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 – May 21, 2020 – 9:00 a.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner Barry.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Proclamation.

Recommendation: That the Board adopt the Proclamation proclaiming the week of May 17 - 23, 2020, as "Emergency Medical Services Week" in Escambia County, reminding the community of the vital importance of the services provided by Escambia County Emergency Medical Services, and encouraging all citizens to honor the "Everyday Heroes" dedicated to emergency medical care.

7. Written Communication

April 2, 2020, communication from Kerry Anne Schult, Esquire, requesting lien relief for property located at 2602 Gulf Beach Highway.

Recommendation: That the Board review and consider the lien relief request made by Kerry Anne Schult, Esquire, for the previous owners, Allen Nocon and Maria Elen P. Gajo, against 2602 Gulf Beach Highway.

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

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

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

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

9. 9:01 a.m. Public Hearing for consideration of adopting an Ordinance creating the Upland Woods Subdivision Street Lighting MSBU.

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

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

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

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

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

10. 9:02 a.m. Public Hearing for consideration of adopting an Ordinance creating the Cedar Ridge Subdivision Street Lighting MSBU.

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

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

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

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

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

11. 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 March 2020 Returns Received in April 2020

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the March 2020 returns received in the month of April 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the seventh month of collections for the fiscal year 2020. Total collected for the month of March 2020 Returns was $528,032.21. This is a 50.86% decrease from the March 2019 returns. Total collections year to date are 10.15% less than the comparable time frame in Fiscal Year 2019.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held May 7, 2020; and

B. Approve the Minutes of the Regular Board Meeting held May 7, 2020.

GROWTH MANAGEMENT REPORT

I. Action Item

1. Recommendation Concerning Final Plat Bentley Oaks Unit 4, Phase 2 Permit FP# 2001255

   That the Board take the following action concerning recording Bentley Oaks Unit 4, Phase 2 (a 54-lot residential subdivision), located in the Cantonment Community, lying west off County Road 297A and north of West Kingsfield Road (County Road 186). Owned and developed by Beaird Development, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the subdivision plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

   A. Approve the subdivision plat for recording in the Public Records;

   B. Approve street names “Avalon Street,” “Quartz Avenue” and “Granite Lane”;

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

   D. Authorize Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety.

2. Recommendation Concerning the Issuance of a 14-day Consecutive Temporary Concrete Permit for the Crushing and/or Pulverizing of Excess Concrete Located and Generated at an Existing Concrete Batch Plant Known as American Concrete Supply, Inc.

   That the Board of County Commissioners (BCC) review and approve, modify, or deny the issuance of a 14-day temporary concrete crushing permit for American Concrete Supply, Inc., for the next 45 days to allow for the crushing and/or pulverizing of its own aggregate material on site.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

June 4, 2020

A. 5:45 p.m. - A Public Hearing Opting Out of the Sector Plan and Assigning a Future Land Use Category - 2025 Kingsfield Road - OSP-2019-02 (second of two public hearings)

Summary: The applicant is requesting to remove a parcel from the adopted Escambia County Mid-West Sector Plan, Muscogee Detailed Specific Area Plan; the applicant is also requesting that a Future Land Use category of Mixed-Suburban be assigned to the parcel.

B. 5:46 p.m. - A Public Hearing Opting Out of the Sector Plan and Assigning a Future Land Use Category - 1900 BLK W Kingsfield Road - OSP-2019-03 (second of two public hearings)

Summary: The applicant is requesting to remove a parcel from the adopted Escambia County Mid-West Sector Plan, Muscogee Detailed Specific Area Plan; the applicant is also requesting that a Future Land Use category of Mixed-Suburban be assigned to the parcel.

C. 5:47 p.m. - A Public Hearing Opting Out of the Sector Plan and Assigning a Future Land Use Category - 2003 and 1955 W Kingsfield Road - OSP-2019-04 (second of two public hearings)

Summary: The applicant is requesting to remove a parcel from the adopted Escambia County Mid-West Sector Plan, Muscogee Detailed Specific Area Plan; the applicant is also requesting that a Future Land Use category of Mixed-Suburban be assigned to the parcel.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property for the Facilities Management Department - Cassie C. Boatwright, Department Director

   That the Board approve the Request for Disposition of Property Form for the Facilities Management Department for property which is described and listed on the Request Form, with reason for disposition stated. The item has been found to be of no further usefulness to the County; thus, it is requested that it be salvaged.

