range/Oven Finished area above grade contains: Additional Features See Attached Addence	Simproved (or a simproved (or	andfathered U as proposed p O BE ITS ater anitary Sewer S WERE I DNE LOC OINTING FOUNDAT Slab ment ea aish N/A intry/Exit FWA HI Fue Central Air	Se) No Zon Ser plans and specific Series PRESENT L Public C X NOTED. SEE SATION IS AN SUBJECT. SEE SATION SPACE Partial Basement 0.0000 sq. ft. % Sump Pump W Radiant El ELECTRIC Conditioning Other Posal Micro	Illegal (decations) the present of present of the p	ATTACHION ON EARS TO SHARE NON YES/ONYER XX	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZ NLY DUE TO F O BE IN FLOC materials CRETE/AVG K-WD/AVG H/SHING/AVG E/ALUM/AVG E/AVG AVG MoodStove(s) # Fence METAL Porch STOOP Other UTILITY Other (describe) F	If No, described in No,	rribe. THE SUE IBDIVISION. Type Public X FLOOD ZONE IE "X". SUBJE R mater C-TILE/A DW/AVG Sh WD/PAIN Or C-TILE/A nscot PREFAB age None eway # of Cars of Surface CONCF ge # of Cars of Det. OD	Private Private ARE PANEL CT IS ials VG AVG AVG AVG AVG ARETE Built-in
	Specific Zoning Classification HDMU Zoning Compliance X Legal Legal None Is the highest and best use of the subject property at HIGHEST AND BEST USE IS CONS Utilities Public Other (describe) Electricity X NONE Site Comments NO ADVERSE SITE CO SUBJECT TO CURRENT SURVEY. 12033C0360G, DATED 12/19/2006, CONNECTED TO PUBLIC SEWAGE GENERAL DESCRIPTION Units X One One w/Acc. unit # of Stories TWO Type Det. X Att. S-Det./End Unit X Existing Proposed Under Const. Design (Style) TOWNHOME Year Built 1972 Effective Age (Yrs) 50 YRS Attic None Drop Stair Stairs Floor X Scuttle Finished Heated Appliances X Refrigerator X Range/Oven Finished area above grade contains: Additional Features See Attached Addence	Simproved (or a simproved (or	andfathered U as proposed p O BE ITS ater anitary Sewer S WERE I DNE LOC OINTING FOUNDAT Slab ment ea aish N/A intry/Exit FWA HI Fue Central Air	Se) No Zon Ser plans and specific Series PRESENT L Public C X NOTED. SEE SATION IS AN SUBJECT. SEE SATION SPACE Partial Basement 0.0000 sq. ft. % Sump Pump W Radiant El ELECTRIC Conditioning Other Posal Micro	Illegal (decations) the present of present of the p	ATTACHION ON EARS TO SHARE NON YES/ONYER XX	X Yes No N A RESIDENT Off-site Improve Street ASPH/ Alley NONE HED. SITE SIZ NLY DUE TO F O BE IN FLOC materials CRETE/AVG K-WD/AVG H/SHING/AVG E/ALUM/AVG E/AVG AVG MoodStove(s) # Fence METAL Porch STOOP Other UTILITY Other (describe) F	If No, described in No,	rribe. THE SUE IBDIVISION. Type Public X FLOOD ZONE IE "X". SUBJE R mater C-TILE/A DW/AVG Sh WD/PAIN Or C-TILE/A nscot PREFAB age None eway # of Cars of Surface CONCF ge # of Cars of Det. OD	Private Private ARE PANEL CT IS ials VG AVG AVG AVG AVG ARETE Built-in



GULF COAST APPRAISALS Residential Appraisal Report

File No. V190117

	FEATURE	SUBJECT	COMPARABLE S		COMPARABLE SALE NO. 2				MPARABLE S		
	4215 ERRESS BLV		2626 DELANO ST		711 FREMONT AVE					RY FIELD RD	
	Address PENSACOL	A, FL 32507	PENSACOLA, FL	32505	PENSACOLA, FL 32505				COLA, FL	32507	
	Proximity to Subject	n NI/A	0.66 miles SE	20.500	0.72 miles NW \$ 24,500			2.96 mil		50,000	
-	Sale Price	\$ N/A \$ 0.00 sq. ft.	\$ 17.44 6	29,500	\$ 24,500 \$ 18.90 sq. ft.			¢ 27.0	97 sq. ft.	50,000	
-	Sale Price/Gross Liv. Area Data Source(s)	INSPECTION	\$ 17.41 sq. ft. MLS/PUBLIC REC	COPDS		BLIC REC	COPDS		JBLIC REC	CORDS	
	Verification Source(s)	PUBLIC RECD'S	DOM 56	JONDS	DOM 7	BLIC KEC	JONDS	DOM 4	IDLIC KE	JONDS	
_	VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment		RIPTION	+(-) \$ Adjustment		RIPTION	+(-) \$ Adjustment	
-	Sale or Financing	N/A	CASH	+(-) \$ Aujustment	CASH	AIF HON	+(-) \$ Aujustment	CASH	KIFTION	+(-) \$ Aujustment	
	Concessions	N/A	CLOSED		CLOSE)		CLOSE	D		
-	Date of Sale/Time	N/A	09/06/2019		08/14/20			08/07/2			
-	Location	SUBURBAN/FAIR		-5.000	SUBURI		-5.000		BAN/AVG	-10,000	
-	Leasehold/Fee Simple	FEE SIMPLE	FEE SIMPLE	-3,000	FEE SIN		-3,000	FEE SIN		-10,000	
_	Site	.08 ± ACRE/AVG	.27 ± ACRE/SUP	-2 900	.18 ± AC		-1 500		CRE/AVG	0	
	View	RESIDENT/AVG	RESIDENT/AVG	-2,300		NT/AVG	-1,500		NT/AVG		
-	Design (Style)	TOWNHOME	RANCH/SUP	-4 000	RANCH		-4 000	TOWNE			
5	Quality of Construction	BRICK-WD/AVG	WOOD/AVG	4,000	MSNRY/AVG		4,000		VIN/AVG		
5	Actual Age	47 ± YRS	58 ± YRS	0	60 ± YR		0	45 ± YR		0	
Ť	Condition	POOR	FAIR		POOR		Ŭ	FAIR-G		-25,000	
₫-	Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	10,000	Total Bdrms.	Baths	+1,000		Baths	20,000	
ģ	Room Count	7 3 1.1	7 3 1.0	+3,000		1.0	+3,000	7 3	1.1		
ž	Gross Living Area	1,369 sq. ft.	1,694 sq. ft.	-4,900		,296 sq. ft.	+1,100		,317 sq. ft.	0	
1	Basement & Finished	NONE	NONE	7,300	NONE	,=00 34. II.	71,100	NONE	., 		
į	Rooms Below Grade	NONE	NONE		NONE			NONE			
м-	Functional Utility	AVERAGE	AVERAGE		AVERA	3F		AVERA	GF		
-	Heating/Cooling	CENT HT & AC	CENT HT & AC		CENT H			CENT F			
	Energy Efficient Items	WINS/BLDS/ETC	WINS/BLDS/ETC		_	LDS/ETC			LDS/ETC		
-	Garage/Carport	NONE	NONE		NONE			NONE			
	Porch/Patio/Deck	CT/OP/AVG	OP/WD/EQL	0	PCH/EC)I	0	CT/OP/	ΔVG		
-	FIREPLACE	NONE	NONE		NONE	(-		NONE	110		
-	FENCE	FENCE/UT-RM	FENCE/UT-RM		FENCE/	IIT-RM		FENCE	/IIT-RM		
	OTHER	KITCH-EQUIP	KITCH-EQUIP		KITCH-E			KITCH-			
-	Net Adjustment (Total)	TUTOTT EQUII	+ X- \$	28,800	+	X - \$	5,400	+	X- \$	35,000	
	Adjusted Sale Price		Net Adj97.6%	20,000	Net Adj:		0, 100	Net Adj		00,000	
	of Comparables		Gross Adj. 118.0% \$	700	Gross Adj. 6		19 100		70.0% \$	15,000	
-	Summary of Sales Compari	ison Annroach See At	tached Addendum	700	G103371aj. C	0.7 700 ψ	10,100	0103371dj. 1	0.0 / (/0 ψ	10,000	
- - -											
₽,											
-	COST APPROACH TO VA										
-		AND VALUE WAS I									
								ORK. TH	E COST A		
1	IS NOT PERTINEN		~	DBY FHA V	WAS NOT DEVELOPED OR USED IN DETERMINING VALUE, AND WAS NOT IN THE SCOPE OF WORK. THE COST APPROACH						
		IS NOT PERTINENT TO OLDER HOMES, OR REQUIRED BY FHA, VA, OR FANNIE MAE.								APPROACH	
ESTIMATED REPRODUCTION OR REPLACEMENT COST NEW										APPROACH	
- -	_			W OP	PINION OF SIT	E VALUE			= \$	APPROACH	
	Source of cost data	PRODUCTION OR P	REPLACEMENT COST NE	W OP		E VALUE	Sq. Ft. @ \$		= \$	APPROACH	
PROACH	Source of cost data Quality rating from cost serv	PRODUCTION OR R	REPLACEMENT COST NE	W OP	PINION OF SIT	E VALUE			= \$	APPROACH	
PPROAC	Source of cost data Quality rating from cost serv Comments on Cost Approar	PRODUCTION OR For Production of Production o	REPLACEMENT COST NE tive date of cost data tions, depreciation, etc.)	W OP	PINION OF SIT	E VALUE	Sq. Ft. @ \$ Sq. Ft. @ \$		= \$ = \$ = \$	APPROACH	
PPROAC	Source of cost data Quality rating from cost service Comments on Cost Approar EST. REMAINING	PRODUCTION OR For the property of the property	REPLACEMENT COST NE tive date of cost data tions, depreciation, etc.) 10 YRS. THE LANI	W OP Dw	PINION OF SIT velling vrage/Carport		Sq. Ft. @ \$ Sq. Ft. @ \$		= \$= \$= \$= \$	APPROACH	
OS APPROACE	Source of cost data Quality rating from cost service Comments on Cost Approar EST. REMAINING VALUE RATIO IS T	PRODUCTION OR From the property of the propert	REPLACEMENT COST NE tive date of cost data tions, depreciation, etc.) 10 YRS. THE LANI AREA. THE FLOC	W OP Dw DTO Ga DR AREA Tot	PINION OF SIT velling urage/Carport tal Estimate of	Cost-New	Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$		= \$ = \$ = \$	APPROACH	
COS APPROACE	Source of cost data Quality rating from cost sent Comments on Cost Approar EST. REMAINING VALUE RATIO IS T ESTIMATE SHOUL	PRODUCTION OR For the property of the property	REPLACEMENT COST NE tive date of cost data tions, depreciation, etc.) 10 YRS. THE LANI AREA. THE FLOC	W OP Dw DTO Ga DR AREA Tot ATION Les	PINION OF SIT velling rrage/Carport tal Estimate of ss 60	Cost-New	Sq. Ft. @ \$ Sq. Ft. @ \$		= \$= \$= \$= \$= \$	APPROACH	
COS APPROACE	Source of cost data Quality rating from cost service Comments on Cost Approar EST. REMAINING VALUE RATIO IS T	PRODUCTION OR From the property of the propert	REPLACEMENT COST NE tive date of cost data tions, depreciation, etc.) 10 YRS. THE LANI AREA. THE FLOC	W OP Dw DTO Ga DR AREA Tot ATION Les	PINION OF SIT velling rrage/Carport tal Estimate of ss 60 preciation	Cost-New Physical	Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Exter	 	= \$= \$= \$= \$= \$= \$	APPROACH)	
COS APPROACE	Source of cost data Quality rating from cost sent Comments on Cost Approar EST. REMAINING VALUE RATIO IS T ESTIMATE SHOUL	PRODUCTION OR From the property of the propert	REPLACEMENT COST NE tive date of cost data tions, depreciation, etc.) 10 YRS. THE LANI AREA. THE FLOC	W OP Dw D TO Ga DR AREA Tot ATION Les De	PINION OF SIT	Cost-New Physical t of Improvem	Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Exter	 	= \$= \$= \$= \$= \$= \$= \$= \$= \$	APPROACH)	
COS APPROACE	Source of cost data Quality rating from cost sent Comments on Cost Approar EST. REMAINING VALUE RATIO IS T ESTIMATE SHOUL	PRODUCTION OR From the property of the propert	REPLACEMENT COST NE tive date of cost data tions, depreciation, etc.) 10 YRS. THE LANI AREA. THE FLOC	W OP Dw D TO Ga DR AREA Tot ATION Les De	PINION OF SIT	Cost-New Physical t of Improvem	Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Exter	 	= \$= \$= \$= \$= \$= \$= \$= \$= \$	APPROACH)	
COS APPROACE	Source of cost data Quality rating from cost sent Comments on Cost Approar EST. REMAINING VALUE RATIO IS T ESTIMATE SHOUL	PRODUCTION OR From the property of the propert	REPLACEMENT COST NE tive date of cost data tions, depreciation, etc.) 10 YRS. THE LANI AREA. THE FLOC	D TO Ga DR AREA Tot ATION Les De De "As	PINION OF SIT velling	Cost-New Physical t of Improvem Site Improvem	Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Exterents ents	nal	= \$= \$= \$= \$= \$= \$= \$= \$= \$= \$	APPROACH)	
COS APPROAC	Source of cost data Quality rating from cost service comments on Cost Approar EST. REMAINING VALUE RATIO IS T ESTIMATE SHOUL ONLY.	PRODUCTION OR From Properties of the Control of the	REPLACEMENT COST NE tive date of cost data tions, depreciation, etc.) 10 YRS. THE LANI AREA. THE FLOC	D TO Ga DR AREA Tot ATION Les De De "As	PINION OF SIT velling	Cost-New Physical t of Improvem Site Improvem	Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Exter	nal	= \$= \$= \$= \$= \$= \$= \$= \$= \$= \$	APPROACH)	
COSTAPROAC	Source of cost data Quality rating from cost service comments on Cost Approar EST. REMAINING VALUE RATIO IS TESTIMATE SHOUL ONLY.	PRODUCTION OR From Properties of the Properties	tive date of cost data tions, depreciation, etc.) 10 YRS. THE LANI AREA. THE FLOC	W OP Dw DTO Ga DR AREA Tota ATION Les De "As	PINION OF SIT velling	Cost-New Physical t of Improvem Site Improvem UE BY COST	Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Exter ents	nal	= \$= \$= \$= \$= \$= \$= \$= \$= \$= \$	APPROACH)	
COSTAPROAC	Source of cost data Quality rating from cost services on Cost Approar EST. REMAINING VALUE RATIO IS TESTIMATE SHOUL ONLY. INCOME APPROACH TO SESTIMATE MORE SERVICES OF THE	PRODUCTION OR From the production of the production or production or production or production of the p	tive date of cost data tions, depreciation, etc.) 10 YRS. THE LANI AREA. THE FLOCED AN APPROXIMA X Gross Rent Multiplier	W OP Dw DTO Ga PR AREA Tota ATION Les De De "As INI O = \$	PINION OF SIT velling	Cost-New Physical t of Improvem Site Improvem UE BY COST	Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Exterents ents	nal	= \$= \$= \$= \$= \$= \$= \$= \$= \$= \$	APPROACH)	
COSTAPROAC	Source of cost data Quality rating from cost services on Cost Approar EST. REMAINING VALUE RATIO IS TESTIMATE SHOUL ONLY. INCOME APPROACH TO SESTIMATE MORE SERVICES OF THE	PRODUCTION OR From Properties of the Properties	tive date of cost data tions, depreciation, etc.) 10 YRS. THE LANI AREA. THE FLOCED AN APPROXIMA X Gross Rent Multiplier	W OP Dw DTO Ga PR AREA Tota ATION Les De De "As INI O = \$	PINION OF SIT velling	Cost-New Physical t of Improvem Site Improvem UE BY COST	Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Exter ents	nal	= \$= \$= \$= \$= \$= \$= \$= \$= \$= \$	APPROACH)	
COSTAPROAC	Source of cost data Quality rating from cost services on Cost Approar EST. REMAINING VALUE RATIO IS TESTIMATE SHOUL ONLY. INCOME APPROACH TO SESTIMATE MORE SERVICES OF THE	PRODUCTION OR From the production of the production or production or production or production of the p	tive date of cost data tions, depreciation, etc.) 10 YRS. THE LANI AREA. THE FLOCED AN APPROXIMA X Gross Rent Multiplier	W OP Dw DTO Ga PR AREA Tota ATION Les De De "As INI O = \$	PINION OF SIT velling	Cost-New Physical t of Improvem Site Improvem UE BY COST	Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Exter ents	nal	= \$= \$= \$= \$= \$= \$= \$= \$= \$= \$	APPROACH)	
	Source of cost data Quality rating from cost services and cost Approach EST. REMAINING VALUE RATIO IS TESTIMATE SHOUL ONLY. INCOME APPROACH TO SESTIMATE Monthly Market F Summary of Income Approach	PRODUCTION OR Production or Effect Ch (gross living area calcula ECONOMIC LIFE: TYPICAL FOR THE LD BE CONSIDERE VALUE Rent \$ ach (including support for mage)	tive date of cost data tions, depreciation, etc.) 10 YRS. THE LANI AREA. THE FLOCED AN APPROXIMA X Gross Rent Multiplier arket rent and GRM) NA	W OP Dw DTO Ga PR AREA Tota ATION Les De De "As INI O = \$	PINION OF SIT velling version arrange/Carport tal Estimate of ss 60 preciation preciated Cos s-is" Value of S	Cost-New Physical t of Improvem Site Improvem UE BY COST	Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Exter ents	nal	= \$= \$= \$= \$= \$= \$= \$= \$= \$= \$)	
	Source of cost data Quality rating from cost sence the cost Approach of	PRODUCTION OR Production or Effect Ch (gross living area calcula ECONOMIC LIFE: TYPICAL FOR THE LD BE CONSIDERE VALUE Rent \$ ach (including support for mage)	tive date of cost data tions, depreciation, etc.) 10 YRS. THE LANI AREA. THE FLOCED AN APPROXIMA X Gross Rent Multiplier arket rent and GRM) NA	W OP Dw Dw DTO Ga DR AREA Tot ATION Les De "As INE O = \$	PINION OF SIT velling version arrange/Carport tal Estimate of ss 60 preciation preciated Cos s-is" Value of S	Cost-New Physical t of Improvem Site Improvem UE BY COST	Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Exter ents	nal	= \$= \$= \$= \$= \$= \$= \$= \$= \$= \$= \$)	
	Source of cost data Quality rating from cost sence the cost Approach of	PRODUCTION OR Production or Effect Ch (gross living area calcula ECONOMIC LIFE: TYPICAL FOR THE LD BE CONSIDERE VALUE Rent \$ ach (including support for mage)	tive date of cost data tions, depreciation, etc.) 10 YRS. THE LANI AREA. THE FLOCED AN APPROXIMA X Gross Rent Multiplier arket rent and GRM) NA	W OP Dw Dw DTO Ga DR AREA Tot ATION Les De "As INE O = \$	PINION OF SIT velling velling version and the second secon	Cost-New Physical t of Improvem Site Improvem UE BY COST	Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Exter ents	nal	= \$= \$= \$= \$= \$= \$= \$= \$= \$= \$= \$)	
	Source of cost data Quality rating from cost services and cost Approar EST. REMAINING VALUE RATIO IS TESTIMATE SHOUL ONLY. INCOME APPROACH TO SESTIMATE OF Summary of Income Approar Indicated Value by: Sale See attached Adde	PRODUCTION OR Production or Effect Ch (gross living area calcula ECONOMIC LIFE: TYPICAL FOR THE LD BE CONSIDERE VALUE Rent \$ ach (including support for mage)	tive date of cost data tions, depreciation, etc.) 10 YRS. THE LANI AREA. THE FLOCED AN APPROXIMA X Gross Rent Multiplier arket rent and GRM) \$9,000 Co	W OP Dw DW DTO Ga DR AREA Tota ATION Les "As INE O = \$ A	PINION OF SIT velling rage/Carport tal Estimate of ss 60 preciation preciated Cos s-is" Value of S DICATED VAL	Cost-New Physical t of Improvem Site Improvem UE BY COST O Indicate	Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Exter ents	pproach (if d	= \$= \$= \$= \$= \$= \$= \$= \$= \$= \$= \$) N/A	
	Source of cost data Quality rating from cost services and cost Approar EST. REMAINING VALUE RATIO IS TESTIMATE SHOUL ONLY. INCOME APPROACH TO SESTIMATE OF Summary of Income Approar Indicated Value by: Sale See attached Adde This appraisal is made	PRODUCTION OR Production or Effect Ch (gross living area calcula ECONOMIC LIFE: TYPICAL FOR THE LD BE CONSIDERE VALUE Rent \$ ach (including support for many	tive date of cost data tions, depreciation, etc.) 10 YRS. THE LANI AREA. THE FLOCED AN APPROXIMA X Gross Rent Multiplier arket rent and GRM) \$9,000 Completion per plans and second complet	W OP Dw DW DTO Ga PR AREA Tota ATION Les De "As INI O = \$ A Ost Approach (if de	PINION OF SIT velling rage/Carport tal Estimate of ss 60 preciation preciated Cos s-is" Value of S DICATED VAL	Cost-New Physical t of Improvem Site Improvem O Indicate	Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Exter ents	pproach (if d	= \$= \$= \$= \$= \$= \$= \$= \$= \$= \$= \$	N/A	
RECONCILIATION COME	Source of cost data Quality rating from cost service comments on Cost Approar EST. REMAINING VALUE RATIO IS TESTIMATE SHOUL ONLY. INCOME APPROACH TO VESTIMATE OF Income Approar Indicated Value by: Sale See attached Adde This appraisal is made subject to the following See Attached Adde	PRODUCTION OR From Proceedings of the Content of th	tive date of cost data tions, depreciation, etc.) 10 YRS. THE LANI AREA. THE FLOCED AN APPROXIMA X Gross Rent Multiplier arket rent and GRM) \$9,000 Co	W OP Dw DW DTO Ga PR AREA Tot ATION Les De "As INE O = \$ A Dest Approach (if de	e basis of a hy irs or alteratio	Cost-New Physical t of Improvem Site Improvem O Indicate pothetical con ns have been	Sq. Ft. @ \$ Sq. Ft. @ \$ Sq. Ft. @ \$ Functional Exter ents APPROACH d Value by Income Ap Income Ap dition that the improcompleted	pproach (if d	= \$ = \$	N/A sted,	



ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File No	o.: V190117
Property Address: 4215 ERRESS BLVD	Case N	No.:
City: PENSACOLA	State: FL	Zip: 32505

UNIT 28 BEG AT NE COR OF LT 10 THENCE ALG E LI OF SD LT S 8 DEG 12 MIN 00 SEC E 42 95/100 FT POB THENCE CONT ALG SD E LI S 8 DEG 12 MIN 00 SEC E 20 06/100 FT THENCE S 81 DEG 31 MIN 32 SEC W 165 FT TO W LI OF SD LT 10 THENCE ALG SD W LI N 8 DEG 12 MIN 00 SEC W 20 06/100 FT THENCE N 81 DEG 31 MIN 32 SEC 165 FT TO POB PART OF LT 10 BLK H WESTERNMARK S/D PB 7 P 81 OR 7341 P 93. ESC FL.