2. Recommendation Concerning the State of Florida Department of Transportation Off-System Project Agreement Related to State Road 10 (US 90A) Nine Mile Road Including Tower Ridge Road - Joy Jones, P.E., Engineering Department Director

   That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Off-System Project Agreement Related to State Road 10 (US 90A) Nine Mile Road including Tower Ridge Road:

   A. Adopt the Resolution authorizing the Agreement;

   B. Approve the State of Florida Department of Transportation Off-System Project Agreement between FDOT and Escambia County related to State Road 10 (US 90A) Nine Mile Road including Tower Ridge Road; and

   C. Authorize the Chairman or Vice Chairman to execute the documents and any subsequent documents required for implementation of the project.

   This project is located in Commission District 1.

3. Recommendation Concerning Traffic Restrictions: Speed Limit Reductions on Scepter Court and Worley Road and Parking Prohibitions on Schwab Drive and East Olive Road - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the filing of traffic restrictions - Speed Limit Reductions and Parking Prohibitions per the requirements of Ordinance Number 2003-26, which authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets:

A. Adopt the Resolution establishing speed limits for the reduction in speed from 30 miles per hour to 25 miles per hour on Scepter Court, District Five (D5), from County Road (CR) 297A to west end of road, and on Worley Road (D5) from Mystic Springs Road to east end of road;

B. Adopt the Resolution establishing a "No Parking" prohibition on Schwab Drive District Four (D4), from North 9th Avenue to Schwab Court and on East Olive Road District Three (D3), from 500' west of Cody Lane to 700' west of Cody Lane (north side of right-of-way); and

C. Authorize the Chairman to sign the Resolutions.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for sign installations]

These roads are located in Commission Districts 3, 4, and 5.

4. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Conservation Easement located at 1000 Block of Pine Top Lane (2.37 acres, more or less) from C.R. Campbell, Sr. and Billy Ray Campbell, to Escambia County - Joy Jones, P.E. Engineering Department Director

That the Board schedule a Public Hearing for June 4, 2020,at 5:33 p.m., to consider the Petition to Vacate a Conservation Easement located at 1000 Block of Pine Top Lane (2.37 acres, more or less) from C.R. Campbell, Sr. and Billy Ray Campbell, to Escambia County, as petitioned by Cleveland R. Campbell, Sr., represented by his Agent, Todd Stafford:

A. Authorize the scheduling of a Public Hearing for June 4, 2020, at 5:33 p.m., to consider the Petition to Vacate a Conservation Easement located at 1000 Block of Pine Top Lane (2.37 acres, more or less) C.R. Campbell, Sr. and Billy Ray Campbell, to Escambia County, as petitioned by Cleveland R. Campbell, Sr., represented by his Agent, Todd Stafford; and

B. Require the Petitioner to notify all property owners within a 1,000-foot radius.

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

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Memorandum of Agreement with the University of West Florida for Public Transportation Service - Tonya Ellis, Mass Transit Department Director

   That the Board take the following action concerning the Memorandum of Agreement with the University of West Florida (UWF), relating to Public Transportation services at the UWF Campus and surrounding area:

   A. Approve the Memorandum of Agreement between Escambia County and the University of West Florida, relating to Public Transportation services at the UWF Campus and surrounding area; and

   B. Authorize the Chairman to sign the Memorandum of Agreement.

   [Funding: UWF will reimburse the County for all operating, maintenance and administrative costs]

2. Recommendation Concerning the Interlocal Agreement with the Santa Rosa Island Authority Relating to Public Transportation Services on Pensacola Beach for 2020 - Tonya Ellis, Mass Transit Department Director

   That the Board take the following action concerning the Interlocal Agreement with the Santa Rosa Island Authority (SRIA), relating to public transportation services on Pensacola Beach for 2020:

   A. Approve the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority, relating to public transportation services on Pensacola Beach, via Escambia County Area Transit Authority (ECAT) trolleys, from May 22, 2020, through September 7, 2020, with the SRIA reimbursing the County for all operating costs; and

   B. Authorize the Chairman to sign the Interlocal Agreement.

   [Funding: SRIA will reimburse the County for all operating costs]

3. Recommendation Concerning Change Order #2 to G&S Holdings, DBA Empire Trucks PO #200992 for Mass Transit Maintenance Parts - Tonya Ellis, Mass Transit Director

That the Board approve and authorize the County Administrator to execute Change Order #2 to Empire Trucks, adding funds for the repair and maintenance on Cummins Engines.

Department:	Mass Transit
Division:	Maintenance
Type:	Addition
Amount:	$20,000
Vendor:	G&S Holdings, DBA Empire Trucks
Project Name:	N/A
Contract:	No Contract - PO issued based on lowest Price
Purchase Order #:	200992
Change Order #1:	$4,000
Change Order #2: (this request)	$20,000
Total:	$44,000

There are five companies available that sell Cummins parts. The Maintenance department request quotes from each company when a purchase needs to be made. The best price is awarded the purchase. The Mass Transit department issues blanket Purchase Order's to each of these companies at the beginning of the financial year and depending on which company has the best price will determine changes needed for one or more of the Purchase Order's issued for Cummins parts.

[Funds are available in Fund 104 - Mass Transit, Cost Center 320407 - Fleet Maintenance, Account 54606 - Preventive Maintenance]

4. Recommendation Concerning the Issuance of Fiscal Year 2019/2020 Purchase Order, in Excess of $25,000, for the Public Safety Department - John Dosh, Interim Public Safety Department Director

That the Board, for Fiscal Year 2019/2020, approve the issuance of an individual Purchase Order, in excess of $25,000, based upon quotes obtained via Vendor Registry, for the Public Safety Department, as follows:

	Vendor/Contractor	**Amount**	**Contract Number**
	QuadMed Vendor #: 180077 Patient Simulation Mannequin Fund 408, Emergency Medical Services Cost Center: 330302 EMS	$41,272.60	N/A Quotes were obtained via Vendor Registry

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

A request for quotations for a Patient Simulation Mannequin was posted on Vendor Registry, to receive quotes for a training mannequin that would allow staff members to perform multiple airway skills, airway complications, simulated spontaneous breathing and patient monitoring.

This request for quotations was emailed to 186 registrants in Vendor Registry. 39 firms opened and viewed the request for quotations. At closing on April 24, 2020, 9:00 a.m., two quotations had been received.

5. Recommendation Concerning the Issuance of an Emergency Purchase Order for Fiscal Year 2019-2020 Purchase Orders in excess of $25,000 - John Dosh, Interim Public Safety Department Director

That the Board take the following action concerning the Emergency Purchase Orders to QuadMed, Inc., for the EMS Division:

A. Authorize and Ratify the issuance of PO # 201419 to QuadMed, Inc., in the amount of $29,536.80, for the emergency purchase of Hazmat Coveralls (reusable), that will be utilized as Personal Protective Equipment (PPE) to be utilized by EMS and Fire for patient care responses.

Vendor/Contractor	Amount	Contract Number
QuadMed, Inc. Hazmat Coveralls (PPE Gear) Fund 408, Emergency Medical Service Cost Center: 330305, EMS Cares Act; Object Code: 55201, Operating Supplies	$29,536.80	N/A Emergency Purchase due to supply availability

[Funding Source: Fund 408, Emergency Medical Service, Cost Center 330305, EMS Cares Relief Act]

6. Recommendation Concerning Acceptance of the Fiscal Year 2019/2020 Escambia County Expenditure Comparison Summary by Fund Report and Outside Agency Reports for the 2nd Quarter, Which Ended March 31, 2020 - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board accept for the record the Fiscal Year 2019/2020 Escambia County Expenditure Comparison Summary by Fund Report and Outside Agency Reports for the second quarter, which ended March 31, 2020.