Neighborhood Boundaries

SUBJECT MARKET AREA IS LOCATED NORTH OF FAIRFIELD DRIVE, WEST OF I-110, SOUTH OF I-10, AND EAST OF BLUE ANGEL PKWY, IN THE WEST PENSACOLA FLORIDA AREA.

HORIZONTAL BLINDS, REAR OPEN PATIO, CEILING FANS, FENCE, SCUTTLE ATTIC ACCESS, KITCHEN APPLIANCES, UTILITY ROOM, ETC. NO UTILITIES ON AT TIME OF INSPECTION.

Condition of Improvements
THE SUBJECT DWELLING APPEARS TO BE IN POOR CONDITION. PHYSICAL DEPRECIATION STANDARD FOR AGE. NO FUNCTIONAL OR EXTERNAL INADEQUACIES NOTED AT THE TIME OF INSPECTION. SIGNIFICANT DEFERRED MAINTENANCE NOTED AT TIME OF INSPECTION DUE TO SUBJECT HAVING SEVERE WATER DAMAGE FROM ROOF OF SUBJECT AND/OR ADJOINING TOWNHOME AND PLUMBING LEAKS, AND IS AS FOLLOWS: FRONT ENTRY THRESHOLD HAS DAMAGE, ROTTEN WOOD NOTED ON FRONT COVERED STOOP, DRYWALL REPAIR NEEDED, AC UNIT NOT WORKING AND NEEDS REPLACING, CEILING IN FAMILY ROOM NEEDS REPAIRING FROM BATHROOM LEAK ABOVE, KITCHEN CABINETS NEED REPAIR/REPLACING, UTILITY ROOM AND REAR OF SUBJECT HAS ROOF AND PLUMBING LEAKS AND SEVERE WOOD ROT DAMAGE. APPRAISER UNABLE TO DETERMINE CONDITION OF THE INTERIOR OF SUBJECT, DUE TO SUSPECTING HIDDEN DAMAGE CAUSED BY THE ELEMENTS, WATER INTRUSION, NEGLECT, DUE TO BEING STROWED WITH PERSONAL ITEMS, GARBAGE, ETC. THE SUBJECT HAD A MUSTY ODOR AND COULD POSSIBLY HAVE MOLD DAMAGE DUE TO THE LENGTH OF TIME OF HAVING WATER INTRUSION. APPRAISAL SUBJECT TO INTERIOR INSPECTION UTILITIES ON, AND REPAIR ESTIMATES FROM LICENSED CONTRACTOR(S).

Comments on Sales Comparison

THE COMPARABLES CHOSEN WERE SALES OF HOMES IN THE SUBJECT MARKET AREA AND WERE GOOD INDICATORS OF VALUE FOR THE SUBJECT PROPERTY DUE TO SIMILARITY IN LOCATION, GLA, BEDROOMS, BATHROOMS, UTILITY, CONSTRUCTION, ACTUAL AND EFFECTIVE AGE, ETC. COMPS WERE CONSIDERED RECENT DUE TO BEING SALES UNDER 3 MONTHS TIME OF SALE, WITH COMP # 2 BEING UNDER 3 MONTHS TIME OF SALE, COMP # 3 BEING UNDER 3 MONTHS TIME OF SALE, AND COMP # 1 BEING UNDER 2 MONTHS TIME OF SALE. ALL SALES WERE OVER ONE MILE IN PROXIMITY TO SUBJECT DUE TO LACK OF MORE SIMILAR/RECENT SALES IN THE SUBJECT MARKET AREA IN CLOSER PROXIMITY. NO ADVERSE EFFECT ON VALUE DUE TO COMPS #1 & 3 BEING JUST OVER ONE MILE IN DISTANCE.

PREVIOUS SALES/TRANSFERS: SUBJECT HAD NO PRIOR TRANSFERS IN THE PREVIOUS 36 MONTHS. NO PRIOR SALE FOR COMP # 3 IN THE PRIOR 12 MONTHS. COMP # 1 HAD A PRIOR TRANSFER FOR \$100 ON 10/15/2018 AS PART OF AN REO ACQUISITION. COMP # 2 HAD A PRIOR TRANSFER FOR \$11,100 ON 06/19/2019 AS PART OF AN REO ACQUISITION.

Final Reconciliation

WEIGHT GIVEN TO THE MARKET APPROACH AS IT BEST REFLECTS THE MOST CURRENT BUYING/SELLING HABITS OF THE PUBLIC IN GENERAL. INCOME APPROACH CONSIDERED BUT NOT USED DUE TO A LACK OF RENTAL DATA, AND NOT BEING CONSIDERED PERTINENT OR RELIABLE PER HUD HAND BOOK. PERTINENT VALUE DETERMINANTS BRACKETED BY COMPARABLES EXCEPT IN LOCATION, DUE TO COMPS CONSIDERED TO BE IN A SUPERIOR LOCATION. GROSS, NET, AND LINE ADJUSTMENTS WERE HIGHER THAN NORMAL DUE TO CONDITION OF SUBJECT. THIS REPORT IS INTENDED FOR USE BY CLIENT FOR VALUE PURPOSES, AND IS NOT INTENDED FOR ANY OTHER USE OR PARTY. METHODS USED FOR THIS REPORT AND CONCLUSIONS SHOULD BE CONSIDERED IN WHOLE. USE OF ANY PARTIAL ENTITY WITHIN REPORT IS NOT VALID. ALL COMPS USED IN FINAL VALUE. SUBJECT APPRAISAL IS NOT INTENDED TO BE USED IN A FEDERALLY RELATED AND/OR BACKED MORTGAGE TRANSACTION. ALL COMPS INSPECTED FROM STREET. PHOTOS MAY BE FROM APPRAISERS FILES, MLS, OR OTHER SOURCES, AND ACCURATELY REFLECT THE COMPARABLES AT TIME OF SALE. I HAVE NOT APPRAISED THE SUBJECT PROPERTY IN THE PAST 3 YEARS, TO THE BEST OF MY RECOLLECTION.

LONGER MARKETING TIMES SHOULD BE EXPECTED DUE TO PRICES IN THE AREA AND THE SMALL POOL OF QUALIFIED BUYERS. THERE IS AN EFFECTIVE NUMBER OF COMPETING PROPERTIES ON THE MARKET IN THIS AREA. THIS INDICATES THAT SUPPLY AND DEMAND ARE IN BALANCE. REASONABLE EXPOSURE PERIOD IS ESTIMATED TO BE UNDER 15 MONTHS. TYPICAL HOLDING PERIOD IS 3-7 YEARS. APPRAISER DOES NOT AGREE TO APPEAR IN COURT IN ANY REFERENCE TO SUBJECT APPRAISAL. IF APPRAISERS AGREES TO APPEAR IN COURT THE MINIMUM FEE RETAINER IS \$5000.00, AND \$175 PER HOUR THEREAFTER FOR COURT TIME, RESEARCH, ETC.

SUPPLEMENTAL ADDENDUM: IN FORMING AN OPINION OF MARKET VALUE THE APPRAISER RESEARCHED COUNTY PUBLIC RECORDS, COURTHOUSE RETRIEVAL SYSTEM, PAR MLS PUBLIC RECORDS, AS PART OF THE SCOPE OF WORK, ZONING, SALES HISTORY WERE ALSO PART OF THE SCOPE OF WORK REQUIRED BY USPAP DIFFERENCES IN INFORMATION SYSTEMS REQUIRED THE APPRAISER TO FURTHER INVESTIGATE AND RELY ON THE SOURCE THAT WAS IN THE OPINION OF THE APPRAISER MOST ACCURATE. ANY SUBSEQUENT REVIEW ON THIS APPRAISAL MUST UTILIZE THE SOURCES NOTED OTHERWISE THEY COULD BE RELYING ON DATA THAT HAS ALREADY BEEN DETERMINED BY THIS APPRAISER NOT TO BE RELIABLE OR IN CONFORMANCE WITH THE VALUE OPINION REQUIRED OF THIS ASSIGNMENT. CONSULT THE LIMITING CONDITIONS FOR THE DEFINITION OF VALUE AND WHAT WAS REQUIRED OF THE COMPARABLES FOR FORMING AN OPINION OF VALUE. ALL COMPS INSPECTED FROM STREET. PHOTOS MAY BE FROM APPRAISERS FILES OR MLS, AND ACCURATELY REFLECT THE COMPARABLES AT TIME OF SALE.

Conditions of Appraisal

THIS REPORT IS SUBJECT TO THE ATTACHED ASSUMPTIONS AND LIMITING CONDITIONS. APPRAISAL SUBJECT TO FINDINGS FROM A HOME INSPECTION AND/OR INSPECTION/FINDINGS FROM LICENSED CONTRACTOR AND COST ESTIMATES TO CURE SUBJECT DEFERRED MAINTENANCE AND WITH THE EXTRAORDINARY ASSUMPTION THAT THE INTERIOR OF THE SUBJECT PROPERTY IS NO MORE SEVERE AND/OR CONSIDERED A TOTAL LOSS WITH NO SALVAGEABLE ASPECTS, RESULTING IN THE NEED TO DEMOLISH ENTIRE STRUCTURE. IF A HYPOTHETICAL CONDITION AND/OR AN EXTRAORDINARY ASSUMPTION WAS USED IN THIS REPORT, ITS USE MIGHT HAVE EFFECTED THE ASSIGNMENT RESULTS.

ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File No.: V190117 Case No.:			
Property Address: 4215 ERRESS BLVD City: PENSACOLA	Case f	No.: Zip: 32505		
	State. 1 L	p. 02000		

Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as " the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

- 1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
- 2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.
- 3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.
- 4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.
- 5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.
- 6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.
- 7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.
- 8. The appraiser specializes in the valuation of real property and is not a home inspector, building contractor, structural engineer, or similar expert, unless otherwise noted. The appraiser did not conduct the intensive type of field observations of the kind intended to seek and discover property defects. The viewing of the property and any improvements is for purposes of developing an opinion of the defined value of the property, given the intended use of this assignment. Statements regarding condition are based on surface observations only. The appraiser claims no special expertise regarding issues including, but not limited to: foundation settlement, basement moisture problems, wood destroying (or other) insects, pest infestation, radon gas, lead based paint, mold or environmental issues. Unless otherwise indicated, mechanical systems were not activated or tested.

This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.

Unless otherwise noted, the appraiser assumes the components that constitute the subject property improvement(s) are fundamentally sound and in working order.

Any viewing of the property by the appraiser was limited to readily observable areas. Unless otherwise noted, attics and crawl space areas were not accessed. The appraiser did not move furniture, floor coverings or other items that may restrict the viewing of the property.

- 9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.
- 10. Unless the intended use of this appraisal specifically includes issues of property insurance coverage, this appraisal should not be used for such purposes. Reproduction or Replacement cost figures used in the cost approach are for valuation purposes only, given the intended use of the assignment. The Definition of Value used in this assignment is unlikely to be consistent with the definition of Insurable Value for property insurance coverage/use.
- 11. The ACI General Purpose Appraisal Report (GPAR™) is not intended for use in transactions that require a Fannie Mae 1004/Freddie Mac 70 form, also known as the Uniform Residential Appraisal Report (URAR).

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

12. This appraisal is not for the purpose of, or to be used in a federally related transaction.



File No. V190117

Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
- 4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- 8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.
- 9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

Additional Certifications:

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

This is a restricted report.

Definition of Value:	X Market Value	Other Value:		
Source of Definition: FIR	REA			
FIRREA DEFINITION OF MARKET VALUE: The Intended User of this appraisal report is the Client. The Intended Use is to evaluate				

FIRREA DEFINITION OF MARKET VALUE: The Intended User of this appraisal report is the Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

ADDRESS OF THE PROPERTY APPRAISED:				
4215 ERRESS BLVD				
PENSACOLA, FL 32505				
EFFECTIVE DATE OF THE APPRAISAL: October 23, 2019				
APPRAISED VALUE OF THE SUBJECT PROPERTY \$ 9,000				
APPRAISER	SUPERVISORY APPRAISER			
Signature: Utility Harrison	Signature:			
Name: VICTOR HARRISON/CERT RES RD7470	News			
Company Name: GULF COAST APPRAISALS	Company Name:			
Company Address: 1301 WILSON AVENUE	Company Address:			
PENSACOLA, FL. 32507				
Telephone Number: (850) 457-3552	Telephone Number:			
Email Address: GULFCAPPRAISALS@AOL.COM	Email Address:			
State Certification # CERT RES RD7470	State Certification #			
or License #	or License #			
or Other (describe): RD7470 State #: FL	State:			
State:	Expiration Date of Certification or License:			
Expiration Date of Certification or License: 11/30/2020	Date of Signature:			
Date of Signature and Report: 10/27/2019	Date of Property Viewing:			
Date of Property Viewing: October 23, 2019	Degree of property viewing:			
Degree of property viewing:	Interior and Exterior Exterior Only Did not personally view			
X Interior and Exterior Exterior Only Did not personally view				



ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File No.: V190117	
Property Address: 4215 ERRESS BLVD Case No.:		No.:
City: PENSACOLA	State: FL	Zip: 32505

Definition of Value

Clarification of Intended Use and Intended User:

The Intended User of this appraisal report is the Client. The Intended Use is to evaluate the property that is the subject of this appraisal but not for a federally related mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

SCOPE OF WORK: THE APPRAISAL ASSIGNMENT HAS BEEN IDENTIFIED BY THE CLIENT AS THE APPRAISERS OPINION OF CURRENT MARKET VALUE OF THE ADDRESS IDENTIFIED HEREIN, AND THE REQUIREMENTS OF THIS APPRAISAL REPORT FORM, INCLUDING THE DEFINITION OF MARKET VALUE AS STATED IN THE LIMITED CONDITIONS, THE STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS, AND CERTIFICATIONS, FOR PURPOSES OF THIS APPRAISAL REPORT, THE STATEMENT THAT "THE APPRAISER MUST, AT A MINIMUM: (1) PERFORM A COMPLETE VISUAL INSPECTION OF THE INTERIOR AND EXTERIOR AREAS OF THE SUBJECT PROPERTY," IT SHALL BE NOTED THAT THIS INSPECTION CONSISTED OF VISUALLY OBSERVING THOSE AREAS THAT WERE READILY AND EASILY ACCESSIBLE TO THE LAYMANS EYE. ATTIC'S AND CRAWL SPACES WERE NOT OBSERVED, ROOFS WERE NOT CLIMBED, BUT WERE VISUALLY OBSERVED FROM THE GROUND. INTERIOR WALLS WERE NOT ACCESSED, AND STRUCTURAL ASSESSMENTS WERE NOT MADE UNLESS SO STATED. THE APPRAISER IS NOT A QUALIFIED HOME INSPECTOR AND ONLY THOSE ADVERSE CONDITIONS THAT WERE READILY AND VISUALLY OBSERVABLE WERE REPORTED, IF ANY. "(2) INSPECT THE NEIGHBORHOOD" SUGGESTS AND INDICATES THAT THE APPRAISER DROVE THE NEIGHBORHOOD, VISUALLY OBSERVING FROM THE STREET, THE CONDITION AND APPEAL OF EXISTING DWELLINGS AND VACANT LOTS. "(3) INSPECT EACH OF THE COMPARABLE SALES FROM AT LEAST THE STREET," SUGGESTS AND INDICATES A VISUAL OBSERVATION FROM AN AUTOMOBILE STOPPED IN FRONT OF THE COMPARABLE PROPERTY, AND WHAT CAN BE DETERMINED BY SUCH AN INSPECTION. "(4) RESEARCH, VERIFY AND ANALYZE DATA FROM RELIABLE PUBLIC AND/OR PRIVATE SOURCES." THIS STATEMENT SHALL MEAN THAT THE APPRAISER GATHERED INFORMATION FROM THE PROPERTY APPRAISERS OFFICE VIA THEIR WEB SITE, AND/OR TELEPHONE, AND/OR PERSONAL OFFICE VISIT, OR OTHER SOURCES SEVICE, VIA THEIR WEB SITE, AND/OR TELEPHONE, AND/OR PERSONAL OFFICE VISIT, OR OTHER SOURCES ARE IDENTIFIED AS USED. THESE FINDINGS, ANALYSIS, OPINIONS AND CONCLUSIONS ARE THEN REPORTED IN AN APPRAISAL FORMAT ON THE APPROPRIATE FORM.

SUBJECT PROPERTY PHOTO ADDENDUM

Client:NEIGHBORHOOD & HUMAN SERVICES DEPARTMENTFile No.:V190117Property Address: 4215 ERRESS BLVDCase No.:City:PENSACOLAState: FLZip: 32505



FRONT VIEW OF SUBJECT PROPERTY

Appraised Date: October 23, 2019 Appraised Value: \$ 9,000



REAR VIEW OF SUBJECT PROPERTY



STREET SCENE

COMPARABLE PROPERTY PHOTO ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File No.: V190117		
Property Address: 4215 ERRESS BLVD	Case	e No.:	
City: PENSACOLA	State: FI	7in: 32505	



COMPARABLE SALE #1

2626 DELANO ST PENSACOLA, FL 32505 Sale Date: 09/06/2019 Sale Price: \$ 29,500



COMPARABLE SALE #2

711 FREMONT AVE PENSACOLA, FL 32505 Sale Date: 08/14/2019 Sale Price: \$ 24,500



COMPARABLE SALE #3

179 N OLD CORRY FIELD RD PENSACOLA, FL 32507 Sale Date: 08/07/2019 Sale Price: \$ 50,000

INTERIOR PHOTOS

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File No.: V190117		
Property Address: 4215 ERRESS BLVD	Case	e No.:	
City: PENSACOLA	State: FL	7in: 32505	



INTERIOR



INTERIOR



INTERIOR

SUPPLEMENTAL PHOTOS

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File No.: V190117		
Property Address: 4215 ERRESS BLVD	Case	e No.:	
City: PENSACOLA	State: FL	7in: 32505	



UTILITY ROOM



UTILITY ROOM



BEDROOM

SUPPLEMENTAL PHOTOS

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File I	No.: V190117
Property Address: 4215 ERRESS BLVD	Case	e No.:
City: PENSACOLA	State: FI	7in: 32505



BATHROOM



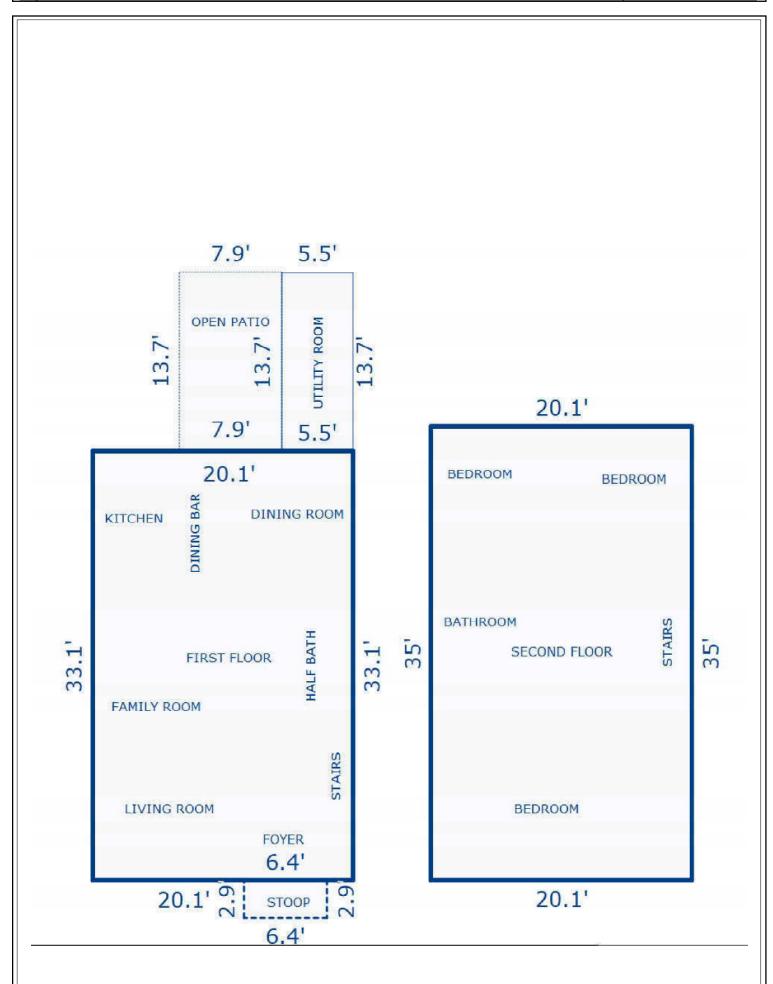
HALF BATH



REAR

FLOORPLAN SKETCH

Client:NEIGHBORHOOD & HUMAN SERVICES DEPARTMENTFile No.:V190117Property Address: 4215 ERRESS BLVDCase No.:City:PENSACOLAState:FLZip: 32505



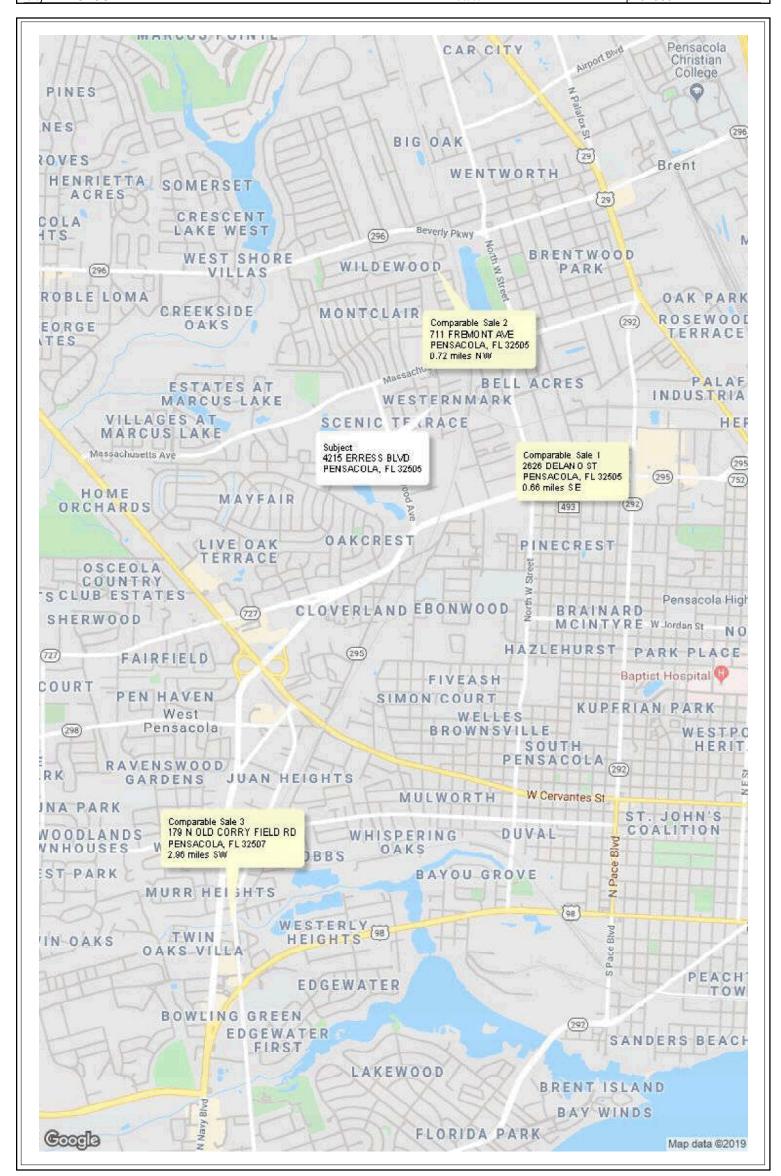
PLAT MAP

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File N	No.: V190117
Property Address: 4215 ERRESS BLVD	Case	e No.:
City: PENSACOLA	State: FL	Zip: 32505

20.12 19.93 20.06 20.12 19.93 20.06

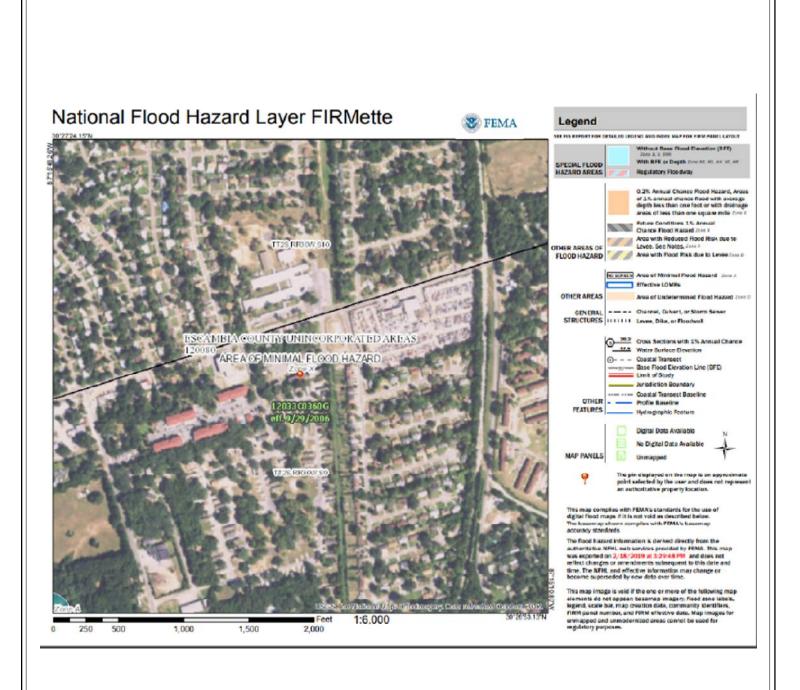
LOCATION MAP

Client:NEIGHBORHOOD & HUMAN SERVICES DEPARTMENTFile No.:V190117Property Address: 4215 ERRESS BLVDCase No.:City:PENSACOLAState: FLZip: 32505



FLOOD MAP

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File N	lo.: V190117
Property Address: 4215 ERRESS BLVD	Case	No.:
City: PENSACOLA	State: FL	Zip: 32505



BOUNDARY & IMPROVEMENTS EXHIBIT "A"

Legal Description: (Per O.R. Book 7341, Page 93). Prepared at the request of the Community Redevelopment Agency January 29, 2020

Portions of Block "H", Westernmark Subdivision, Escambia County, Florida, recorded in Plat Book 7, Page 81, more particularly described as units as follows:

Unit 28: Commencing at the Northeast corner of Lot 10, Block "H", thence along the East line of said Lot South 8 degrees 12 minutes 00 seconds East 42.95 feet for a Point of Beginning, thence continue along said East line South 8 degrees 12 minutes 00 seconds East, 20.06 feet, thence South 81 degrees 31 minutes 32 seconds West, 165.00 feet to the West line of said Lot 10, thence along said West line North 8 degrees 12 minutes 00 seconds West, 20.06 feet, thence North 81 degrees 31 minutes 32 seconds East, 165.00 feet to the Point of Beginning. Being a part of Lot 10.

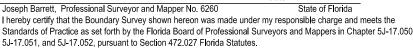
SURVEYOR NOTES:

- 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))
 - d. North as shown hereon is referenced to Florida Department of Transportation (FDOT) Horizontal Control Network.
- 3) Joseph Barrett, Florida Professional Surveyor and Mapper did not perform a title search, nor however a title search been provided. Therefore, the survey shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
- 4) 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, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
- 5) This survey does not reflect, determine, or guarantee ownership.
- 6) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
- 7) 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.
- 8) 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).
- 9) The field survey was performed on January 14, 2020 and recorded in Field Book 540, Pages 38 & 39.
- 10) Right of way and parcel lines are based on the Escambia County Property Appraiser Tax maps.
- 11) Improvement locations shown hereon may be exaggerated and not to scale for clarity purposes.
- 12) Documents used in the preparation of this Boundary survey: Escambia County Property Appraiser Tax Maps; existing field monumentation, and the Following Legal Description recorded in the Public Records of Escambia County, Florida: O.R. Book 7341, Page 93; Plat Book 7, Page 81 of the public records of Escambia County, Florida.
- 13) The description and boundary survey are not full and complete without the other.
- 14) Boundary lines as shown were determined by a boundary survey performed by Escambia County.
- 15) The official record of this survey is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.
- 16) The survey error of closure meets the Survey Standards of Practice.

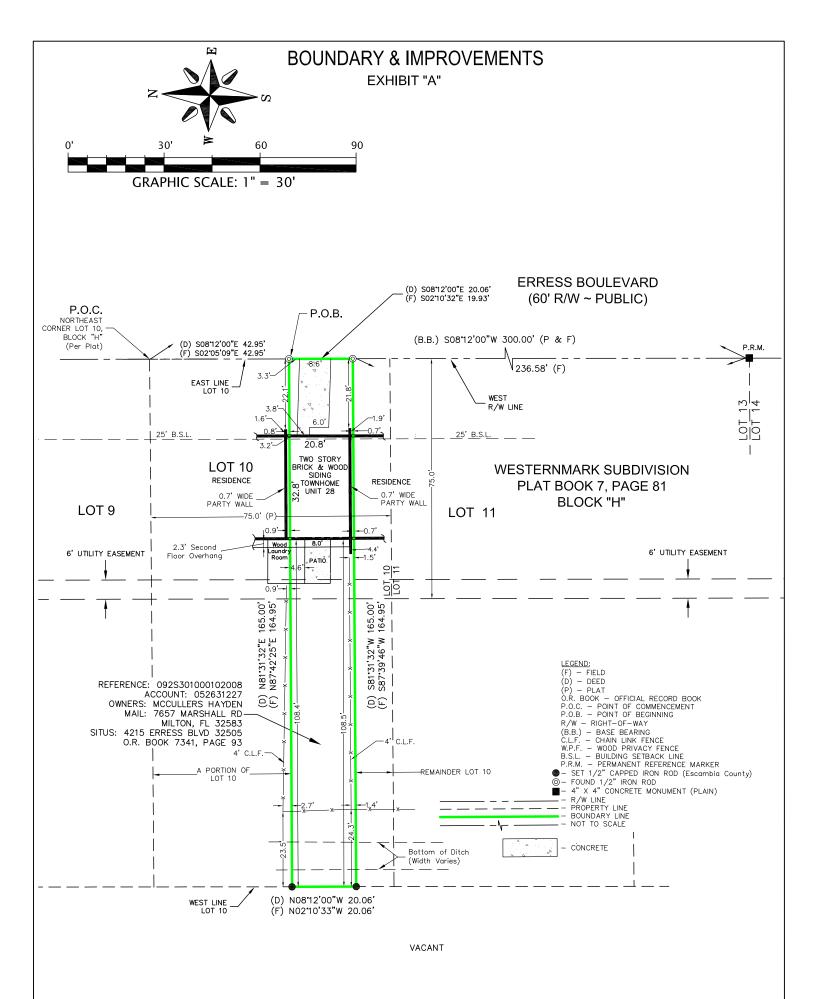
Drawn By: MK	Project No.: 2		
Survey Date: 01/14/2020	Drawing No. I		
Drawing Date: 01/29/2020	Field Book: 54	0 Page: 38, 39	
Section, Township, Range:	09, T-2-S, R-	-30-W	
Type of Survey: BOUNDARY & IMPROVEMENTS Sheet No. 1 of		Sheet No. 1 of 2	
Revisions:		Date:	Jose I her
			ner

ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Date:

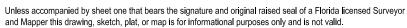






Drawn By: MK	Project No.: 20200006		
Survey Date: 01/14/2020	Drawing No. L-6110		
Drawing Date: 01/29/2020	Field Book: 540 Page: 38, 39		
Section, Township, Range:	09, T-2-S, R	-30	O-W
Type of Survey: BOUNDARY & IMPROVEMENTS		Sh	eet No. 2 of 2
Revisions:			Date:

ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505







BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17693 County Administrator's Report 8. 4. BCC Regular Meeting Discussion

Meeting Date: 04/02/2020

Issue: West Florida Public Libraries Board of Governance Appointees

From: TODD HUMBLE, Library Services Director

Organization: Library Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointments to the West Florida Public Library Board of Governance - Todd Humble, Library Services Director

That the Board take the following action:

A. Reappoint Dr. Laura P. Bryant to the West Florida Public Library Board of Governance, for a two-year term, effective March 1, 2020, to February 28, 2022; and

- B. Appoint one of the following:
- 1. Diane Davis;
- 2. Catherin Storey; or
- Grace Buenavista

to the West Florida Public Libraries Board of Governance, for a two-year term, effective March 1, 2020 to February 28, 2022, to replace Sally B. Fox, whose appointment expired on March 1, 2020.

Escambia County's Community and Media relations Office posted a General Alert on the County's website from January 6, 2020, to February 14, 2020, to seek volunteers to be considered for an appointment to the West Florida Public Library Board of Governance. The Resumes of three individuals interested in serving and of one individual interested in continuing to serve on the Board of Governance were received.

BACKGROUND:

Escambia County's Community and Media relations Office posted a General Alert on the County's website from January 6, 2020, to February 14, 2020, to seek volunteers to be considered for an appointment to the West Florida Public Library Board of Governance. The Resumes of three individuals interested in serving and of one individual interested in continuing to serve on the Board of Governance were received.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section 1, Part B.1, of the Board of County Commisioner's Policy Manual, Board approval is required for all appointments/reappointments to the Boards and Committees established by the Board of County Commisioners.

IMPLEMENTATION/COORDINATION:

Nominees will be notified of the Board's decisions upon approval.

Attachments

Dr Laura Bryant
B Diane Davis
Catherin Storey
Grace Buenavista
General Alert

Laura Bryant 5807 Perkins Street Pensacola, FL 32526

To Whom It May Concern,

I, Laura Bryant, wish to be considered for reappointment to the West Florida Public Library Board of Governance (WFPL BoG) to continue working for the residents of Escambia. I have been an Escambia County resident for the past 22 years and feel I am qualified to continue in this role. I have been a community volunteer with Big Brothers Big Sisters, the Lupus Support Network, The Pensacola Rose Society, and the Greater Pensacola Orchid Society. I currently serve as the Vice-Chairperson for the WFPL BoG and am (should I be reappointed) the incoming chair starting in March of 2020. I am also the Chairwoman of the Northwest District 1 Advisory Committee, serving in this role for over 1 year as we work to shape the development in the D1 area. Part of this has been securing approval and funding for the area for a local library. Happily we did both the plans are now underway to move through the process of establishing the library design and from there constructing the first library in the D1 area.

I am a user of the library and have enjoyed its services since becoming a resident in 1998. I believe that the libraries in our area serve a vital function and would like to see that function continue and grow utilizing new technologies as they become available. As a professor at both the University of West Florida and Pensacola State College, I have first-hand experience with the needs of local residents with respect to their local libraries. Additionally, I am an avid user of computer technology, smart devices, and the internet which allows me to better connect with my students and teach them the myriad of ways that their local libraries can help them be successful and contributing members of our local community. As a professor, I regularly teach classes of over 25 students and am comfortable not only of standing in front of large groups of people but also of getting them to become comfortable with each other to get the most out of their educational experience.

Finally, I have both long- and short-term planning experience in my full-time job as a personnel psychologist. In this capacity I must develop a year and a half schedule and a monthly schedule to ensure exams are developed, updated, and reviewed in a timely fashion. I am also responsible for facilitating conferences with subject matter experts to ensure that work is completely in a timely fashion and that the work passes our quality assurance standards. As a team lead I also serve as the facilitator for three different teams which are all involved in different parts of a larger redevelopment process taking place within the organization over the next 5 years.

I appreciate the time you have taken to consider me for this position. Feel free to contact me if you have any questions.

Very Respectfully,

Laura Bryant, PhD

Laurapbryant01@gmail.com

(850) 313-1415

Laura P. Bryant, PhD

5807 Perkins Street Pensacola, FL 32526 Phone (850) 313-1415 Fax (850) 542-7421

Email: laurapbryant01@gmail.com LinkedIn: www.linkedin.com/in/laurapbryant

CURRENT POSITIONS

Personnel Psychologist

April 2008-Present

Exam Development Division

Naval Education and Training Professional Development Center, Saufley Field Pensacola, FL

Duties:

- Provide professional oversight in the development, production, and validation of norm-referenced Navy enlisted advancement examinations which are used to select individual sailors for promotion
- Develop and provide briefs to organizational leadership concerning the status of process improvement teams and deliverables
- Develop instructional programs to correct examination deficiencies, evaluate and interpret trends in psychometrics, including norm-referenced and criterion-referenced testing, performance-based testing and meta-analysis
- Evaluate and report on statistical analysis of end-of-course examinations
- Provide professional oversight and facilitation of teams of senior enlisted fleet subject matter experts
 and associated NAC personnel during Advancement Exam Readiness Reviews (AERRs) to ensure the
 development, review, maintenance, and revision of test banks used in high-stakes testing
- Serve as senior exam project leader and coordinator for AERRs
- Directly deliver formal training, on-the-job training, and mentoring to junior personnel psychologists and interns
- Identify and address deficiencies within the Navy Enlisted Advancement System including exam development, bank health and maintenance, test construction, job analysis, and item development
- Interpret statistical results and develop strategies to improve exams that deviate from desired statistical outcomes
- Keep current in relevant peer-reviewed literature concerning testing methods (criterion, norm referenced, and performance), measurement techniques, organizational design and performance, and leadership techniques and models
- Instruct military and civilian personnel on the principles of examination development and statistical and psychometric analysis
- Serve as acting branch head in the absence of the branch head
- Serve on process improvement teams including the redesign of test development program used to develop enlisted examinations
- Maintain active Secret security clearance

Major Accomplishments:

- Worked with consultants from EasiConsult to develop processes related to job analysis, psychometric
 principles of exam development, industry-standard item writing requirements for norm-referenced
 examinations, and development of a training process for Navy Advancement Personnel in the new
 processes
- Created a new exam development process used to for Navy enlisted examinations to include a job

analysis process, an item writing standards process, and a bank management process in accordance with current job analysis and test development standards including but not limited to the Uniform Guidelines on Employee Selection Procedures, the SIOP Principles for the Validation and Use of Personnel Selection Procedures, and the Standards for Educational and Psychological testing

- Developed long-term strategic plan to implement new exam construction processes
- Developed new standard operating procedures for the development of exam test plans and test outlines
- Developed new programs using psychometrics to analyze the health, reliability, and needs of exam banks
- Lead team of select individuals in the implementation of new test development processes for exam team leaders
- Developed new training processes to provide formal, on-the-job-training and mentoring to junior personnel psychologists
- Trained 3 new team leaders over the course of 6 years requiring individual mentoring and training for, on average, 1 year to ensure new employees were fully trained

Adjunct Professor

March 2016 – December 2018

School of Business, Engineering, Information Technology, Humanities, & Social Sciences Eastern Gateway Community College, Steubenville, OH

Duties (varies hours/week \$1300.00/course):

- Prepare psychology and management lectures for delivery to students
- Set-up online classroom environments for web delivery of content for class to students and collection of class materials via online submission
- Evaluate student papers and examinations during the semester and provide verbal and written feedback on ways to improve and/or continue being successful in the course
- Engage students during the learning process, integrating textbook and scholarly peer-reviewed journal
 articles into their daily life and providing the information in conjunction with related current news
 content
- Provide weekly individualized feedback to students regarding their success and progress throughout the course
- Develop course content including, exams, discussion, and writing assignments to keep students
 engaged in the online program and to encourage critical thinking throughout the course of the subject
 matter presented

Assistant Professor

June 2018 – Present

School of Arts and Humanities American Public University System

Duties:

- Set-up online classroom environments (Sakai LMS) for web delivery of content for class to students and collection of class materials via online submission
- Engage students during the learning process, integrating textbook and scholarly peer-reviewed journal articles into their daily life and providing the information in conjunction with related current news content
- Provide weekly individualized feedback to students regarding their success and progress throughout

the course

- Facilitate discussions of textbook topics between students with regard to the application of the topics to their daily lives and past experiences
- Participate in at least two professional seminars
- Develop and maintain course content and textbooks for 6 undergraduate and graduate courses

Major Accomplishments

- Serve as curriculum developer for undergraduate and graduate Psychology courses
 - Develop and maintain current and relevant references from scholarly/peer-reviewed/academic sources for the course
 - o Develop tests and writing assignments in accordance with Carnegie Hour Standards
 - Restructure graduate Psychology course to meet new University requirements and allow course to be auto-imported
 - O Develop new electronic assignment rubrics and standards within the rubrics to determine proficiency levels for assignments
- Serve on committee charged with revising and developing Academic Standards of Course Quality for the University with the goal of implementing standards University-wide within the next 12 months

Current Board and Committee Memberships

West Florida Public Library Board of Governance Vice-Chairwoman (Incoming Chairwoman)

West Florida Public Library System Pensacola, FL

Duties:

- Advise and assist the West Florida Public Library and Library Director, with its programs, activities, and operational issues as defined in the strategic and annual plan(s)
- Approve any discontinuance in the operation and funding of the library system's facilities or consolidation of library system facilities
- Conduct an annual evaluation of the Library Director/Library Administrator
- Establish policy and oversee the management of the West Florida Public Library in conjunction with the Library Director
- Make recommendations to the Escambia County Board of County Commissioners regarding the annual budget (over 5 million dollars annually)
- Oversee the administration and operation of the WFPL
- Review bylaws and policies annually
- Submit an annual budget in accordance with the budget calendar to the Escambia County Board of County Commissioners

Major Accomplishments

- Approve new commercial vehicles for use by the West Florida Public Library including a new bookmobile
- Determine and approve use of budget and surplus funds to construct District 1 library
- Develop plan to build a new library in District 1 of Escambia county which currently has no library facilities
- Investigate and approve property for use in the creation of a District 1 library

Northwest Florida District 1 County Commissioner Advisory Council Chairwoman

Pensacola, FL

Duties:

- Analyze information relating to development of properties in Escambia County
- Explore, research, and provide technical expertise concerning the best use of land using county funds
- Develop surveys to gather information concerning needs and wants of citizens to be analyzed and examined in the context of district and county needs and wants and provide this information in everyday language to citizens and county commissioners
- Develop agenda and schedule for advisory council and preside over meeting
- Lead group in the development and implementation of a long-term master plan for District 1 of Escambia County, Florida
- Investigate possible solutions for pending issues of importance to the communities of District 1
- Provide cost analysis for potential use of land and development to the Escambia County Commissioners
- Provide briefs to the County Commissioners concerning needs of the county as weighed against the needs and wants of the local community residents
- Coordinate with the Escambia County District 1 Commissioner on the use of other areas in the district which are also be developed
- Submit an annual report regarding issues deliberated by the committee and any additional reports or recommendations that the committee deems necessary

Previous Employment Experience

Adjunct Professor

January 2013 – December 2018

Psychology, History Languages, and Social Sciences Department Pensacola State College, Pensacola, FL

Duties (3 hours/week \$1300.00/course):

- Prepare psychology lectures for delivery to students
- Set-up online classroom environment (Canvas and Angel) for web delivery of content for class to students and collection of class materials via online submission
- Evaluate student papers and examinations during the semester and provide verbal and written feedback on ways to improve and/or continue being successful in the course
- Engage students during the learning process, integrating textbook and scholarly peer-reviewed journal
 articles into their daily life and providing the information in conjunction with related current news
 content
- Facilitate discussions of textbook topics between students with regard to the application of the topics to their daily lives and past experiences
- Develop course content including, exams, discussion, and writing assignments to keep students
 engaged in the online program and to encourage critical thinking throughout the course of the subject
 matter presented

Adjunct Faculty

October 2017 – June 2019

School of Psychology, College of Online and Continuing Education Southern New Hampshire University

Duties (varies hours/week \$2200.00/course):

- Set-up online classroom environments (eLearning) for web delivery of content for class to students and collection of class materials via online submission
- Engage students during the learning process, integrating textbook and scholarly peer-reviewed journal
 articles into their daily life and providing the information in conjunction with related current news
 content
- Provide weekly individualized feedback to students regarding their success and progress throughout the course
- Facilitate discussions of textbook topics between students with regard to the application of the topics to their daily lives and past experiences

Adjunct Faculty

August 2017 – December 2018

School of Psychology, College of Social and Behavioral Science University of West Florida, Pensacola, FL

Duties (varies hours/week \$2200.00/course):

- Develop and deliver I/O psychology lectures to students
- Set-up online classroom environments (eLearning) for web delivery of content for class to students and collection of class materials via online submission
- Evaluate student papers and examinations during the semester and provide verbal and written feedback on ways to improve and/or continue being successful in the course
- Engage students during the learning process, integrating textbook and scholarly peer-reviewed journal
 articles into their daily life and providing the information in conjunction with related current news
 content
- Provide weekly individualized feedback to students regarding their success and progress throughout the course
- Develop course content including, exams, discussion, and writing assignments to keep students
 engaged in the online program and to encourage critical thinking throughout the course of the subject
 matter presented

Applications Analyst

May 2005-April 2008

Naval Aerospace Medical Institute Lockheed Martin Corporation, NAS Pensacola, FL

Duties (40 hours/week \$42,000.00/annually):

- Analyze data collected from Aviation Selection Test Battery (ASTB) prototype testing using statistical software
- Assist in the planning and testing of prototype tests for ASTB
- Assist the lab manager with administration of other tests currently under development
- Develop and review potential items to be used on the ASTB

- Develop and test prototype tests for the ASTB
- Facilitate conferences to evaluate and revise test item banks for Navy pilot admission
- Maintain the item database for the ASTB
- Provide briefs concerning the status of the ASTB development and items to be used to Senior-level Navy Officers

Major Accomplishments:

- Part of development team charged with revalidating the ASTB using principles of item-response theory to become an online, on-demand computer adaptive exam
- Developed three parallel forms of the current paper and pencil test battery to ensure effectiveness was maintained while the new online battery was developed
- Field tested every new item for the ASTB using future Navy pilots to ensure validity and reliability of test items

Assistant Store Manager

October 2003-May 2005

Blockbuster Inc.