As of March 31, 2020, Escambia County Expenditure Comparison by Fund total percent of budget utilized is at 30%; the Fiscal Year 2019 percent of budget utilized was at 31%. Total expenditures, as of March 31, 2020, are $237 million, while total expenditures, as of March 31, 2019, were $266 million. Current Encumbrances of $87 million are noted, but not included in the calculation as they impact future expenditures.

The Board of County Commissioners, on September 23, 2019, agreed that all Outside Agencies receiving funding from Escambia County would be required to provide a Goals and Metrics Scorecard. The Goals and Metrics Scorecard is designed to allow the recipient to provide information stating how the funding received is being used.

7. Recommendation Concerning Supplemental Budget Amendment #129, 4-H Foundation Funding to Purchase a Super Cab Truck, Nick Simmons Extension Services Division Manager - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #129, General Fund (001), in the amount of $28,311, to recognize funding from the Escambia County 4-H Foundation to purchase a super cab truck for the 4-H Program Assistant at Extension Services.

8. Recommendation Concerning Supplemental Budget Amendment #130, John Dosh, Interim Public Safety Department Director - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #130, Emergency Medical Services (Fund 408), in the amount of $395,998, to recognize Coronavirus Aid, Relief, and Economic Security (CARES) Act Provider Relief Funds received from the US Department of Health and Human Services through United Health Group, and to appropriate these funds for health care related expenses or lost revenues that are attributable to coronavirus.

9. Recommendation Concerning Supplemental Budget Amendment #132, Sheriff's Department, Henrique Dias, Chief Financial Officer - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #132, General Fund (001), in the amount of $21,824, to recognize the Sheriff's off-duty officer, public records, auto repairs, miscellaneous reimbursements/fees, and investigative costs, and to appropriate these funds back into the Sheriff's Administrative Budget, to offset operational expenses associated with providing law enforcement services in Escambia County.

10. Recommendation Concerning the Delay of Commercial Rental Payments From Tenants of the McDonald Shopping Center for a Period of 90 Days - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board approve the delay of commercial rental payments from tenants of the McDonald Shopping Center for a period of 90 days. This delay is in response to the Coronavirus outbreak and will pertain to rents due for the months of April, May and June, 2020.

[Rents Deposited in: Fund 001, General Fund, Revenue Account: 362010]

11. Recommendation Concerning the Acceptance of Two Drainage Easements for the Klondike Road at Cedarbrook Estates Pond Project - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the acceptance of two Drainage Easements for the Klondike Road at Cedarbrook Estates Pond Project:

A. Accept the donation of two Drainage Easements needed for the Klondike Road at Cedarbrook Estates Pond Project;

Property Owner	Parcel Reference Number	Area
Nancy Flowers Padgham	15-1S-31-3100-004-027	approximately 2,783.13 square feet
Michael L. Whitney and Connie Diane Richards-Whitney	15-1S-31-3101-001-001	approximately 1,778.13 square feet

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

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

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

These parcels are located in Commission District 1.

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

12. Recommendation Concerning the Acceptance of a Portion of Real Property for Road Right-of-Way for the Pine Barren Church Road Dirt Road Paving Project - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the acceptance of the donation of a portion of real property for road right-of-way (approximately 0.16 acre more or less), located at 5270 Pine Barren Church Road, from Pine Barren Baptist Church, Inc., for the Pine Barren Church Road Dirt Road Paving Project:

A. Accept the Warranty Deed donating a portion of real property, located at 5270 Pine Barren Church Road, from Pine Barren Baptist Church, Inc., for the Pine Barren Church Road Dirt Road Paving Project;

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

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

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

This property is located in Commission District 5.