Milton, FL

Duties (36 hours/week \$32,000.00/annually):

- Supervised and trained customer service representatives
- Assisted in interviewing and hiring new individuals for the company
- Trained new employees and managers
- Evaluated employees for performance
- Ensured development of personnel improvement development plans
- Provided direction and disciplinary action to customer service representatives
- Handled customer complaints and concerns
- Developed store monthly, quarterly, and yearly budget including projections for payroll, purchases, and training requirements
- Analyzed store finance trends for employee hours, payroll needs, and purchasing needs
- Ensured adherence to federal labor laws, EEO guidance, and company policies by all employees
- Assigned daily work tasks to subordinates
- Received shipments into inventory
- Counted cash drawers and made daily bank deposits
- Completed monthly budget including projecting payroll and store expenses

Academic Experience

Course Instruction

Scope. Over the last 6 years I have instructed both online and face-to-face classroom undergraduate and graduate courses in business, industrial/organizational psychology, marketing, assessments and testing, human growth and development, and general psychology as adjunct and full-time faculty at several institutions. A list of courses instructed by institution is provided below.

American Public University System Course Instructed
PSYC 101 Introduction to Psychology
PSYC 360 Psychology of Terrorism

PSYC 431 Psychology of Disaster PSYC 498 Senior Seminar in Psychology PSYC 630 Crisis and Emergency Intervention

Eastern Gateway Community College Courses Instructed

BUS 201 Principles of Marketing BUS 206 Entrepreneurship MGT 202 Organizational Behavior PSY 101 General Psychology PSY 203 Social Psychology

Pensacola State College Courses Instructed

DEP 2004 Human Growth and Development PSY 2012 General Psychology

Southern New Hampshire University Courses Instructed

PSY 335 Assessment and Testing PSY 324 Cross-Cultural Psychology PSY 258 Industrial & Organizational Psychology PSY 224 Research 2: Scientific Investigation SCS 224 Social Science Research Methods

University of West Florida Course Instructed

INP 3004 Industrial and Organizational Psychology

Professional Education

PhD (2022 expected) Walden University, Public Policy & Administration PhD (2016) Walden University, Organizational Psychology MS (2009) Walden University, Industrial/Organizational Psychology BA (2005) University of West Florida, General Psychology

Educational Courses Relevant to Desired Position (Masters degree level and higher)

Ethics and Standards of Professional Practice
Foundations of I/O Psychology
Governance and Public Policy
Group Dynamics
Leadership & Organizational Change
Leadership Development
Leadership Process Change
Management & Leadership in a Global Context
Personnel Psychology in the Workplace
Psychology of Organizational Behavior
Qualitative Reasoning
Quantitative Reasoning
Research Design
Research Theory
Strategic Planning: Collaboration, Coordination, and Cooperation

Statistics I Statistics II Tests and Measurements

Certifications/Qualifications

Lean Six Sigma Green Belt 20 additional CE credits in statistical analysis (certified through the American Psychological Association)

Technological Proficiencies

Microsoft Excel
Microsoft Word
Microsoft PowerPoint
Microsoft Access
Statistical Packages for the Social Sciences (SPSS)

Personal Awards

Escambia County Big Sister of the Year On the Spot Award, Navy Advancement Center (4) Civilian of the Week

Professional Memberships

- American Psychological Association
- Society for Industrial and Organizational Psychology (annual meeting submission reviewer)
- Academy of Management (annual meeting submission reviewer)
- PSI CHI Association
- Association of Florida Colleges
- American Association of University Professors

Publications, Presentations, and Facilitations (select)

- Panel Moderator, *Internalizing Patriarchy*, 16th Annual Women's Studies Conference (2017), University of West Florida, Pensacola, FL
- Bryant, L. (2016). Faculty Career-Enhancing Training Opportunity Effects on Perceived Organizational Support, Job Satisfaction, and Organizational Commitment (Dissertation) Examined the interaction of job satisfaction, perceived organizational support, and organizational commitment with each other and also the level of influence that the receipt of career-enhancing training (internal training opportunities for leadership development, external attendance at professional conferences, external training for skill development, etc.) had on each of these variables individually and with each other. A moderation analysis was conducted using SPSS, after collecting data, using previously validated instruments to measure job satisfaction, organizational commitment, and perceived organizational and an individually develop survey to measure types and frequency of career-enhancing training opportunities.
- Bryant, L. (2009). The Impact of Teachers' Expectations and African American Student Performance. (Thesis)
- Olson, T. M., Stricker, L. J., & Bryant, L. P. (2005). The Aviation Selection Test Battery (ASTB)
 Biographical inventory: Past, Present, & Future. 11th Annual Meeting of the Association of Military
 Surgeons of the United States. Nashville, TN.

108 S. Alcaniz St., Unit 107 Pensacola, Florida 32502 (773) 315-1809

January 23, 2020

Mr. Todd J. Humble Director West Florida Public Libraries 239 N. Spring St. Pensacola FL 32502

Dear Mr. Humble:

I would like to volunteer to be considered for an appointment to the West Florida Public Library Board of Governance. I have been a resident of Pensacola for nearly 7 years, having moved here from Chicago, where I also maintain a home. During that time, I have participated in the Popular Literature Book Club, aptly facilitated by Amy Horosky, and have attended various presentations and meetings at the downtown library. And, of course, I've used the library collection.

A brief resume is attached, and I have outlined some of my experiences that I believe to be most relevant to some of the duties of a library board member:

Oversight of the Management of Library Services – I have been involved with libraries virtually my entire life. Probably my most relevant work experience is that as a Dean of two different academic divisions at Oakton College; I served on selection committees and supervised/evaluated the work of 3 librarians in each of these divisions. As VP I was responsible for hiring and evaluating the work of the Director of Library Services and the Director of Media Services. I found working with the library staff a real bright spot in my work; they were all very bright, well-read professionals who had one thing on their minds—serving the students, faculty, and the community.

Annual Budget – At Deltak, Inc. I was responsible for the development and administration of the Education Consulting budget accommodating sales projections, staffing levels, and corporate training costs. Plus, at the college, division budgets under my control were governed tightly by State statute, real estate tax revenues, and college mission statements--and they were sizable. I have done both zero-based and incremental budgeting—each method has strengths and challenges—and probably learned the most about how to develop workable budgets by defending my choices to a miserly VP of Finance, who subsequently became a friend. This was a frustrating experience that was also quite instructive.

<u>Working with Interlocal Agreements</u> – Two areas of experience come to mind here: 1) College transfer programs at a community college center around developing transfer/articulation agreements between the college and various transfer institutions. I

have had extensive experience in developing articulation agreements, including cooperative agreements directly with universities to share faculty and students in some professional teaching areas. So, I think I understand the need to maintain the integrity of those agreements that have often been hard-fought compromises. 2) As a Director for the Illinois Education Association, I negotiated labor contracts and processed grievances and arbitrations, all subject to state and federal employment laws. So, I am well aware of the need to adhere to all existing policies, procedures, and governmental regulations along with ratified contract provisions.

Annual and Long-range Strategic Planning – Having participated in scores of planning processes in my professional and volunteer life and having conducted training seminars on how to develop such processes, I'm well aware of the importance of the involvement of stake holders, the need to keep the organization's mission and purpose in the forefront of the process, and the desirability of a process that is so straight forward as to encourage real, not magical, thinking. So many plans—even well-crafted ones--end up in file cabinets without ever being looked at again. I've learned that an effective plan, whether it be short- or long-term, needs to be a living document, one that can be massaged as needed as the unknowable future unfolds and new community needs emerge. The plan should be a blueprint of where to start and how to proceed, all while knowing that certain risks are worth taking.

In summary, and looking at your needs from ten paces back, I believe my many years of experience as a professional educator in public and private schools, as a training consultant for Fortune 500 corporations, as a labor negotiator, and as a community member in small and large cities in Illinois and Florida, have prepared me to be an effective member of your Board. And, there's no question in my mind: I would be an enthusiastic one! Plus, knowing myself, I love to work with people, to help diverse groups come to a meeting of the minds—consensus, if you will—and to listen to the multiple voices that have to be heard and considered. And, I think it would be fun to work with a group of like-minded individuals who just want to help Northwest Florida be the best place in the country to live, work, learn, and enjoy congregating at the library. What a great way to give back to this dynamic community!

If I can provide more information or ideas, don't hesitate to contact me at 773-315-1809; I would happy to meet with you or your committee as this process unfolds. Thanks so much for your consideration.

Sincerely,

B. Diane Davis

B. Diane Davis

Attachment: Brief Resume

B. Diane Davis

108 S. Alcaniz Street, Unit 107 Pensacola FL 32502 Home (850) 607-6699, Cell (773) 315-1809 bdianedavis@earthlink.net

Education

EdD – Doctor of Education in Educational Psychology–Counseling; Northern Illinois University

MS - Master of Science in Counseling Psychology; Northern Illinois University Re-specialization in Clinical Psychology: Forest Institute of Professional Psychology

BSEd – Bachelor of Science in Education-Math and Physical Sciences; University of Cincinnati

Work Experience

In Higher Education:

Higher Education Specialist for the Illinois Education Association – negotiated labor contracts and developed employment policies for college and university faculty in downtown Chicago

Professor of Psychology at Oakton Community College, DesPlaines IL; Chair of Behavioral and Social Sciences; Dean of the Division of Social Science and Business; Dean of Cluster II (interdisciplinary); Vice President of Community and Administrative Services; President of the Faculty and Faculty Senate

American Council of Education Fellow, Washington DC; Served as Executive Assistant to the President of William Rainey Harper College, Palatine IL

Illinois Community College Board Fellow, Springfield, IL – Developed the state's first statewide online education consortium of 52 community colleges

Consultant-Evaluator for the Higher Learning Commission of the North Central Association of Colleges and Schools; conducted over 30 site visits over a period of 20 years and filed accreditation recommendations prescribing short- and long-range remedies to ongoing governance and teaching/learning problems, where needed

Adjunct Faculty in Psychology at various colleges/universities, the last being Park University, Parkville MO

B. Diane Davis

Page 2

In Business:

Manager of Education Consulting, Deltak, Inc. – Rosemont IL – Developed customized video-based training materials in professional development for Fortune 500 companies in subjects like management strategies, management communication, and customer relations; managed a team of training and development education consultants to Fortune 500 companies

Subsequently consulted with companies from 30 employees to several thousand primarily on labor relations and management processes—companies like Baxter International, Abbott Laboratories, Bayshore Foods, Container Technologies, Independent Film Producers of Chicago, and A Abiding Care.

Currently write short stories, episodes, and blogs for websites.

In Community Service:

Chaired advisory boards such as Lake Villa Citizen's Advisory Board, Lake Villa Library Advisory Board, and the Board of the Sister City Association in Des Plaines

Served on Boards of the Gateway House Foundation, Oakton Business Institute, Glenbrook Business Advisory Council, Maine Township Schools Business Advisory Council and others.

Have written and presented numerous papers on topics from first-line and middle management techniques and conducting effective performance appraisals to developing collaborative relationships between trustees and faculty and writing good college course syllabi; several of these papers and articles have been published.

— CATHERIN STOREY .—

CONTACT



850.207.7943



□ catherin@everwellrx.com

PROFILE

Self-directed, meticulous professional with 15 years of leadership experience in a variety of fields. As a clear communicator with strong organizational and time management skills, I can assess issues and come up with creative problem-solving solutions, with proven ability in tailoring business plans and goal attainment to individual employee strengths while keeping the overall goals of the organization in sight. I am looking to expand my focus and skills in ways to benefit my community.

SKILLS

- **LEADERSHIP**
- COMMUNICATION
- CREATIVITY
- CRITICAL THINKING
- **ADAPTABILITY**

CERTIFICATION AND

PTCB Certified Technician

01/14/2012-present

LICENSES

Valid Certification maintained since 01/14/2012, with specialty certification in Pharmacy Regulatory Bodies since 2017

State of Florida Registered Technician

01/23/2012-present

Valid Florida Registration maintained since 01/23/2012

EXPERIENCE

Everwell Specialty Pharmacy-Sales Manager

01/31/2014-Present

Sales Manager for a regional sales team consisting of 20+ pharmacy educators traversing 12 states, including day to day relationship management between Prescriber/Patient/Pharmacy. Communicating pharmacy goals and expectations, facilitating individual budgets and plans for each rep to achieve said goals. Development of pharmacy analytics across multiple programs, culminating in the development and maintenance of a dynamic cloud-based reporting platform.

Everwell Specialty Pharmacy- Training, Team and Employee Development Committee Chair

09/01/2017-Present

Development, approval and implementation of both initial and ongoing training materials ensuring that they are concurrent with all federal, state, and local regulatory agencies, as well as accrediting bodies. Identifying and developing opportunities for key employee development both personally and business. Identifying and implementing department as well as companywide team building activities and community involvement.

Pensacola Apothecary- Executive Assistant

12/31/2012-01/30/2014

Assist in day to day pharmacy operations and executive operations for the President and Vice President of the pharmacy, develop and maintain pharmacy analytic, facilitate communication between outside sales team and pharmacy team.

— CATHERIN STOREY .—

CONTACT

850,207,7943

catherin@everwellrx.com

Todd J. Humble Director West Florida Public Libraries 239 N. Spring St. Pensacola, Fl 32502

Dear Mr. Humble,

My name is Catherin Storey, I am a life-long resident of Escambia County, and my daughter and I have enjoyed the Library facilities and programs for many years. In fact, when my husband was working with the county as an EMT, we began spending our Sunday afternoons in the children's area of the main branch, and then would grab ice cream at Bubba's Sweet Spot. While he has been retired for 3 years, and my daughter has matured to more advanced activities, this is a tradition we still strive to maintain.

As we have so many happy memories in the library, I would like to extend my resume for consideration for the voluntary position on the West Florida Public Library Board of Governance. Through my work with Everwell Specialty Pharmacy I have developed skills in business development, annual budget planning and execution, as well as multi departmental communication and regulatory adherence. I feel that this experience will aid me in being a contributing member to the Board. I am hopeful that I will be able to serve our community in an organization that I respect and revere.

Thank you for taking the time to review my resume. I look forward to talking with you.

Sincerely, Catherin Storey Enclosure

Todd J. Humble

From:

Grace Buenavista < gracegv@icloud.com>

Sent:

Tuesday, February 4, 2020 9:11 PM

To: Subject: Todd J. Humble

Subject: Attachments: [EXTERNAL] Volunteer Application - West Florida Public Library Board of Governance

Grace Buenavista Resume 2020-02-04.pdf

WARNING! This email originated from an outside network. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Mr. Todd J. Humble:

Helping others be the best they can be is my life's passion.

Serving as a member for the West Florida Public Library Board of Governance will enable me to make a positive difference in our community.

I am volunteering because I want to Pay it Forward.

Growing up in the Philippines in a family of very modest means, I recognized the value of libraries in helping people searching for knowledge be the best they can be.

Personally, the books I have read opened my eyes to a world of endless possibilities.

The knowledge I gained over the years has shaped me in becoming the person that I am today.

- An Engineer
- A Published Author
- A successful Naturalized American Citizen

Truly, libraries offer a wealth of resources that can make the world a better place.

If selected, I aim to bring to the team over 18 years of rich, work experiences in the Telecommunications and Utility industries.

My strengths include a combination of solid technical and business experiences.

It would be an honor to share my perspective from working in a Corporate environment and, along with it, the many best practices I have learned along the way.

I am submitting my resume for your kind consideration.

Respectfully,

Grace Buenavista

GRACE BUENAVISTA

4320 Molino Meadows Road Molino, FL 32577 gracegv@icloud.com

850-393-4581

A safety leader with 18+ years of technical and business experiences working in the Telecommunications and Electric Utility industries.

Brings to the team a wealth of experience in managing tasks, using excellent organizational, interpersonal, and multi-tasking skills to achieve goals, and using computer applications to meet business needs.

PROFESSIONAL PROFILE

- Electric Utility: 15+ years of Gulf Power experience working with internal and external customers in the Distribution Control Center; Pensacola District Engineering, and Transmission (Substation; Protection & Control; and Project Management) departments.
- Telecommunications: Maintained the hardware and software of two major Call Centers in the Philippines.
 Experience includes providing technical support to Call Center representatives desktop application issues.
 Provided computer network solutions to commercial and industrial businesses.
- Expert knowledge of General Work Order management, working knowledge of Accounting, Supply Chain Purchasing, Budget, Project Scheduling, FPSC rules and regulations regarding the Distribution Service Reliability Reporting and Electric Infrastructure Storm Hardening initiatives.
- Experience in Training teammates (On-the-Job and formal) on business processes and computer applications.

SKILLS

- Working with People to improve the workplace environment, increase productivity, and resolve communication issues.
- Team Player. Problem Solver. Analytical. Detail-oriented.
- Bilingual Fluent in English and Philippine languages (Tagalog and Ilocano)
- Technology Used Customer Service System (CSS) when troubleshooting customers' power outage issues.
 Strong computer applications skills such as Microsoft Office Suite, Primavera and SAP, Enterprise Solution (PowerPlan, Maximo, and Oracle).

RELEVANT WORK EXPERIENCE

- Improved accountability between the Field and Supply Chain by creating an effective reporting system to properly
 record parts, source, and nomenclature of equipment that are used, changed, and/or installed. Greatly improved
 the capacitor accountability program and the method of reporting outages geared to pass audits.
- Improved the working relationship between my department and Accounting by following strict guidelines. As the General Work Order management expert, I became a ready resource for those who open and close work orders.
- Improved the productivity between my department and Supply Chain Purchasing, observing and reporting on Budget, FPSC rules and regulations regarding the Distribution Service Reliability Reporting and Electric Infrastructure Storm Hardening initiatives.

ACHIEVEMENTS

Gulf Power Rewards and Recognition:

2017 President's Safety Excellence Award

- 2016 TSAC Safety Pro Award
- 2005 and 2006 Awarded 1st place in safety poster contests

2019 - Published Author AWESOME in SECONDS 50 Positive Affirmations that Inspire YOU to SHINE

2009 - Naturalized Citizen of the United States of America

1996 - Passed the Philippine National Board of Electronics and Communications Engineering professional licensure exam

Served in various leadership roles (see tables below)

LEADERSHIP EXPERIENCE

SAFETY

ROLE	YEAR	ORGANIZATION
Chair	2015 & 2016	Corporate Office Safety Committee (COSC)
Chair	2016 & 2017	Safety & Wellness Fair - Western District Fair Planning Team
Member	2015 & 2016	Gulf Power Safety Council (a.k.a. Gulf Safety Council)
1st Place Winner	2005 & 2006	Gulf Power Safety Poster Contests

PROFESSIONAL & GENERAL

ROLE	YEAR	ORGANIZATION
President	2018	Gulf/Southern Association for Employee Development (GSA)
Board of Director	2017 - 2018	
President	2007 - 2008	Gulf Power Engineering Society (GPES)
Board Member	2006 - 2009	
Leader	2007 - 2011	Parish Youth Group - St. Jude Thaddeus Catholic Church
President	1994 – 1995	Institute of Electronics & Communications Engineers of the Philippines – Mapua Institute of Technology Student Chapter
Mentor	2006 - 2007	Gulf Power Advanced Career Experience (ACE) program -
	2009 - 2010	West Florida High School of Advanced Technology
Guest Speaker	2016	Gulf Power New Employee Orientation (February & May)
		Safety presentation on behalf of Gulf Safety Council
Guest Speaker	2010	Get Into Energy Summer Camp - University of West Florida
Guest Speaker	2007	Toastmasters International - District 77 - Spring Conference
		"King Cake Recipes for Membership" workshop
Member	2004 – 2009	Toastmasters International
Member	2005 - Present	Gulf Power Choir
Room Parent	2008	Allie Yniestra Elementary School (now Montclair Elem. School)
Loaned Executive	2006 - 2007	United Way Fundraising Campaign
Volunteer	Various Years	United Way Day of Caring

EDUCATION

Mapua Institute of Technology, Philippines Bachelor of Science in Electronics and Communications Engineering, December 1996 (Equivalent to B.S. in Electrical Engineering per ABET standards)

Todd J. Humble

From:

Escambia County Community and Media Relations <noreply@myescambia.com>

Sent:

Thursday, February 6, 2020 4:33 PM

To:

Todd J. Humble

Subject:

Deadline Extended for West Florida Public Library Board of Governance



Click HERE to View in Browser

Application Deadline Extended for West Florida Public Library Board of Governance

The Escambia County Board of County Commissioners is seeking county residents interested in volunteering to be considered for an appointment to the West Florida Public Library Board of Governance.

The duties of the board include establishing policy and overseeing the management of Escambia County library services and making recommendations to the BCC regarding the annual budget according to the purposes and authority set forth in resolutions, interlocal agreements and other agreements, as well as state and federal laws. These duties also include establishing an annual plan of service and the long-range strategic planning of library services.

West Florida Public Libraries provides service to all of Escambia County, with the board typically meeting on the fourth Monday of the month from 4-6:30 p.m.

Residents interested in serving on the board are asked to submit a resume and letter indicating their desire to serve by close of business on Friday, Feb. 14. Resumes should be submitted to Todd J. Humble, Director, West Florida Public Libraries, 239 N. Spring St., Pensacola, FL, 32502 or by email to tjhumble@mywfpl.com.

Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official minutes and are subject to public records requests.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17707 County Administrator's Report 8. 5.

BCC Regular Meeting Discussion

Meeting Date: 04/02/2020

Issue: Assistant County Administrator

From: Janice Gilley, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Senior Staff Selections for Assistant County
Administrator - Janice P. Gilley, County Administrator

The following positions are provided for your consideration and information:

A. That the Board confirm the hiring of Mr. Wesley Hall as Assistant County Administrator, with an annual salary of \$136,000, a \$400 monthly vehicle allowance, and up to \$5,000 for relocation expenses. This position is currently budgeted in the Fiscal Year 2019-2020; and

B. That the Board confirm the hiring of Ms. Debbie Bowers as Assistant County Administrator, with an annual salary of \$136,000 and a \$400 monthly vehicle allowance. This position is currently budgeted in the Fiscal Year 2019-2020.

BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER.

BACKGROUND:

The position of Assistant County Administrator was advertised for 50 days (11/21/19 - 1/10/20). Phone interviews were conducted in February by the County Administrator and Interim Assistant County Administrator. The candidates were narrowed to five, and they made personal presentations to department directors. The process concluded with interviews with the County Administrator. After deliberation and reference checks, Ms. Bowers and Mr. Hall were chosen for the Assistant County Administrator position.

BUDGETARY IMPACT:

These positions are budgeted for Fiscal Year 2019-2020.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

F.S. 125.74 (1) (k)Select, employ, and supervise all personnel and fill all vacancies, positions, or employment under the jurisdiction of the Board. However, the employment of all department heads shall require confirmation by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will coordinate with the Human Resources Department and prepare the necessary paperwork.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-17718 County Administrator's Report 8. 6.

BCC Regular Meeting Discussion

Meeting Date: 04/02/2020

Issue: Discussion of COVID-19 Updates **From:** Janice Gilley, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

<u>Discussion Concerning COVID-19 Virus Response - Janice P. Gilley, County Administrator</u>

That the Board discuss information and strategies pertaining to COVID-19, including the following topics:

- * Update of current facts and response to COVID-19 Eric Gilmore
- * Families First Coronavirus Response Act (FFCRA) Jana Still
- * Small business recovery Grant program
- * Miscellaneous issues related to COVID-19

BACKGROUND:

As a result of the impact of COVID-19, Escambia County declared a State of Emergency on March 16, 2020. Since that time, Escambia County has experienced many challenges related to public health, economic stability and operational concerns.

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
<u>FFCRA</u>

Families First Coronavirus Response Act (FFCRA) Jana Still, Director of Human Resources

In an ongoing effort to address the challenges presented by the novel coronavirus ("COVID-19") pandemic, the federal government enacted the Families First Coronavirus Response Act (the "FFCRA") on March 18, 2020. Among other things, the FFCRA expands paid leave for covered employees in certain circumstances related to COVID-19 and creates corresponding tax credits to cover the costs.

On March 24, 2020, the Wage and Hour Division (WHD) of the U.S. Department of Labor issued additional guidance for employers and employees relating to the two paid leave provisions of the FFCRA: the Emergency Paid Sick Leave Act and the Emergency Family and Medical Leave Expansion Act. These provisions will be effective from April 1, 2020 to December 31, 2020. This is not retroactive so any leave taken before April 1, 2020 will be covered under this Act.

The Emergency Paid Sick Leave Act

The Emergency Paid Sick Leave Act (EPSLA) requires that covered employers provide employees 80 hours of paid sick leave at the employee's regular rate of pay (up to \$511 per day and \$5,110 in the aggregate) if the employee is unable to work (or telework) because:

- (1) the employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- (2) the employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; or
- (3) the employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

The Act also entitles employees to 80 hours of paid sick time at two-thirds of the employee's regular rate of pay (up to \$200 per day and \$2,000 in the aggregate) if the employee is unable to work (or telework) because:

- (1) the employee is caring for an individual who is subject to a Federal, State, or local quarantine order or who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
- (2) the employee is caring for his or her child (under 18 years old) because the child's school or place of care has been closed, or the childcare provider is unavailable, due to COVID-19 precautions; or
- (3) the employee is experiencing any other condition "substantially similar" to those described above, as specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Full-time employees are entitled to up to 80 hours of paid leave, while part-time employees are eligible for leave equal to the number of hours that the employee works on average over a two-week period.

Paid sick time under the Emergency Paid Sick Leave Act must be granted in addition to any pre-existing paid leave benefits the employer provides and must be made available for immediate use by employees, regardless of the length of the employees' employment (includes new hires). Employers are also prohibited from requiring employees to exhaust other paid leave benefits before using the benefits available under Emergency Paid Sick Leave Act. Benefits under the Emergency Paid Sick Leave Act are not retroactive, employees may not carry over paid sick time under the Act from one year to the next nor can employees be paid out for unused EPSL.

Employers who violate any provision of the Emergency Paid Sick Leave Act will be subject to the penalties and enforcement described in Sections 16 and 17 of the Fair Labor Standards Act, 29 U.S.C. 216, 217, including payment of back wages.

The Emergency Family and Medical Leave Expansion Act (the "Emergency FMLA Expansion Act")

The Emergency FMLA Expansion Act amends the existing Family and Medical Leave Act (the "FMLA") to provide covered employees with the ability to take up to 12 weeks of job-protected leave if the employees is unable to work (or telework) due to a need for leave to care for their son or daughter under 18 years of age if the school or place of care has been closed, or the child care provider of such son or daughter is unavailable, due to an emergency related to COVID- 19. This provision applies only to the need to care for a minor child; employees cannot utilize leave under the Emergency FMLA Expansion Act to care for other family members who may be affected by COVID-19, such as spouses or parents. (Note, however, that regular FMLA leave may be available if the employee or his or her family member has COVID-19 symptoms that rise to the level of a serious health condition.)

The first 10 days of leave under the Emergency FMLA Expansion Act may consist of unpaid leave, but employees can choose to substitute any accrued vacation leave, personal leave, or sick leave (including paid sick leave provided by the Emergency Paid Sick Leave Act) for these 10 days of unpaid leave. The remainder of the 12 weeks of leave must be paid at a rate of two-thirds of the employee's regular rate of pay for 40 hours per week for full-time employees, or, for part-time employees, the number of hours the employee is normally scheduled to work over that period. However, for both full-time and part-time employees, the amount is capped at \$200 per day and \$10,000 in the aggregate.

Employees must have worked for the employer for at least 30 days to be eligible for benefits under the Emergency FMLA Expansion Act, which is significantly lower than the normal FMLA threshold.

Employees Could Use Both Types of Leave

For the types of leave covered by the Emergency Paid Sick Leave Act, an employee may take a total of 80 hours paid sick leave (or the part-time equivalent) "for any combination of qualifying reasons," but that does not increase the cap on leave. Furthermore, parents who qualify for leave under both the Emergency Paid Sick Leave Act and the Emergency FMLA Expansion Act "may be eligible for both types of leave, but only for a total of twelve weeks of paid leave." In other words, the employee may elect to use the Emergency Paid Sick Leave Act to cover the first ten days of leave that would otherwise be unpaid under the Emergency Family and Medical Leave Expansion Act.

Exemptions

Both the Emergency Paid Sick Leave Act and the Emergency FMLA Expansion Act allow employers of health care providers or emergency responders to elect to exclude such employees from the paid leave provisions. The Division has not provided guidelines on what is considered "emergency responders" however, further guidance is forthcoming so they may speak to this as well.

Tax Credits

In its recently issued guidance, the Division noted that "every dollar of expanded family and medical leave (plus the cost of the employer's health insurance premiums during leave) will be 100% covered by a dollar-for-dollar refundable tax credit available to the employer."



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-17711 County Attorney's Report 8. 1.

BCC Regular Meeting Action

Meeting Date: 04/02/2020

Issue: David Bear v. Escambia County Board of County Commissioners

and Douglas Underhill, Case No. 3:19-cv-04424-MCR/HTC

From: CHARLES PEPPLER, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning David Bear v. Escambia County Board of County Commissioners and Douglas Underhill, Case No. 3:19-cv-04424-MCR/HTC.

That the Board approve the withdrawal of this office from further representation of Escambia County in this case and approve the substitution of Joseph Hammons in place of this office during the pendency of this litigation.

BACKGROUND:

On October 8, 2019, David Bear filed a civil complaint against the Escambia County Board of County Commissioners and Commissioner Underhill in Escambia County Circuit Court. This office removed the case to U.S. District Court in the Northern District of Florida because of allegations that the County had deprived Plaintiff of federal civil rights due to blocking from one of Commissioners Underhill's Facebook pages. This office filed a motion to dismiss the complaint on behalf of Escambia County and then a second motion to dismiss the amended complaint was also filed on behalf of Escambia County. On March 23rd, U.S. Magistrate Judge Davis granted the County's motion to dismiss with Commissioner Underhill's motion to dismiss. A copy of the Report and Recommendation is attached.

Commissioner Underhill has retained his own attorney, Edward P. Fleming, who has been representing him during the pendency of this litigation. It became apparent that this office had a conflict of interest in continuing to represent Escambia County. An advisory opinion from The Florida Bar confirms that a conflict exists. Even with the granting of these motions to dismiss, the case will continue in Escambia Circuit Court regarding disclosure of public records.

Mr. Joseph Hammons has been contacted and has agreed to represent Escambia County at the rate of \$250.00 per hour. This office seeks Board approval to move with withdraw and to substitute Joseph Hammons in its place during the pendency of this litigation whether in state or federal court.

BUDGETARY IMPACT:

The Board will be paying Joseph Hammons at the rate of \$250.00 an hour.

LEGAL CONSIDERATIONS/SIGN-OFF:

Joseph Hammons will represent Escambia County and vigorously defend it.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Report and Recommendation - U.S. Magistrate

Letter - The Hammons Law Firm

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF FLORIDA PENSCAOLA DIVISION

DAVID BEAR,

Plaintiff.

v.

CASE NO. 3:19ev4424-MCR-HTC

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, and DOUGLAS UNDERHILL,

Defendants.

REPORT AND RECOMMENDATION

This case was referred to the undersigned for a report and recommendation on the Defendants' pending motions to dismiss three counts alleging First Amendment violations (Counts V, VI, VII), brought pursuant to 42 U.S.C. § 1983. ECF Nos. 29, 35. See Fed. R. Civ. P. 72(b). Escambia County, Florida, caused an allegedly worm-ridden tree located on public land to be cut down. Defendant Douglas Underhill, a member of the Escambia County Board of County Commissioners ("Board"), maintains two Facebook pages without input or assistance from the County. Cutting down the tree caused considerable discussion among County

¹ Also referred for a report and recommendation was Plaintiff's motion for an expedited hearing on state law claims brought pursuant to Florida's public records law (Counts I–IV), Florida Statutes Chapter 119, ECF No. 38, which has been denied without prejudice pending determination of whether this Court has jurisdiction.

residents on Underhill's Facebook pages. See ECF No. 18-4 (First Amended Complaint, Ex. D, Facebook page excerpts). Plaintiff David Bear maintains that the matter became a federal case when Underhill blocked his input into the Facebook pages, thereby violating Bear's speech. Bear claims that the blocking was official county action and that his speech was blocked by Underhill in his official capacity as a County Commissioner. After fully considering the arguments and the law, it is recommended that the Court grant the Defendants' motions to dismiss Counts V, VI, and VII, and, having fully resolved all federal claims, remand the case to state court.

Legal Standard

Federal pleading rules require "a short and plain statement of the claim showing that the pleader is entitled to relief." Fed. R. Civ. P. 8(a)(2). When considering a motion to dismiss for the failure to state a claim, Fed. R. Civ. P. 12(b)(6), the well-pled facts of the complaint are taken as true, with reasonable inferences drawn in favor of the plaintiff. See Manhattan Comm. Access Corp. v. Halleck, 139 S. Ct. 1921, 1927 (2019); Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009); Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555 (2007). The court then determines whether those factual allegations are sufficient to "state a claim for relief that is plausible on its face" and sufficient to "raise a right to relief above the speculative level." Twombly, 550 U.S. at 555, 570. This two-step plausibility determination CASE NO. 3:19cv4424-MCR-HTC

presents "a context-specific task," requiring courts "to draw on judicial experience and common sense," mindful that bare legal conclusions are not entitled to an assumption of truth. *Iqbal*, 556 U.S. at. at 679-80.

Additionally, documents referenced in or attached to the complaint that are central to the claim and not challenged as to authenticity may be considered as part of the pleadings for purposes of Rule 12(b)(6), and such documents attached to a motion to dismiss may be considered without requiring conversion of the motion into one for summary judgment. *See Day v. Taylor*, 400 F.3d 1272, 1276 (11th Cir. 2005).

Background

The following facts, accepted as true at this stage, are alleged in the First Amended Complaint. Since 2014, Douglas Underhill has served as a Commissioner on the Escambia County Board of County Commissioners ("Board"), which is the legislative and policymaking body for the County. Escambia County is divided into five districts. One Commissioner is elected from each district, and together these members comprise the Board.

During his tenure as a Commissioner, Underhill has used two Facebook pages, which he owns, controls, and maintains: one page is maintained under the name "Commissioner Doug Underhill" and the other under the name "Douglas Underhill." CASE NO. 3:19cv4424-MCR-HTC

Underhill allegedly uses the pages in part to inform the public of County activities and County projects, to post comments and photographs concerning County business, and to engage in debates with citizens, but there is no allegation that either page is in fact an "official" County or Board Facebook page.² Underhill has allegedly "blocked, restricted, excluded, or otherwise limited" Bear's access to both Facebook pages in response to Bear's disfavored comments or viewpoints. Bear contends he continues to be blocked, while other citizens enjoy full access and ability to comment on the pages.

Beginning in August 2009, the Board enacted a policy stating, "Commissioners shall not discuss County business on social networking sites, including but not limited to, Facebook." ECF NO. 18, at 2-3 (quoting the County Commissioners' Technology Policy, Aug. 20, 2009). However, the policy expressly permitted Commissioners to post a comment regarding County business on another person's social media site using the Commissioner's own name and stated that the

² Bear also alleges that Underhill uses the pages "as a tool of governance," "to carry out his duties as a county commissioner," and to debate on "matters of public concern" or "matters of public interest." ECF No. 18, at 3-4. Such buzz words are conclusory and have legal implications that need not be accepted as true. See generally Alves v. Board of Regents of the Univ. Sys. of Georgia, 804 F.3d 1149, 1160 (11th Cir. 2015) (noting that the issue of whether speech is "on a matter of public concern" is a question of law); One Wisconsin Now v. Kremer, 354 F. Supp. 3d 940, 950–51 (W.D. Wis. 2019) (whether a social website was used as a "tool of governance" is a conclusion to be based on consideration of the "totality of the circumstances").

Page 5 of 23

County would retain a copy of any such posting. It is alleged that Underhill was familiar with this policy but disregarded it and "readily acknowledged his lack of compliance" at Commissioner meetings in May 2019. ECF No. 18, ¶13. On May 16, 2019, aware that individual Commissioners were disregarding the 2009 policy that prohibited discussions of County business on social media, the Board voted to drop that policy. In the meantime, the Board had adopted a separate policy dated February 2, 2012, governing the County's official social media sites and prohibiting County employees, including Commissioners, from conducting County business on their personal social media accounts. ECF No. 35-1.3 Under this policy, adopted before Underhill's 2014 election to the Board, County employees and Commissioners who wish to establish an official County page or engage in social media in an official capacity are required to obtain approval from the County Administrator and coordinate with the Public Information Office as well as the Information Technology Department.4

³ The 2012 policy is attached to the Motion to Dismiss Because the Board's policy is central to the First Amended Complaint and there is no authenticity objection to this policy, the Court can consider it without converting the motion into one for summary judgment. See Day v. Taylor, 400 F.3d at 1276.

⁴ The County policy expressly prohibits the use of any logo or official mark of the County or the Board on personal social media accounts, requires disclaimers on personal accounts, and provides that official sites shall not be used to transmit personal information.

Page 6 of 23

Bear asserts that the Board knew of Underhill's alleged violations of its social media policy and his blocking of citizen speech at least since January 2019 and took no action to address the issues. However, it is also alleged that the County Attorney warned Underhill and other Commissioners against blocking citizens from their social media sites, informing them of recent court decisions finding that elected officials' social media sites could be considered a public forum. She also expressly reminded the Commissioners of the County's policy against conducting County business on social media.⁵ In April 2019, Bear began requesting copies of the blocked Facebook pages, asserting they are public records subject to disclosure under Florida law.

⁵ In particular, emails attached to the First Amended Complaint show that in May 2018 and again in January 2019, County Attorney Allison Rogers advised the Commissioners by email of recent decisions in which courts were viewing elected officials' social media accounts as creating a public forum. ECF 18-1, 18-2. She cautioned the Commissioners not to block a citizen from posting, viewing, or commenting on the account because of the viewpoint expressed and reminded them of the County policy forbidding Commissioners from conduct County business on a social media site. ECF No. 18-1, -2. She specifically referenced *Knight First Amendment Institute at Columbia Univ. v., Trump*, 928 F.3d 226 (2d Cir. 2019) (holding the President created a public forum on his Twitter account), and *Jordan v. Bell*, Case No. 4:17cv473-RH/CAS (N.D. Fla. Aug. 28, 2018) (finding Clerk of Court liable for viewpoint discrimination in her official and individual capacities for striking an unfavorable post on the clerk's office official Facebook page), ECF No. 18-6 (attached to the First Amended Complaint).

Page 7 of 23

Bear filed suit, and the Board removed it to this Court. Bear claims in Counts I through IV of the First Amended Complaint that Underhill and the Board failed or refused to provide complete responses to his requests for public records, as required by Florida law. In Counts V, VI, and VII, Bear asserts that the Board, and Underhill in his individual and official capacities, violated his First Amendment free speech rights when Underhill blocked Bear's comments on the basis of his viewpoint. Bear seeks injunctive relief, compensatory and punitive damages, as well as costs and attorneys' fees. See 42 U.S.C. §§ 1983, 1988.

Discussion

To state a claim under § 1983, a plaintiff must plausibly allege (1) the deprivation of a constitutional right and (2) "that the alleged deprivation was committed under color of state law." *Am. Mfrs. Mut. Ins. Co. v. Sullivan*, 526 U.S. 40, 49 (1999). The constitutional right allegedly infringed is free speech. The First Amendment, applicable to the states through the Fourteenth Amendment, provides that "Congress shall make no law . . . abridging the freedom of speech." U.S. Const. amends. I, XIV. As recently reiterated by the Supreme Court, "[t]he Free Speech

⁶ The case was timely removed to federal court based on federal question jurisdiction. See 28 U.S.C. § 1331.

⁷ In response to the Board's Motion to Dismiss, Bear acknowledged that punitive damages are not appropriate against the Board.

Clause of the First Amendment constrains government actors and protects private actors;" therefore, the First Amendment "does not prohibit *private* abridgement of speech." *Halleck*, 139 S. Ct. at 1926, 1928. The under-color-of-state-law element of § 1983, similar to the Fourteenth Amendment's state-action requirement, "excludes from its reach 'merely private conduct, no matter how discriminatory or wrongful." *Id.* (quoting *Blum v. Yaretsky*, 457 U.S. 991, 1002 (1982)); *see also Focus on the Family v. Pinellas Suncoast Transit Auth.*, 344 F.3d 1263, 1277 (11th Cir. 2003) ("Private conduct is not actionable under § 1983; rather, to state a claim for relief, the alleged deprivation of a constitutional right must occur 'under color of state law.""). The Board and Underhill argue that Counts V, VI, and VII should be dismissed for the lack of action taken under color of state law. *Twombly*, 550 U.S. at 555.

1. The Board and Official Capacity Claims

A municipality or county may be liable under § 1983 only if the execution of its policies can be said to have violated an individual's constitutional rights. See Monell v. Dep't of Soc. Servs. of City of New York, 436 U.S. 658, 694 (1978). A municipality is not responsible under § 1983 for the acts of its employees on a theory of respondeat superior. Id. at 691. Instead, municipal liability is limited to actions attributed to the municipality by reason of (1) an official policy, (2) a widespread CASE NO. 3:19ev4424-MCR-HTC

Page 9 of 23

pattern or practice so pervasive that it assumes the force of law, or (3) the actions of an official with final policymaking authority such that the actions can be deemed to represent government policy. 8 See Denno v. Sch. Bd. of Volusia Cty., Fla., 218 F.3d 1267, 1276 (11th Cir. 2000) (citing Pembaur v. City of Cincinnati, 475 U.S. 469, 481 (1986)). Custom is shown by "a widespread practice that, 'although not authorized by written law or express municipal policy, is so permanent and well settled as to constitute a custom or usage with the force of law." Brown v. City of Ft. Lauderdale, 923 F.2d 1474, 1481 (11th Cir. 1991) (quoting City of St. Louis v. Praprotnik, 485 U.S. 112, 127 (1988)) (other internal marks omitted). In addition, an alleged policy or unofficial custom must be "the 'moving force behind the constitutional deprivation." Fundiller v. City of Cooper City, 777 F.2d 1436, 1442 (11th Cir. 1985) (quoting City of Oklahoma City v. Tuttle, 471 U.S. 808 (1985) (plurality)). "Thus, not only must there be some degree of 'fault' on the part of the municipality in establishing or tolerating the custom or policy, but there also must exist a causal link between the custom or policy and the deprivation." Id.

⁸ Also, "a suit against a government official in his official capacity is deemed a suit against the entity that he represents." *Brown v. Neumann*, 188 F.3d 1289, 1290 (11th Cir. 1999) (citing *Kentucky v. Graham*, 473 U.S. 159, 165-66 (1985)).

Page 10 of 23

The Board argues that the facts alleged do not present a plausible claim that Bear's First Amendment rights were violated by a County policy, a widespread tacitly authorized custom, or an act of a county official that could be considered county policy. The undersigned agrees. Despite a conclusory allegation that "Underhill operates both Facebook pages pursuant to [Board] policy, custom, or practice," ECF No. 18 at ¶110, the only policy quoted in the complaint is the 2009 policy that *forbids* Commissioners to discuss County business on social media. There is no alleged policy requiring a Commissioner to establish an official Facebook page in order to fulfill his duties on the Board, and although the 2009 policy was formally abandoned in May 2019, the newer 2012 policy similarly prohibits County employees and Commissioners from conducting County business on their personal social media accounts. The 2012 policy regulates use of the County's official sites, stating Commissioners, employees, and individual

Packingham v. North Carolina, 137 S. Ct. 1730, 1735 (2017).

⁹ The Supreme Court has recognized that cyberspace and social media have become important places for the exchange of views and that governments may establish accounts for official communication:

On Facebook, for example, users can debate religion and politics with their friends and neighbors or share vacation photos. On LinkedIn, users can look for work, advertise for employees, or review tips on entrepreneurship. And on Twitter, users can petition their elected representatives and otherwise engage with them in a direct manner. Indeed, Governors in all 50 States and almost every Member of Congress have set up accounts for this purpose.

departments may not add content to an official County social media site, establish an official page, or engage in social media in an official capacity without first obtaining approval from the County Administrator. There is no allegation that Underhill requested or obtained approval to engage in social media in an official capacity or that his Facebook pages are in fact "official" County pages. To the contrary, it is alleged that Underhill owns, controls and operates them. Thus, there simply is no plausible claim that the Board or any official policy played a role in establishing or sanctioning Underhill's Facebook pages or that the Board had any hand in Underhill's decision to allow or block citizen speech on his Facebook pages.

Bear argues that the Board nonetheless can be liable based on a custom of inaction, by failing to enforce its social media policy while aware that Underhill was blocking citizen speech on his Facebook page. Even assuming as true that the Board took no action to sanction Underhill for discussing County business under the 2009 policy, which was abandoned in May 2019, the County had no control over Underhill's actions on his personal Facebook pages, and they did not become a County-sanctioned public forum by inaction. "The government does not create a public forum by inaction or by permitting limited discourse, but only by intentionally

¹⁰ The policy defines "Official" as a social media account or site established by the County, and this requires approval of the County Administrator. ECF No. 35-1.

opening a nontraditional forum for public discourse."¹¹ Cornelius v. NAACP Legal Def. & Educ. Fund, Inc., 473 U.S. 788, 802 (1985); see also Cambridge Christian Sch., Inc. v. Fla. High Sch. Athletic Ass'n, Inc., 942 F.3d 1215, 1237 (11th Cir. 2019) (noting a school board did not create a public forum "by inaction") (quoting Cornelius, 473 U.S. at 802); German v. Eudaly, No. 3:17cv2028-MO, 2018 WL 3212020, at *6 (social media posts about events that occurred while a commissioner was working did not transform the non-official page into a page operated under color of law, and the alleged public forum created on the Facebook page was not operated by the county). Thus, no plausible County custom arises from the Board's inaction that can be said to have affirmatively created a public forum or unconstitutionally restrained speech.¹²

speech that occurs on government property." Walker v. Tex. Div., Sons of Confederate Veterans, Inc., — U.S. —, 135 S. Ct. 2239, 2250 (2015) (citing Cornelius v. NAACP Legal Def. & Educ. Fund, Inc., 473 U.S. 788, 800 (1985)). The Supreme Court has "identified three types of fora: the traditional public forum, the public forum created by government designation, and the nonpublic forum." Cornelius, 473 U.S. at 802. The Court has also explained that "[n]ot every instrumentality used for communication, however, is a traditional public forum or a public forum by designation." Id. Also, "a nonpublic forum is a government space that is not by tradition or designation a forum for public communication." Cambridge Christian Sch., Inc. v. Fla. High Sch. Athletic Ass'n, Inc., 942 F.3d 1215, 1237 (11th Cir. 2019) (internal marks omitted). Viewpoint discrimination—which occurs when a government official's decision to take a challenged action was "impermissibly motivated by a desire to suppress a particular point of view"—is prohibited in all forums. See Cornelius, 473 U.S. at 812–13. These cases, however, are premised on government action in either creating or regulating the forum, which is absent on the facts alleged.

¹² Bear relies on *Smart v. City of Miami*, 740 F. App'x 952, 964 (11th Cir. 2018), and *Brown* to argue custom or practice is a question of fact that must be determined on a fully CASE NO. 3:19cv4424-MCR-HTC

Page 13 of 23

Bear also argues that the Board ratified Underhill's actions by its decision to drop the 2009 policy forbidding discussions of County business on social media. This argument similarly lacks merit. Ratification does not occur by inaction. *See City of St. Louis v. Praprotnik*, 485 U.S. 112, 127 (1988) (ratification applies only where a superior affirmatively approves and adopts a subordinate's action and the rationale for that action); *see also Matthews v. Columbia Cty.*, 294 F.3d 1294, 1297 (11th Cir. 2002) ("The final policymaker, however, must ratify not only the decision itself, but also the unconstitutional basis for it."). The 2012 policy continues to prohibit conducting County business on social media and requires County Administrator approval to establish an official page, which Underhill did not seek. Thus, it cannot be said that dropping the 2009 policy in any way ratified Underhill's actions on his private Facebook pages. Moreover, even assuming the Board

developed record. On the facts alleged, the undersigned is unpersuaded. The question in *Smart* was whether a city custom was created by an alleged systemic failure to require a film crew to obtain the consent of individuals or property owners before filming a reality show at a crime scene during a police search or interview. Thus, contrary to this case, a constitutional deprivation was clearly alleged in *Smart* under the Fourth Amendment, implicating individual privacy rights. Similarly in *Brown*, 923 F.2d at 1481, the Eleventh Circuit found a custom sufficiently pled where race discrimination was adequately alleged. Here, by contrast, the facts alleged do not raise a plausible First Amendment violation because there is no allegation that the County acted to create a public forum or had any power to control the forum, the speech, or Underhill's actions. There must be "some degree of 'fault' on the part of the municipality in establishing or tolerating the custom or policy" to find the municipal liable under § 1983. *Fundiller v. City of Cooper City*, 777 F.2d 1436, 1442 (11th Cir. 1985).

possessed the power to sanction Underhill for blocking speech on his personal Facebook pages, "failing to do so was not the same as approving and adopting [Underhill's] action." *Davison v. Loudoun Cty. Bd. of Supervisors*, 267 F. Supp. 3d 702, 715 (E.D. Va. 2017), *aff'd sub. nom Davison v. Randall*, 912 F.3d 666 (4th Cir. 2019), as amended (Jan. 9, 2019); *see also Ashby v. Isle of Wight Cty. Sch. Bd.*, 354 F. Supp. 2d 616, 627 (E.D. Va. 2004) (stating a failure to act was not the same as ratifying or approving an action).

Bear's reliance on recent cases to support his assertion that an individual County Board member's action can be considered state action is misplaced. In Knight First Amendment Institute at Columbia Univ. v. Trump, 928 F.3d 226 (2d Cir. 2019) (holding the President of the United States created a public forum on his Twitter account), it was clear that the President, as the sole chief executive, was the final policymaker, whereas Underhill is not. Also, in Jordan v. Bell, an official social media site established by the Clerk of Court was at issue. Case No. 4:17cv473-RH/CAS (N.D. Fla. Aug. 28, 2018) (finding Clerk of Court liable for viewpoint discrimination in her official and individual capacities for striking an unfavorable post from the "clerk's office Facebook page"). Here, by contrast, Underhill does not act unilaterally for the Board, and, as discussed above, despite a conclusory allegation that he "operates" the pages pursuant to the Board's policy or CASE NO. 3:19cv4424-MCR-HTC

custom, the Board has a policy for establishing "official" pages, and there is no factual allegation that Underhill established an "official" County page pursuant to it.

To the extent Bear relies on *Davison v. Randall*, 912 F.3d 666 (4th Cir. 2019), as support for his claim against the Board, he has mischaracterized its holding. In *Davison*, the Fourth Circuit affirmed the dismissal of the claim against a county board, finding no official county policy played a role in the decision to ban a citizen from the "Chair" Facebook page. *Id.* at 676. 689. The court also concluded, albeit on a summary judgment record, that the official capacity claim failed because the Chair did not act as a municipal policymaker by her "one-off, unilateral decision to ban" a citizen's speech, in which the board did not acquiesce. *Id.* at 690. *Davison* thus supports a conclusion here that the allegations are insufficient to raise an inference that any County policy played a role in Underhill's decision to ban speech or that Underhill was a final policymaker. Therefore, the allegations fail to state a claim against the Board in Count VI or an official capacity claim in Count V.

2. <u>Individual Capacity Claim</u>

Bear argues that Underhill is liable under § 1983 in his individual capacity (Count VII) for creating a public forum on his Facebook pages and banning or blocking Bear's speech, while acting under color of state law. Underhill moves to

dismiss, arguing that the allegations do not plausibly assert he was acting under color of state law.

A person acts under of color of state law in exercising "power possessed by virtue of state law and made possible only because the wrongdoer is clothed with the authority of state law." West v. Atkins, 487 U.S. 42, 49 (1988) (internal quotations omitted). "[A] public employee acts under color of state law while acting in his official capacity or while exercising his responsibilities pursuant to state law," but he also can be said to have acted under color of state law when abusing or misusing the position given to him by the state or local government. Id. at 49-50; Williams v. United States, 341 U.S. 97, 99 (1951). State action also can be found "if, though only if, there is such a close nexus between the State and the challenged action that seemingly private behavior may be fairly treated as that of the State itself," Brentwood Acad. v. Tennessee Secondary Sch. Athletic Ass'n, 531 U.S. 288, 295 (2001), and thus, depending on the circumstances, a private party may be properly characterized as a state actor, Lugar v. Edmondson Oil Co., 457 U.S. 922, 939 (1982). "[I]t is not enough that the function [being exercised] serves the public good or the public interest in some way. Rather, to qualify as a traditional, exclusive public function within the meaning of our state-action precedents, the government must have traditionally and exclusively performed the function." Halleck, 139 S. CASE NO. 3:19cv4424-MCR-HTC

Ct. at 1928-29. The crucial question for individual liability is "whether the official was acting pursuant to the power he/she possessed by state authority or acting only as a private individual." *Myers v. Bowman*, 713 F.3d 1319, 1330 (11th Cir. 2013) (finding a county magistrate judge acted as a private individual in reporting a theft, though using his government-issued communications system to report it).

Underhill argues that as an elected County Commissioner, he is not an "officer" under Florida's Constitution, Art. VIII, § 1(d) (defining County officers as "a sheriff, a tax collector, a property appraiser, a supervisor of elections, and a clerk of the circuit court"), and thus is not clothed with authority under state law to take any action individually. He contends that because state law has given him only the authority to act as part of the collective legislative body of the Board, ¹³ he could not be said to have acted under color of state law in establishing or maintaining his own Facebook pages. On the facts alleged, the undersigned agrees. Establishing a private Facebook page using only his elected title of Commissioner Doug Underhill and controlling the access to it—not conducting county business, not using any county employees or resources, not clothing the site as an "official" government site—

¹³ Florida's Constitution, Article VIII, § 1(e), defines "Commissioners" as: "Except when otherwise provided by county charter, the governing body of each county shall be a board of county commissioners composed of five or seven members serving staggered terms of four years."

cannot be said to be the exercise a "power[] traditionally exclusively reserved to the State." Halleck, 139 S. Ct. at 1928-30 (stating in a motion to dismiss context that "a private entity may qualify as a state actor when it exercises powers traditionally exclusively reserved to the State" and that "operating a public access channel on a cable system is not traditional, exclusive public function"). The conclusory allegations in the First Amended Complaint that Underhill created a public forum and used his private Facebook pages as a "tool of governance" are insufficient to plausibly allege state action. No facts alleged show County business was being conducted on the pages or that Underhill used County resources or employees to create, control or maintain his Facebook pages. There is no allegation that he used any official County logo or mark on the pages, aside from his title, and no allegation that state or county law requires a County Commissioner to use social media to communicate with citizens as part of his duties. Moreover, the County has official social media sites for official communications, and this suit does not allege misuse of an official social media site.

Bear relies on recent cases finding that an elected official's social media site can trigger First Amendment scrutiny. *See, e.g., Knight First Amendment Inst.*, 928 F.3d at 230-36 (2d Cir.); *Davison*, 912 F.3d at 673-74 (4th Cir.); *Jordan*, Case No. 4:17cv473-RH/CAS (N.D. Fla.). Those cases, which are not binding, are not on all CASE NO. 3:19cv4424-MCR-HTC

fours with this case. As noted earlier, the Second Circuit's case of *Knight First Amendment Inst.*, is distinguishable because it involved official state action by the act of the President conducting official business on a social media site, ¹⁴ see 928 F.3d at 230-36, and similarly, the *Jordan* case from this District involved the act of a Clerk of Court banning speech from an *official* site, the Clerk's Office Facebook page. By contrast, Underhill's private Facebook pages are at issue here, not a County page, and Underhill, unlike a chief executive or agency head, is not a final policymaker.

The Fourth Circuit's *Davison* case is factually closer to the instant case, but it presented more compelling circumstances than alleged here to support its conclusion that a nexus to state action was plausible. In *Davison*, the Loudoun County Chair of the board used her title to name the page, as here, but she additionally addressed all of her posts to "Loudoun" (the county); designated the page as belonging to a "government official;" labeled it as "her county Facebook page;" administered it together with her chief of staff, a county employee; provided her official county

¹⁴ The Second Circuit acknowledged that "not every social media account operated by a public official is a government account." Knight First Amendment Inst., 928 F.3d at 236. The court noted in dicta that whether First Amendment concerns are triggered by a non-official account will depend on "how the official describes and uses the account; to whom features of the account are made available; and how others, including government officials and agencies, regard and treat the account." Id. These are fact specific inquiries, but, for reasons discussed above, the facts alleged are insufficient to show state action triggering First Amendment concerns.

Page 20 of 23

email and office number on the page; and used it for county business, such as coordinating the county's response to a large snow storm, inviting participation in public meetings, and inviting applications to serve on a public commission. Davison, 912 F.3d at 673-74. The conclusory allegations that Underhill was "conducting" County business on the page or using it to "carry out his duties" are insufficient because the *facts* alleged show only that he was discussing County projects with others, for which no official title is necessary. 16

¹⁵ Davison found state action from seemingly private conduct based on the totality of the circumstances, and relying on Rossignol v. Voorhaar, 316 F.3d 516, 524 (4th Cir. 2003) (finding state action where "the sole intention" of the official taking an action is "to suppress speech critical of his conduct of official duties or fitness for public office"). But Rossignol is also factually distinguishable from this case. There, a sheriff had approved of a plan to suppress critical speech about his official role by having his off-duty deputies purchase all copies of an election day news publication; importantly, the sheriff participated in the plan, and "their official positions were an intimidating asset in the execution of their plan." Id. at 519. Those circumstances are far removed from the Facebook discussions of one county commissioner on his own social media pages at issue here.

concluded that an elected official's acts of establishing a social media site with an interactive public component and blocking disfavored or critical citizen speech states an individual capacity claim. See e.g., One Wisconsin Now v. Kremer, 354 F. Supp. 3d 940 (W.D. Wisc. 2019) (finding on summary judgment record that a state representative's creation of a Twitter account was state action based on several factors); Windom v. Harshbarger, 396 F. Supp. 3d 675 (N.D. W.Va. 2019) (stating, "Private property—such as a Facebook page—can constitute a public forum based on its purpose and use," and finding allegations of fact sufficient to state a claim, though not as compelling as the facts in Davison); Woolsey v. Ojeda, 363 F. Supp. 3d 688 (S.D. W.Va. 2019) (denying a motion to dismiss and finding state senator's Facebook page had a sufficiently close nexus to be attributable to the state for purposes of an individual capacity claim); Garnier v. Poway Unified Sch. Dist., 2019 WL 4736208 (S.D. Cal. 2019) (dismissing damages claim on qualified immunity but finding questions of fact regarding claim for injunctive relief). These cases are not binding and while, as here, they involved use of the elected officials' titles, they all included factors not present here.

Also, to the extent the *Davison* case can be said to support Bear's argument, the undersigned disagrees with its reasoning, which relied in part on Halleck v. Manhattan Comm. Access Corp., 882 F.3d 300, 306-07 (2d Cir. 2018) (holding public access television channels operated by a private company created a public forum), overruled 139 S. Ct. 1921 (2019). In overruling that decision, the Supreme Court stressed the importance of government action in creating a public forum. See Halleck, 139 S. Ct. at 1930 ("When the government provides a forum for speech (known as a public forum), the government may be constrained by the First Amendment," but "when a private entity provides a forum for speech, the private entity is not ordinarily constrained by the First Amendment because the private entity is not a state actor" and "may thus exercise editorial discretion"). In the wake of the Supreme Court's decision, one respected treatise criticized the conclusion of Davison as "seriously undermine[d]" by Halleck because Davison ignored the fact that state action is required to create a public forum. See 1 Smolla & Nimmer on Freedom of Speech § 8:33:25 (update Oct. 2019) (stating, "it would send First Amendment doctrine into uncharted territory to begin treating the private social media platforms of public officials as public forums").

In the absence of controlling law otherwise, Underhill's conduct of merely engaging in social media discussions about County projects while using his title, CASE NO. 3:19cv4424-MCR-HTC

without more, is insufficient to allege the exercise of, or a sufficiently close nexus to, any "power 'possessed by virtue of state law and made possible only because he was clothed with the authority of state law." **17 Myers*, 713 F.3d at 1329 (quoting West*, 487 U.S. at 49); see also 1 Smolla & Nimmer on Freedom of Speech § 8:33:25 (stating "personal social media accounts of users, even users who are public officeholders, [are not] public forums"—they are "private venues, not government owned and operated forums"). As a result, Underhill's act of blocking or restricting access to the private Facebook pages, however discriminatory, does not allege action taken under color of state law. **18**

Therefore, it is recommended that Count VII be dismissed for failure to state a claim. Plaintiff's request for leave to amend would be futile. He has already had an opportunity to amend the complaint and any new allegations could not cure the fact that Underhill owns, operates, and maintains his Facebook pages individually, not under the Board's authorization. Because all claims over which the Court has

¹⁷ Whether the Facebook page qualifies as a public record for purposes of state law is a different matter on which no opinion is stated here.

¹⁸ Even if the allegations were sufficient, there is no clearly established law in the Eleventh Circuit or from the Supreme Court that an elected official's private Facebook page is a government-created or public forum or that the official's individual act of blocking speech, without any other factor indicating official action, executive control, or involvement of county resources, is taken "under color of state law." See generally, Davison v. Rose, 2017 WL 3251293 (E.D. Va. 2017) (dismissing on grounds of qualified immunity).

Page 23 of 23

original jurisdiction have been dismissed, the undersigned recommends that the Court decline to exercise supplemental jurisdiction and remand the case to state court. See 28 U.S.C. § 1367(c).

Accordingly, it is recommended that the Court GRANT the motions to dismiss, ECF Nos. 29, 35; DISMISS Counts V, VI, and VII for failure to state a claim; REMAND the remaining claims to state court; and close the file.

DONE AND ORDERED this 23rd day of March 2020.

/s/ Miles Davis
MILES DAVIS
UNITED STATES MAGISTRATE JUDGE

NOTICE

Objections to these proposed findings and recommendations must be filed within fourteen (14) days after being served a copy thereof. Any different deadline that may appear on the electronic docket is for the court's internal use only, and does not control. A copy of objections shall be served upon all other parties. If a party fails to object to the magistrate judge's findings or recommendations as to any particular claim or issue contained in a report and recommendation, that party waives the right to challenge on appeal the district court's order based on the unobjected-to factual and legal conclusions. See 11th Cir. Rule 3-1; 28 U.S.C. § 636.

THE HAMMONS LAW FIRM

Attorney and Counselor at Law 17 West Cervantes Street Pensacola, Florida 32501 (850) 434-1068

JOSEPH L. HAMMONS

TRIAL ATTORNEY

March 24, 2020

Escambia County Board of Commissioners

RE: Bear v. Escambia County Board of Commissioners et al

Case No.: 3:19-cv-04424/MCR

Dear Commissioners:

This letter will confirm, through my communications with Charles Peppler, attorney of record in the above-referenced matter, I have agreed to be substituted as counsel of record and to serve as counsel on behalf of the Escambia County Board of Commissioners in the above-referenced matter. Upon approval by the Escambia County Board of Commissioners of my representation and engagement I will file an appropriate record of substitution of counsel with the U.S. District Court.

The terms and conditions of my representation of the Escambia County Board of Commissioners are as follows:

- 1. I will serve as legal counsel for the Escambia County Board of Commissioners in U.S. District Court case 3:cv-04424/MCR.
- 2. The Hammons Law Firm will be compensated at the rate of \$250.00 per hour. A monthly billing identifying all time expended will be submitted for payment within thirty (30) days of submission.
- The Hammons Law Firm will advance costs of litigation as needed and submit with the monthly statement a request for reimbursement.
- 4. The Hammons Law Firm does not and cannot represent a specific outcome to the pending litigation.
- 5. Cooperation. The undersigned, on behalf of the Escambia County Board of

Commissioners, will cooperate with all other parties and specifically, other named defendants, as appropriate and to the extent consistent with the best interests of the Escambia County Board of Commissioners.

6. Representation will continue absent either The Hammons Law Firm and/or the Escambia County Board of Commissioners choosing to discontinue further representation.

I understand that my primary point of contact with the Escambia County Board of Commissioners will be through Alison Rogers, County Attorney and others as designated.

Sincerely,

Joseph L. Hammon

JLH/lsb



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17720 County Attorney's Report 8. 2.

BCC Regular Meeting Action

Meeting Date: 04/02/2020

Issue: Temporary Right of Entry Agreement with CSX Transportation,

Inc. for the Bradley Blvd Dirt Road Paving Project

From: ALISON ROGERS, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Temporary Right of Entry Agreement with CSX Transportation, Inc. for the Bradley Boulevard Dirt Road Paving Project.

That the Board take the following action concerning a Temporary Right of Entry Agreement with CSX Transportation, Inc., for the Bradley Boulevard Dirt Road Paving Project (this item was placed on the County Attorney's agenda at Commissioner Barry's request):

A. Approve the Temporary Right of Entry Agreement with CSX Transportation, Inc.; and

B. Authorize the Chairman or Vice-Chairman to execute the Agreement.

[Note that this Temporary Right of Entry Agreement requires the County to agree to terms the County Attorney's Office usually advises against. However, CSX has declined any amendments to its language.]

[Funding: To be identified by the County Engineer.]

BACKGROUND:

This Agreement is required to complete the Bradley Boulevard dirt road paving project.

Note that this Temporary Right of Entry Agreement requires the County to idemnify and hold CSX harmless, defer to CSX's engineer on engineering practices, pay (in advance) for "protective services" (estimated at \$13,929.00), buy

insurance for CSX, pay its legal fees, and agree to litigate in Duval County.

BUDGETARY IMPACT:

Pursuant to Section 5 of the Agreement, the initial costs associated with the Agreement are estimated at \$13,929.00.

LEGAL CONSIDERATIONS/SIGN-OFF:

Note that this Temporary Right of Entry Agreement requires the County to idemnify and hold CSX harmless, defer to CSX's engineer on engineering practices, pay (in advance) for "protective services" (estimated at \$13,929.00), buy insurance for CSX, pay its legal fees, and agree to litigate in Duval County.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Public Works Department will administer the Agreement.

Attachments

Temporary Right of Entry Agreement

CSXT OP NO: TBD

CSX Transportation, Inc. Temporary Right of Entry Agreement

THIS AGREEMENT, made as of	, 20_	, effective _		_, 20,	by and
between CSX TRANSPORTATION, INC., a V	Virginia corporat	tion, whose ma	iling address is	500 Water	r Street,
Jacksonville, Florida 32202, hereinafter called	"CSXT," and E	SCAMBIA C	OUNTY BOAR	D OF CC	UNTY
COMMISSIONERS / ENGINEERING DEP	PARTMENT, w	hose mailing a	address is 3363	West Parl	R Place,
Pensacola, FL 32505, hereinafter called "Licens	see," WITNESSI	ETH:			

WHEREAS, Licensee has submitted a written application to CSXT requesting permission to enter CSXT's property located within the Gulf Zone, PD Subdivision, at Department of Transportation Number 339683J, Railroad Milepost Number 00K 638.44, Bradley Boulevard, Escambia County, Florida, (the "**Property**"), for the purpose of paving of the existing County maintained dirt road Bradley Boulevard (adjacent to and within the CSXT right of way) with associated drainage improvements, (the "**Project**"); and

WHEREAS, CSXT is willing to grant to Licensee the limited right and permission to enter upon the Property for the limited purpose of performing the Project.

NOW THEREFORE, CSXT hereby grants to Licensee the right and permission to enter upon the Property for the purpose of performing said Project, subject to the terms and conditions set forth below:

1. PROJECT: The Project shall be performed at the entire cost and expense of Licensee, in accordance with good and sound engineering practices, to the satisfaction of CSXT's Division Engineer or his or her duly authorized representative ("Division Engineer") and in a manner to avoid accidents, damages, unnecessary delays to or interference with train traffic of CSXT. Prior to entry, Licensee shall notify the Division Engineer's representative and arrange for flagging protection in accordance to Sections 5 and 6 of this Agreement. Licensee shall not dig in the ballast line or within the tracks loading influence area, or otherwise disturb the track structure. Licensee and Licensee's employees, agents, contractors and other representatives (collectively, "Agents") shall maintain in their possession a copy of this Agreement at all times during their occupation of the Property.

2. INDEMNITY:

- 2.1 Licensee hereby assumes risk of and agrees to indemnify, defend, protect and save CSXT and CSXT's Affiliates harmless with respect to any and all attorneys' fees, liability, claims, demands, payments, suits, actions, recoveries, penalties, costs, legal expenses, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages) for:
 - 2.1.1 personal injury, including, but not limited to bodily injury to or death of any person or persons whomsoever, including the agents, servants, Affiliates or employees of the parties;
 - 2.1.2 the loss or damage to any property whatsoever, including property owned or in the care, custody or control of the parties hereto or their respective Affiliates;
 - 2.1.3 any environmental damage and any related remediation brought or recovered against CSXT or any of its Affiliates; and
 - 2.1.4 any and all other losses or damages; arising directly or indirectly from the presence of Licensee or its Agents on or about the Property, whether or not attributable in whole or part to the negligence, gross negligence, or intentional misconduct of CSXT or its Affiliates.

CSXT OP NO: TBD

2.2 The parties waive any and all right or opportunity to contest the enforceability of this Section and agree that, in the event this Section, or any part of this Section, is found unenforceable by the final, unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law. In the event that such court of competent jurisdiction finds that Florida statutory construction contract indemnity monetary limits apply to this Agreement with respect to Licensee's indemnification of CSXT and its Affiliates for liability caused in whole or in part by any act, omission or default by CSXT or its Affiliates, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by Sections 3 and 4 of this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Project, the risks associated with the Project, and the compensation and any other benefits exchanged between the parties in connection with this Agreement.

- 2.2.1 Licensee shall comply with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its presence or performance of any activity on the Property and agrees to indemnify, defend, and hold CSXT and its Affiliates harmless with respect to any fines, penalties, liabilities, or other consequences for its failure to so comply.
- 2.2.2 For the purpose of this Agreement, the term "Affiliates" includes all entities, directly or indirectly owned or controlled by, or under common control of a party or its respective officers, directors, employees and agents, and in the case of CSXT, includes CSX Corporation, CSXT and their Affiliates and their respective officers, directors, employees and agents.
- 2.2.3 The provisions of this Section shall survive the termination or expiration of this Agreement.
- 3. PRIOR NOTIFICATION: Licensee or Licensee's Agents shall notify CSXT's Jacksonville Division Engineer, Mr. Ken Spivey, Jr., at least 10 days prior to requiring entry on the Property and shall abide by the instructions of the Division Engineer, or his or her authorized representative. The Division Engineer can be contacted at (904-381-4168), to schedule flagging services.
- 4. CLEARANCES: Neither Licensee nor Agents shall perform any Project or place or operate any equipment of Licensee or Agents at a distance closer than fifty (50) feet from the center of any track, without the prior approval of the Division Engineer. The Division Engineer may require protective services or such other services as deemed necessary or appropriate. Equipment shall be moved across CSXT's track(s) only at a public crossing unless prior arrangements have been made with the Division Engineer and a Private Crossing Agreement is fully executed and in place. Licensee and Agents shall take all precautions necessary to avoid interference with or damage to CSXT's property and signal and communication facilities during their performance of the Project.
- **PROTECTIVE SERVICES**: If protective services, such as flagging protection, are required by CSXT, Licensee shall make arrangements with the Roadmaster to furnish such personnel, flagman or watchman, that in the Roadmaster's opinion may be necessary to protect the facilities and traffic of CSXT during the performance of the Project. Licensee shall pay for the cost of such services, including all applicable surcharges and additives. These services are estimated to be **Thirteen Thousand nine hundred twenty-nine dollars** (\$13,929.00), as supported by the attached estimate.
- **PAYMENT FOR PROTECTIVE SERVICES**: Payment shall be made by Licensee in accordance with the following designated option:

CSXT OP NO: TBD

Licensee shall make an advance deposit of funds based on an estimate of the cost of protective or other services as determined by CSXT. The cost for CSXT's services shall then be assessed by CSXT against this advance deposit. Upon completion of the Project, any unused funding will be returned to Licensee. If CSXT's costs exceed the advance deposit(s), a request will be made to Licensee for additional funds or an invoice will be issued to Licensee for final payment. Licensee shall remit payment to CSXT within thirty (30) days of receipt of either a request for additional funds or an invoice.

- 7. ENVIRONMENTAL: This Agreement does not include and expressly excludes the performance of any site investigation activities designed to determine environmental conditions on, about or beneath the Property. Precluded activities include performing soil borings for purposes other than geotechnical investigation, obtaining soil, sediment, groundwater and surface water samples, and conducting field or laboratory analyses of any soil, sediment, groundwater or surface water samples obtained from CSXT property to identify chemical composition or environmental condition. If any type of environmental investigation is desired, a separate right of entry agreement issued through CSXT's Environmental Department must be secured.
- **8. CLAIMS:** Licensee shall, or shall require Agents, to promptly notify the Division Engineer of any loss, damage, injury or death arising out of or in connection with the Project.
- **9. REMEDIATION**: It is understood and agreed that, upon completion of the Project, the Property shall be left in a condition satisfactory to Division Engineer or his or her duly authorized representative.

10. SAFETY:

- a. All personnel entering the Property must comply with CSXT safety rules and requirements to include, without exception, the wearing of hard hats and approved safety shoes and safety glasses with side shields. Anyone not in compliance with these rules and regulations will be asked to leave the Property.
- 10.2 Before performing any work authorized by this Agreement, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b), et al.), and State "One Call" -"Call Before You Dig" requirements.
- statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than \$1,000,000.00, which insurance must contain a waiver of subrogation against CSXT and its Affiliates; (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than \$5,000,000.00 in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement; (iii) business automobile liability insurance with available limits of not less than \$1,000,000.00 combined single limit for bodily injury and/or property damage per occurrence; and (iv) such other insurance as CSXT may reasonably require. Upon request, Licensee shall provide CSXT with a copy of Licensee's applicable insurance policies. A policy endorsement naming CSXT as an additional insured and specifying such coverage shall be furnished to CSXT prior to the execution of this Agreement, and the required coverage will be kept in force until all of Licensee's obligations under this Agreement have been fully discharged and fulfilled, or until Licensee

CSXT OP NO: TBD

shall have been specifically released by a written instrument signed by an authorized officer of CSXT. Licensee shall also provide CSXT with a copy of the insurance policies. The insurance policies shall provide that the insurance carrier must give CSXT notice at least thirty (30) days in advance of cancellation of coverage, of any change in coverage, or of cancellation of the policy. Notwithstanding any provisions of this Section, the liability assumed by Licensee shall not be limited to the required insurance coverage.

- **RAILROAD PROTECTIVE LIABILITY INSURANCE:** Licensee agrees to purchase Railroad Protective Liability Insurance in accordance with CSXT's requirements (attached as Exhibit A and incorporated into this Agreement) for the benefit of CSXT for Licensee's operations under this Agreement. Licensee shall furnish an appropriate Insurance policy (and required endorsements), as the case may be, with the return of this executed Agreement.
- 13. TERM: This Right-of-Entry Agreement and the permission conferred and the license granted by it does not constitute a grant of permanent easement and shall terminate upon completion of the Project or at midnight, June 30, 2021, whichever occurs first, unless extended in writing by CSXT. In the event Licensee fails to comply with terms and provisions of this Agreement, Licensee agrees to pay and agrees that CSXT shall be entitled to recover costs and expenses incurred by CSXT, including legal fees and expenses, to enforce the terms of this Agreement.
- 14. SEVERABILITY: The parties agree that if any part, term or provision of the Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable. If any provision or any part of a provision of the Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable law, ordinance, rule or regulation, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- **15. ENTIRE AGREEMENT:** This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter.
- **NOTICES:** All notices, consents and approvals required or permitted by this agreement shall be in writing and shall be deemed delivered; upon personal delivery, upon the expiration of three (3) business days following mailing by U.S. first class mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the <u>Licensee</u> at the address above, and to <u>Licensor</u> at the address shown on Page 1, <u>or</u> at such other addresses as either party may designate by delivery of prior notice to the other party.
- **17. TERMINATION:** CSXT shall have the right at any time and at its sole discretion to terminate this Agreement upon notice to Licensee.
- **18. WAIVER:** If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
- 19. GOVERNING LAW; VENUE: This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the choice of law provisions thereof. Venue for any action arising from, or brought to enforce, this Agreement, shall vest exclusively in the state or federal courts located in

CSXT OP NO: TBD

Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any state or federal court located in Duval County, Florida.

20. NO ASSIGNMENT: Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not permit Agents to enter the Property without first requiring Agents to agree in writing to comply with all of the terms of this Agreement. Notwithstanding the foregoing, Licensee shall continue to be responsible for insuring that Agents comply with all of the terms and conditions of this Agreement and shall indemnify and hold CSXT harmless for any damages described in Section 2 above caused in whole or in part by such subcontractor. Assignment of this Agreement to any party other than Agents in accordance with this Section shall not be permitted except upon the prior written consent of CSXT, which consent may be granted or withheld at CSXT's sole discretion. This Agreement shall be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Witness for CSX Transportation, Inc;	CSX TRANSPORTATION, INC.			
	By: Scott Willis			
	Project Manager – Public Projects of CSXT			
Witness for: Escambia County Board of County Commissioners / Engineering Department	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS / ENGINEERING DEPARTMENT			
	By: Print/Type Name: Print/Type Title:			

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind **Escambia County Board of County Commissioners / Engineering Department**, to the terms and conditions of this Agreement.

PD Subdivision; 00K 638.44 CSXT OP NO: <u>TBD</u>

FORCE ACCOUNT ESTIMATE

ACCT, CODE: 709 -TBD Form Revision 10/07/19 ESTIMATE SUBJECT TO REVISION AFTER: 2/9/2021 DOT NO.: 339683J CITY: Cantonment COUNTY: Escambia STATE: FL DESCRIPTION: Right of Entry and Flagging services for paving of existing County maintained dirt road Bradley Blvd with associated drainage improvements adjacent and with in CSXT right of way. SUB-DIV: PD MILE POST: 00K 638.44 ZONE: Gulf AGENCY PROJECT NUMBER: Escambia County Board of County Commissioners / Engineering Department PRELIMINARY ENGINEERING: 212 Contracted & Administrative Engineering Services 6,000 Subtotal 6,000 CONSTRUCTION ENGINEERING/INSPECTION: 212 Contracted & Administrative Engineering Services Subtotal FLAGGING SERVICE: (Contract Labor) 70 Labor (Conductor-Flagman) S 50 Labor (Foreman/Inspector) \$ Days @ 2,520 70 Additive (Transportation Department) s 50 Additive 149.50% (Engineering Department) s 3,767 \$ 230 Expenses (Engineering Department) Days @ 375 230 Expenses (Transportation Department) S Subtotal \$ 6,662 SIGNAL & COMMUNICATIONS WORK: TRACK WORK: PROJECT SUBTOTAL: 12,662 900 CONTINGENCIES: 10.00% 1,266 ********************* PROJECT TOTAL: s 13,929 CURRENT AUTHORIZED BUDGET: ************************************ *********************** TOTAL SUPPLEMENT REQUESTED: 13,929 DIVISION OF COST: 100.00% 13,929 Agency \$ 0.00% Railroad \$

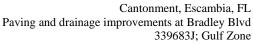
NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Chief Engineer Public Projects-Jacksonville, Florida

Estimated prepared by: Benesch - CDS Approved by: KSW C8XT Public Project Group

DATE: 02/10/20 REVISED: DATE: 02/14/20



PD Subdivision; 00K 638.44 CSXT OP NO: <u>TBD</u>



RAILROAD PROTECTIVE LIABILITY INSURANCE

Evidence required by CSX Transportation, Inc.

You are required to furnish Railroad Protective Insurance to protect CSX Transportation, Inc. in connection with activities to be performed on or adjacent to CSX Transportation's Right of Way.

The following summarize CSXT's specifications for proper evidence of insurance:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

- 1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.
- 2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates [if permitted by state law].
- 3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.
- 4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Liability Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Liability Insurance Policy. The address should be listed as:

CSX Transportation, Inc. 500 Water Street - C907 Jacksonville, FL 32202

- c. Name and Address of Contractor and Agency must be shown on the Declarations page.
- d. A description of operations and location must appear on the Declarations page and must match the Project description.
- e. Authorized endorsements must include the Pollution Exclusion Amendment CG 28 31, unless using form CG 00 35 version 96 and later.
- f. Authorized endorsements may include:

Cantonment, Escambia, FL Paving and drainage improvements at Bradley Blvd 339683J; Gulf Zone

PD Subdivision; 00K 638.44

CSXT OP NO: TBD

- (i). Broad Form Nuclear Exclusion IL 00 21
- (ii) 30-day Advance Notice of Non-renewal or cancellation
- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index CL/IL 240
- g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
- 5. All insurance companies must be A. M. Best rated A- and Class VII or better.
- 6. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

Cantonment, Escambia, FL Paving and drainage improvements at Bradley Blvd 339683J; Gulf Zone

PD Subdivision; 00K 638.44 CSXT OP NO: <u>TBD</u>

CSXT Schedule PA
(Advance Payment – Right of Entry Agreement)

PAYMENT SUBMISSION FORM

CSX OP No.: TBI	.	
Description: Car asso 339	tonment, Escambia County, FL: Paving of ociated drainage improvements at Bradley I 683J; Gulf Zone, PD Subdivision; 00K 638.	Blvd (adjacent within CSXT right of way); 44
	accordance with the terms of Section 6 Payme, between Agency and CSXT.	ent for Protective Services, of the Agreement
*********	************	*******
A copy of this Payment Submi forwarded to the following add	ssion Form shall accompany all payments deli ress:	vered by Agency to CSXT which shall be
	CSX Transportation, Inc. P.O. Box 530192 Atlanta, GA 30353-0192	
*********	***********	*********
(All i	nformation below to be completed by Agen	cy providing Payment)
Payment Date	Payment Amount	Check No.
*********	***********	********
Date:	Ву:	
Please send copy of check to: CSX Transportation	Name:	
Scott Willis Project	Title:	
Project Manager – Public Pr 500 Water Street J-301 Jacksonville, FL 32202	pjects Phone:	
Jacksonvinc, FL 32202	Fmail:	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-17714 County Attorney's Report 8. 3.

BCC Regular Meeting Action

Meeting Date: 04/02/2020

Issue: Settlement of FDOH Administrative Complaint CHARLES PEPPLER, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Settlement of the FDOH Administrative Complaint.

That the Board authorize the Chairman to execute the proposed settlement with the FDOH.

[SETTLEMENT AGREEMENT TO BE DISTRIBUTED UNDER SEPARATE COVER]

BACKGROUND:

On February 28, 2020, the Florida Department of Health issued Administrative Complaint 2019-11689 against the Escambia County Public Safety Department related to allegations that in 2018, recertification cards were issued to instructors who did not meet requirements of recertification. Further, the complaint alleges the Public Safety Department allowed the instructors to teach courses without verifying the validity of the instructor certifications. Fines could be up to \$1,000.00 per violation per day. A settlement resolves this issue with regards to the agency; investigations against any individuals would continue.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

STATE OF FLORIDA DEPARTMENT OF HEALTH BUREAU OF EMERGENCY MEDICAL OVERSIGHT 242 FED 28 PM 1: 42

DEPARTMENT OF HEALTH,

Petitioner,

VS.

Case No. 2019-11689

ESCAMBIA COUNTY PUBLIC SAFETY DEPARTMENT,

Responden	t.
-----------	----

ADMINISTRATIVE COMPLAINT

The Department of Health ("Petitioner"), by and through the undersigned attorney, files an Administrative Complaint against Escambia County Public Safety Department ("Respondent") and states: COPY

NATURE OF ACTION

1. Pursuant to § 401.411, Fla. Stat. (2017-2018), this is an action to reprimand Respondent's EMS Service Provider Advanced Life Support license, and impose administrative fines up to \$1,000.00 per day per count as provided by law.

JURISDICTION AND VENUE

- 2. Petitioner has jurisdiction pursuant to Chapter 120, Fla. Stat. (2017-2018) and Chapter 28-106, Fla. Admin. Code.
 - 3. Venue lies pursuant to Fla. Admin. Code R. 28-106.207.

PARTIES

- 4. Petitioner is a state agency established in § 20.43, Fla. Stat. (2017-2018), and is charged with regulating emergency medical services pursuant to Chapter 401, Fla. Stat. (2017-2018).
- At all times material hereto, Respondent has been licensed as an EMS Service
 Provider Advanced Life Support in the state of Florida, with license number ALS1703.
- Respondent's address of record and mailing address is Escambia County Public
 Safety Department c/o Sgt. Champion, 6575 North West Street, Pensacola, Florida 32505.

COUNT I

- 7. Petitioner re-alleges and incorporates paragraph 1 through 6 as if fully set forth herein.
- 8. Pursuant to § 401.411(1)(g), Fla. Stat. (2017-2018), a licensee, certificate holder, or other person operating under this part is subject to discipline for unprofessional conduct, including, but not limited to, any departure from or failure to conform to the minimal prevailing standard of acceptable practice under this part, including undertaking activities that the emergency medical technician, paramedic, health care professional, or other professional is not qualified by training or experience to perform.
- 9. In or about 2018, Respondent issued several recertification cards to instructors who had not met the requirements for recertification. These certifications include but are not limited to Advanced Cardiac Life Support (ACLS), Basic Life Support (BLS), Pediatric Advanced Life Support (PALS), and Pediatric Emergency Assessment Recognition and Stabilization (PEARS).
- Respondent allowed the instructors to teach courses without verifying the validity of the instructor certifications.

11. Pursuant to § 401.411(7), Fla. Stat. (2017-2018), Petitioner may impose an administrative fine, not to exceed \$1,000.00 per violation and each day constitutes a separate violation and is subject to a separate fine.

CONCLUSIONS OF LAW

- 12. Respondent violated § 401.411(1)(g), Fla. Stat. (2017-2018), by engaging in unprofessional conduct by issuing recertifications to instructors who had not met recertification requirements, and allowing instructors to teach courses without verifying the validity of the instructor certifications.
- 13. All classifications of EMS licensure held by Respondent are subject to any final order which issues in this case, as provided by § 401.411(2), Fla. Stat. (2017-2018).

CLAIM FOR RELIEF

WHEREFORE, Petitioner respectfully requests that the following sanctions be imposed against Respondent:

- a. Make factual and legal findings in favor of Petitioner on Count I.
- b. Pursuant to § 401.411(1), Fla. Stat. (2017-2018), reprimand Respondent's license.
- c. Pursuant to § 401.411(7), Fla. Stat. (2017-2018), administratively fine Respondent up to \$1,000.00 each day for violating § 401.411(1)(g) Fla. Stat. (2017-2018).
- d. Provide such other relief as may be proper.

Dated this 28th day of February 2020.

[Signatures on following page]

Respectfully submitted,

Virginia Edwards Assistant General Counsel

Fla. Bar No. 1003243

Florida Department of Health

Office of the General Counsel

4052 Bald Cypress Way, Bin #A02

Tallahassee, FL 32399-1703 Telephone: (850) 245-4005

Facsimile: (850) 413-8743

Email: Virginia.Edwards@flhealth.gov



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. certified mail to Escambia County Public Safety Department c/o Sgt. Champion, 6575 North West Street, Pensacola, Florida 32505, on this 28th day of February 2020.

Virginia Edwards Fso



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17712 County Attorney's Report 8. 1.

BCC Regular Meeting Discussion

Meeting Date: 04/02/2020

Issue: Escambia County State of Local Emergency and Emergency

Orders

From: ALISON ROGERS, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County State of Local Emergency and Emergency Orders.

That the Board discuss and consider taking the following actions:

- A. Ratification of Escambia County State of Local Emergency Resolution R2020-26; and
- B. Ratification of Escambia County Emergency Order EO 20-3, regarding public meetings; and
- C. Extension of Escambia County Emergecy Order related to Beach Closures; and
- D. Extension of Escambia County Emergency Order related to Tolling Permits.

BACKGROUND:

On March 27, 2020, the Chairman executed an extension to the State of Local Emergency that extends the state of emergency until 1:59 p.m., on Monday, April 6, 2020. Pursuant to the Governor's Executive Order 20-69, the Chairman of the Board of County Commissioners also executed an emergency order that allows the Board of County Commissioners as well as its boards and committees to have the option to use electronic participation for meetings.

At the March 20, 2020, meeting of the Board of County Commissioners, the Board enacted two emergency orders related to COVID-19. The beach closure order

and the permit tolling order, which are currently set to expire at the conclusion of the April 2, 2020, Board of County Commissioners meeting.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

All orders have been drafted and approved by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Extended State of Local Emergency R2020-26

Emergency Order 20-3

ECBCC Beach Closure EO 20-1

Proposed EO - Beach Closures

ECBCC Tolling Permits EO 20-2

Proposed EO - Tolling Permits

RESOLUTION R2020-2U DECLARATION OF STATE OF LOCAL EMERGENCY

A RESOLUTION OF THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY RELATED TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19)

WHEREAS, the World Health Organization (WHO) raised its assessment of the Coronavirus Disease 2019 ("COVID-19") threat from high to very high and declared a public health emergency of international concern related to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, Escambia County has a duty to take protective measures to support the public health and safety of the community; and

WHEREAS, the Chairman of the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the continued threat posed by COVID-19; and

WHEREAS, COVID-19 and infectious diseases have the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as to their real and personal property; and

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus; and

WHEREAS, on March 16, 2020, the Chairman of the Board of County Commissioners executed Resolution R2020-24 declaring a state of local emergency that shall expire at 1:59 p.m. on March 23, 2020; and

WHEREAS, on March 20, 2020, pursuant to Resolution R2020-25, the Board of County Commissioners extended the State of Local Emergency until 1:59 p.m. on March 30, 2020; and

WHEREAS, the Chairman of the Board of County Commissioners has been informed of risks facing Escambia County and considered whether or not to continue a state of local emergency.

NOW THEREFORE, pursuant to ch. 252, Fla. Stat., and Escambia County Code Section 37-35(a)(1), the Chairman of the Board of County Commissioners hereby resolves, finds, and declares:

- 1. The above recitals are true and are incorporated herein.
- 2. A state of local emergency hereby continues to exist in Escambia County, Florida, effective for seven (7) additional days beginning at 2:00 p.m., central daylight time, on the 30th day of March, 2020, and to expire at 1:59 p.m., central daylight time, on the 6th day of April, 2020.
- 3. The Chairman of the Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:
 - a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
 - b. Entering into contracts.
 - c. Incurring obligations.
 - d. Employment of permanent and temporary workers.
 - e. Utilization of volunteer workers.
 - f. Rental of equipment.
 - g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
 - h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee, is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

5. The Comprehensive Emergency Management Plan (CEMP) is hereby activated.

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or her designee, or until further action by the Board of County Commissioners

terminates such authority or declares that the state of local emergency has ended.

7. This Resolution shall be transmitted to the Secretary of State upon adoption.

Adopted this 27th day of March, 2020.

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

Date Executed 3/27/2020

By:

Av Chairman

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

D. mul.

sufficiency

By/Title: 3/27/2020

Approved as to form and legal

EMERGENCY ORDER EO 20-3

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order Number 20-51 directing the State Health Officer and Surgeon General to declare a Public Health Emergency due to the discovery of COVID-19 in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued **Executive Order Number 20-52** declaring a state of emergency for the State of Florida; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a state of emergency for the United States of America effective March 1, 2020; and

WHEREAS, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention issued "15 Days to Slow the Spread" guidance advising individuals to adopt social distancing measures and avoid gatherings of more than ten people; and

WHEREAS, on March 17, 2020, Governor Ron DeSantis issued **Executive Order Number 20-68** suspending the operation of bars, pubs, and nightclubs, directing parties accessing public beaches to limit gatherings to no more than ten people and practice social distancing, and directing restaurant establishments to limit occupancy to 50%, with a minimum of six feet between patrons and parties of no more than ten; and

WHEREAS, on March 20, 2020, Governor Ron DeSantis issued **Executive Order Number 20-69** suspending any Florida Statute that requires a quorum to be present in person or requires a local government body to meet in a specific public place, and authorized local government bodies to utilize communication media technology as provided in section 120.54(5)(b)2, Florida Statutes; and

WHEREAS, pursuant to Section 252.38, Florida Statutes, political subdivisions are authorized to declare and enact a local state of emergency for a period of up to seven days, thereby waiving the procedures and formalities otherwise required by law; and

WHEREAS, pursuant to Section 252.38, Florida Statutes, and Section 37-35, Escambia County Code, the Chairman of the Board of County Commissioners declared a state of local emergency for Escambia County effective as of 2:00 p.m. on March 16, 2020; and

WHEREAS, on March 20, 2020, the Board of County Commissioners extended the state of local emergency for Escambia County until 1:59 p.m. on March 30, 2020; and

WHEREAS, COVID-19 poses a health risk to the residents of Escambia County, particularly those who are elderly, immunosuppressed, or otherwise have high-risk medical conditions; and

WHEREAS, minimizing contact is necessary to avoid the risk of COVID-19 infection for the residents of Escambia County; and

WHEREAS, the measures implemented herein are narrowly tailored to safely conduct public meetings, protect the residents of Escambia County, and minimize the spread of COVID-19 in the community.

NOW THEREFORE, pursuant to Chapter 252, Florida Statutes, and Chapter 37, Escambia County Code, and consistent with **Executive Order Number 20-69**, the Board of County Commissioners hereby declares and establishes the following:

- 1. The foregoing recitals are true and are incorporated herein.
- 2. While operating under a state of local emergency, the Escambia County Board of County Commissioners or any of its appointed boards or committees may utilize communication media technology (CMT) as provided in section 120.54(5)(b)2, Florida Statutes, and Chapter 28-109, Florida Administrative Code, to conduct public meetings with or without a quorum physically present and provide public access to the proceeding by the use of CMT.
- 3. Any such meetings conducted utilizing CMT shall be properly noticed and plainly state that such proceeding is to be conducted utilizing CMT and identify the type of CMT to be used. The notice shall describe how interested persons may attend and include, as applicable: 1) the address or addresses of all access points; 2) the address of each access point where an interested person may go to attend the proceeding; 3) an address, email address, and telephone number where an interested person may write or call for additional information; 4) an address, email address, and designated person to whom a person may submit written or other physical evidence. Any evidence, testimony, and argument which is offered utilizing CMT shall be afforded equal consideration as if it were offered in person and shall be subject to

the same objections.

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

- 4. The Escambia County Board of County Commissioners may from time to time supplement the minimum procedures provided herein to enable the fair and expeditious conduct of County business but shall at all times comply with **Executive Order Number 20-69** and such other procedures and formalities otherwise required by law.
- 5. This Order shall be effective upon filing with the Clerk and remain in effect concurrent with the declared state of local emergency in Escambia County, including any extension thereof, or until further action by the Board of County Commissioners.

Adopted this 27th day of March, 2020.

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Date Executed 3/27/2020

Approved as to form and legal sufficiency.

By/Title:

3

Escambla County Clerk's Original

3/20/2020 Itan 8.

EMERGENCY ORDER EO 20- 1

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 directing the State Health Officer and Surgeon General to declare a Public Health Emergency due to the discovery of COVID-19 in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a state of emergency for the State of Florida; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a state of emergency for the United States of America effective March 1, 2020; and

WHEREAS, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention issued "15 Days to Slow the Spread" guidance advising individuals to adopt social distancing measures and avoid gatherings of more than ten people; and

WHEREAS, on March 17, 2020, Governor Ron DeSantis issued Executive Order 20-68 suspending the operation of bars, pubs, and nightclubs, directing parties accessing public beaches to limit gatherings to no more than ten people and practice social distancing, and directing restaurant establishments to limit occupancy to 50%, with a minimum of 6-feet between patrons and parties of no more than ten; and

WHEREAS, on March 20, 2020, Governor Ron DeSantis issued Executive Order 20-71 suspending on-premises food consumption in restaurants and food establishments and ordering the closure of all gymnasiums and fitness centers; and

WHEREAS, pursuant to Section 252.38, Florida Statutes, political subdivisions are authorized to declare and enact a local state of emergency for a period of up to seven days, thereby waiving the procedures and formalities otherwise required by law; and

WHEREAS, pursuant to Section 252.38, Florida Statutes, and Section 37-35, Escambia County Code, the Chairman of the Board of County Commissioners declared a state of local emergency for Escambia County effective as of 2:00 p.m. on March 16, 2020; and

WHEREAS, on March 20, 2020, the Board of County Commissioners extended the state of local emergency for Escambia County until 1:59 p.m. on March 30, 2020; and

WHEREAS, COVID-19 poses a health risk to the residents of Escambia County, particularly those who are elderly, immunosuppressed, or otherwise have high-risk medical conditions; and

WHEREAS, minimizing contact is necessary to avoid the risk of COVID-19 infection for the residents of Escambia County; and

WHEREAS, the measures implemented herein are narrowly tailored to protect the residents of Escambia County and minimize the spread of COVID-19 in the community; and

WHEREAS, on March 20, 2020, by Board action during a Special Meeting of the Board of County Commissioners, the Board approved the measures implemented herein and authorized the County Administrator to execute this Order.

NOW THEREFORE, pursuant to Chapter 252, Florida Statutes, and Chapter 37, Escambia County Code, the County Administrator on behalf of the Board of County Commissioners hereby declares and establishes the following:

- 1. The foregoing recitals are true and are incorporated herein.
- 2. The following public properties and public facilities within the unincorporated areas of Escambia County are hereby closed:
 - a. Public beach areas;
 - b. Public beach accessways; and
 - c. Public beachfront parks.
- 3. This Order shall not apply to parks, beaches, and recreational facilities under the jurisdiction of the State of Florida, or the federal government.
- 4. The Board of County Commissioners hereby requests that the Florida Department of Environmental Protection close adjacent park properties located on the barrier islands in and around Escambia County. The Board of County Commissioners further requests the Florida Department of Environmental Protection close access to Perdido Key State Park on Perdido Key Drive.
- 5. The Board of County Commissioners hereby requests the National Park Service close adjacent park properties of the Gulf Islands National Seashore located on the barrier islands in and around Escambia County. The Board of County Commissioners further requests the National Park Service close

access to the Fort Pickens and Perdido Key Areas of the Gulf Islands National Seashore and close access to the Gulf Islands National Seashore on State Road 399.

6. In accordance with Chapter 252, Florida Statutes, and Chapter 37, Article II, Sec. 37-42, Escambia County Code, any person violating any provision of this Order shall be prosecuted in the same manner as misdemeanors are prosecuted and, upon conviction, shall be punished by a fine not to exceed \$500.00 or by imprisonment in the county jail not to exceed 60 days or by both such fine and imprisonment.

7. Vehicles on either barrier island parked in a County right-of-way without authorization from the County shall be immediately deemed a danger and subject to immediate removal by the enforcing agent at the owner's expense in accordance with Sec. 94-51, Escambia County Code of Ordinances.

8. This Order shall be effective as of 12:00 a.m. (CDT) on March 21, 2020, until further action by the Board of County Commissioners during the next regularly scheduled Board meeting on April 2, 2020.

Adopted this 20th day of March, 2020.

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

Date Executed

EMERGENCY ORDER EO 20-____

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 directing the State Health Officer and Surgeon General to declare a Public Health Emergency due to the discovery of COVID-19 in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a state of emergency for the State of Florida; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a state of emergency for the United States of America effective March 1, 2020; and

WHEREAS, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention issued "15 Days to Slow the Spread" guidance advising individuals to adopt social distancing measures and avoid gatherings of more than ten people; and

WHEREAS, on March 17, 2020, Governor Ron DeSantis issued Executive Order 20-68 suspending the operation of bars, pubs and nightclubs, directing parties accessing public beaches to limit gatherings to no more than ten people and practice social distancing, and directing restaurant establishments to limit occupancy to 50%, with a minimum of 6-feet between patrons and parties of no more than ten; and

WHEREAS, on March 20, 2020, Governor Ron DeSantis issued Executive Order 20-71 suspending on-premises food consumption in restaurants and food establishments and ordering the closure of all gymnasiums and fitness centers; and

WHEREAS, on March 24, 2020, Governor Ron DeSantis issued Executive Order 20-83, directing the State Surgeon General and State Health Office to issue a public health advisory against all social or recreational gatherings of 10 or more people.

WHEREAS, pursuant to Section 252.38, Florida Statutes, political subdivisions are authorized to declare and enact a local state of emergency for a period of up to seven days, thereby waiving the procedures and formalities otherwise required by law; and

WHEREAS, pursuant to Section 252.38, Florida Statutes, and Section 37-35, Escambia County Code, the Chairman of the Board of County Commissioners declared a state of local emergency for Escambia County effective as of 2:00 p.m. on March 16, 2020; and

WHEREAS, on March 27, 2020, the Chairman of the Board of County Commissioners extended the state of local emergency for Escambia County until 1:59 p.m. on April 6, 2020; and

WHEREAS, COVID-19 poses a health risk to the residents of Escambia County, particularly those who are elderly, immunosuppressed, or otherwise have high-risk medical conditions; and

WHEREAS, minimizing contact is necessary to avoid the risk of COVID-19 infection for the residents of Escambia County; and

WHEREAS, the measures implemented herein are narrowly tailored to protect the residents of Escambia County and minimize the spread of COVID-19 in the community; and

WHEREAS, on March 20, 2020, by Board action during a Special Meeting of the Board of County Commissioners, the Board approved the measures implemented herein, as memorialized in Emergency Order 20-1.

NOW THEREFORE, pursuant to Chapter 252, Florida Statutes, and Chapter 37, Escambia County Code, the Board of County Commissioners hereby declares the following and extends Emergency Order 20-1, as set forth below:

- 1. The foregoing recitals are true and are incorporated herein.
- 2. The following public properties and public facilities within the unincorporated areas of Escambia County are hereby closed:
 - a. Public beaches;
 - b. Public beach accessways; and
 - c. Public beachfront parks.
- 3. This Order shall not apply to parks, beaches, and recreational facilities under the jurisdiction of the State of Florida, or the federal government.
- 4. The Board of County Commissioners hereby requests that the Florida Department of Environmental Protection close adjacent park properties located on the barrier islands in and around

Escambia County. The Board of County Commissioners further requests the Florida Department of Environmental Protection close access to Perdido Key State Park on Perdido Key Drive.

- 5. The Board of County Commissioners hereby requests the National Park Service close adjacent park properties of the Gulf Islands National Seashore located on the barrier islands in and around Escambia County. The Board of County Commissioners further requests the National Park Service close access to the Fort Pickens and Perdido Key Areas of the Gulf Islands National Seashore and close access to the Gulf Islands National Seashore on State Road 399.
- 6. In accordance with Chapter 252, Florida Statutes, and Chapter 37, Article II, Sec. 37-42, Escambia County Code, any person violating any provision of this Order shall be prosecuted in the same manner as misdemeanors are prosecuted and, upon conviction, shall be punished by a fine not to exceed \$500.00 or by imprisonment in the county jail not to exceed 60 days or by both such fine and imprisonment.
- 7. Vehicles on either barrier island parked in a County right-of-way without authorization from the County shall be immediately deemed a danger and subject to immediate removal by the enforcing agent at the owner's expense in accordance with Sec. 94-51, Escambia County Code of Ordinances.
- 8. This Order shall be effective as of ______ p.m. (CDT) on April 2, 2020, until further action by the Board of County Commissioners.

Adopted this 2nd day of April, 2020.

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS Clerk of the Circuit Court	By: Steven Barry, Chairman
By:	Approved as to form and legal sufficiency. By/Title: Date: 3 2 4 2 2 2 0

3/20/2020 Item 10

EMERGENCY ORDER EO 20- 2

TOLLING THE EXPIRATION DATE OF COUNTY ISSUED PERMITS, LAND USE APPROVALS, AND DEVELOPMENT ORDERS

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 directing the State Health Officer and Surgeon General to declare a Public Health Emergency due to the discovery of COVID-19 in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a state of emergency for the State of Florida; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a state of emergency for the United States of America effective March 1, 2020; and

WHEREAS, pursuant to Section 252.38, Florida Statutes, political subdivisions are authorized to declare and enact a local state of emergency for a period of up to seven days, thereby waiving the procedures and formalities otherwise required by law; and

WHEREAS, pursuant to Section 252.38, Florida Statutes, and Section 37-35, Escambia County Code, the Chairman of the Board of County Commissioners declared a state of local emergency for Escambia County effective as of 2:00 p.m. on March 16, 2020; and

WHEREAS, on March 20, 2020, the Board of County Commissioners extended the state of local emergency for Escambia County until 1:59 p.m. on March 30, 2020; and

WHEREAS, formerly routine processes are disrupted and taking longer to accomplish due to COVID-19 precautions being mandated by the Federal and State Governments; and

WHEREAS, on March 20, 2020, by Board action during a Special Meeting of the Board of County Commissioners, the Board approved the measures implemented herein and authorized the County Administrator to execute this Order.

NOW THEREFORE, pursuant to Chapter 252, Florida Statutes, and Chapter 37, Escambia County Code, the County Administrator on behalf of the Board of County Commissioners hereby declares and establishes the following:

1. The above recitals are true and are incorporated herein.

2. The following permits, land use approvals, and development orders issued by Escambia County

are hereby tolled for the period set forth in paragraph 3:

a) Building Permits;

b) Land use approvals (including Fence Permits, Construction in County Right-of-Way

Permits, and Driveway Construction in County Right-of-Way Permits);

c) Development Orders;

d) Recycling Facility Permits;

e) Borrow Pit Permits;

f) Solid Waste Management Permits;

g) Construction and Demolition Debris (C&DD) Facility Permits;

h) Land Clearing Disposal (LCD) Facility Permits; and

i) Hazardous Waste Facility Permits.

3. This Order shall be effective as of 12:00 a.m. (CDT) on March 21, 2020, until further action by the

Board of County Commissioners during the next regularly scheduled Board meeting on April 2,

2020.

Adopted this 20th day of March, 2020.

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

By:

anice P. Gilley, County Administrator

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

Date Executed

tv Clerk`

EMERGENCY ORDER EO 20-

TOLLING THE EXPIRATION DATE OF COUNTY ISSUED PERMITS, LAND USE APPROVALS, AND DEVELOPMENT ORDERS

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 directing the State Health Officer and Surgeon General to declare a Public Health Emergency due to the discovery of COVID-19 in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a state of emergency for the State of Florida; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a state of emergency for the United States of America effective March 1, 2020; and

WHEREAS, pursuant to Section 252.38, Florida Statutes, political subdivisions are authorized to declare and enact a local state of emergency for a period of up to seven days, thereby waiving the procedures and formalities otherwise required by law; and

WHEREAS, pursuant to Section 252.38, Florida Statutes, and Section 37-35, Escambia County Code, the Chairman of the Board of County Commissioners declared a state of local emergency for Escambia County effective as of 2:00 p.m. on March 16, 2020; and

WHEREAS, on March 20, 2020, the Board of County Commissioners extended the state of local emergency for Escambia County until 1:59 p.m. on March 30, 2020; and

WHEREAS, on March 27, 2020, the Chairman of the Board of County Commissioners extended the state of local emergency for Escambia County until 1:59 p.m. on April 6, 2020; and

WHEREAS, formerly routine processes are disrupted and taking longer to accomplish due to COVID-19 precautions being mandated by the Federal and State Governments; and

WHEREAS, on March 20, 2020, by Board action during a Special Meeting of the Board of County Commissioners, the Board approved the measures implemented herein, as memorialized in Emergency Order 20-2.

NOW THEREFORE, pursuant to Chapter 252, Florida Statutes, and Chapter 37, Escambia County Code, the Board of County Commissioners hereby declares the following and extends Emergency Order 20-2,

as set forth below: 1. The above recitals are true and are incorporated herein. The following permits, land use approvals, and development orders issued by Escambia County 2. are hereby tolled for the period set forth in paragraph 3: a) Building Permits; b) Land use approvals (including Fence Permits, Construction in County Right-of-Way Permits, and Driveway Construction in County Right-of-Way Permits); c) Development Orders; d) Recycling Facility Permits; e) Borrow Pit Permits; Solid Waste Management Permits; Construction and Demolition Debris (C&DD) Facility Permits; h) Land Clearing Disposal (LCD) Facility Permits; and i) Hazardous Waste Facility Permits. This Order shall be effective as of ______ p.m. (CDT) on April 2, 2020, until further action by the 3. Board of County Commissioners. Adopted this 2nd day of April, 2020. **BOARD OF COUNTY COMMISSIONERS** OF ESCAMBIA COUNTY, FLORIDA Steven Barry, Chairman ATTEST: PAM CHILDERS

Clerk of the Circuit Court

Deputy Clerk (SEAL)

Approved as to form and legal sufficiency.

eredigentage projective and seems of the control o Delay til Color oppfylligte state for the green order of the color of the fighter of the state of the on a professional and a some applications of the tik ali sigil janggi katigan, kaning menandakan di kadangang mengan dibaga matawahat Abi ार को दूर के बहुत्त के अध्यक्त सम्बद्धां के कर की बीची के पूर्व कर्मा करने dat ar o'X kins Balki. 😘 क्षेत्र क्षित्र <mark>क्षेत्र क्षेत्र के प्र</mark>ाप्त के कार्य के कार्य के कार्य के कार्य के कार्य कार्य के किये के क्षेत्र in Market religiores arrestantes describes actività de la companya della companya 化环烷 计函数编制 经 1996年4月8日 1986年1月1日 - 1986年1月 Propried and the control of the cont er a complete restauration and participate configuration and high Butter of the American Charles

and file from the file of the second
Maria Carlo (1986)

Approved as to form and logal sufficiency.

y/Title:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-17622 County Attorney's Report 8. 1.

BCC Regular Meeting Information

Meeting Date: 04/02/2020

Issue: Selena Barnes v. Escambia County Board of County

Commissioners, FCHR #201916383.

From: CHARLES PEPPLER, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Selena Barnes v. Escambia County Board of County Commissioners, FCHR #201916383.

That the Board accept the following information that the Florida Commission on Human Relations has found that there was no reasonable cause to sustain the complaint by Ms. Barnes that the County had violated the Florida Civil Rights Act of 1992 when Ms. Barnes was terminated from her employment.

BACKGROUND:

The FCHR determined that Ms. Barnes had failed to provide sufficient evidence that she had ever been discriminated against because of a disability or a perceived disability. Moreover, Ms. Barnes did not provide sufficient evidence to prove a prima facia case of discrimination either based on gender or disability, as the County articulated a legitimate non-discriminatory reason for terminating her employment and there has been no evidence uncovered that the termination was a pretext for discrimination.

Ms. Barnes has thirty-five days from the FCHR's finding of no reasonable cause dated February 25, 2020 in which to file a petition for relief with the Division of Administrative Hearings. It is unknown whether Ms. Barnes will seek an appeal hearing with DOAH. Should she pursue an administrative hearing, this office will vigorously defend the County.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF: N/A		
PERSONNEL: N/A		
POLICY/REQUIREMENT FOR BOARD ACTION: N/A		
IMPLEMENTATION/COORDINATION: N/A		
Attachments No file(s) attached.		

N/A