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

13. Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Supplemental Agreement No. 001 for O.C. Phillips Road Over Brushy Creek Bridge #484029 - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Local Agency Program (LAP) Supplemental Agreement No. 001 between the FDOT and Escambia County, which supports additional efforts required by the design consultant to obtain necessary environmental permitting for the O.C. Phillips Road over Brushy Creek Bridge #484029 project:

A. Approve the FDOT LAP Supplemental Agreement No. 001 between the State of Florida Department of Transportation and Escambia County for the O.C. Phillips Road over Brushy Creek Bridge #484029 Project; and

B. Adopt the Resolution authorizing the Chairman to sign the LAP Supplemental Agreement.

This project is located in Commission District 5.

Funding Source: FDOT will reimburse Escambia County up to $565,893 for expenses related to the design of the project. This Supplemental Agreement, No. 001, will increase FDOT's share by $59,643, from $506,250 to $565,893. County's share will increase by $19,881, from $168,750 to $188,631.

[Funding Sources:
Fund 352, LOST III, Cost Center 210127, Object Code 56301, Project #13EN2188, $30,618.35;
Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2188, $10,206.12; and
Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project #19EN0629, $38,699.53]

14. Recommendation Concerning Amendment #1 to the Wheelchair Ramp Partnership Pilot Project Agreement for Pensacola Habitat for Humanity, Inc.- Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning Amendment #1 to the Wheelchair Ramp Partnership Pilot Project Agreement for Pensacola Habitat for Humanity, Inc.:

A. Approve Amendment #1 to the Wheelchair Ramp Partnership Pilot Project Agreement with Pensacola Habitat for Humanity, Inc., to provide additional funding, for a total of $16,000, and to extend the project date through September 30, 2021; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment as necessary to implement the Program.

[Funding: Fund 146/CDBG Housing Loan Repayment Fund, Cost Center 370291]

15. Recommendation Concerning the issuance of a Purchase Order to K & J Winsupply for Wafer Butterfly Valves at Perdido Landfill Gas Collection and Control System - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning a Purchase Order to K & J Winsupply for valves and valve actuators for the Perdido Landfill Gas Collection and Control System (GCCS):

A. Authorize the issuance of a Purchase Order to K & J Winsupply, in the amount of $36,235.55, for valves and valve actuators, per the terms provided in the Quotation Overview in Vendor Registry; and

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

This request for quotations was emailed to 112 registrants in Vendor Registry, representing 28 firms. 16 firms opened and viewed the request for quotations. At closing on April 10, 2020, 4:00 p.m., two quotations had been received, with both registered through Vendor Registry.

Vendor/Contractor	Amount	Contract Number
K & J Winsupply Purchase and Install three Valves with Bolt and Gasket Kits. Fund 401, Solid Waste Fund Cost Center: 230308, Landfill Gas to Energy Object Code: 54601, Repairs and Maintenance	$36,235.55	N/A Request for Quotations via Vendor Registry and/or Hand Delivery

[Funding: Fund 401, Solid Waste Fund; Cost Center 230308, Landfill Gas to Energy; Object Code, 54601, Repairs and Maintenance]

16. Recommendation Concerning Amendment One to the Walton County Sheriff's Office Memorandum of Agreement - William R. Powell, Director of Corrections

That the Board take the following action concerning the First Amendment to the Memorandum of Agreement (MOA) between Escambia County, Florida, and Walton County, which provides temporary housing for some of the Escambia County Inmates:

A. Approve the Amendment to the MOA for temporary housing of some of Escambia County Inmates which extends the Agreement to July 9, 2021; and

B. Authorize the Chairman to execute the Amendment for the Agreement for temporary inmate housing.

[Funding is available in the Fiscal Year 2019-2020 budget in Fund 001, General Fund; Detention Cost Center 290401; Object Code 53401]

17. Recommendation Concerning the Application for Funding Assistance Regarding the Florida Department of Law Enforcement Justice Assistance Grant (JAG) County-wide Program to Support the Jail Alternative Initiative and Tactical Response Team Project - William R. Powell, Director of Corrections

That the Board take the following action concerning the Application for the Jail Alternative Initiative project:

A. Approve the Application for Funding Assistance regarding the Florida Department of Law Enforcement Justice Assistance Grant (JAG) County-wide Program for the Jail Alternative Initiative and Tactical Response Team Project, in the amount of $41,133;

B. Authorize the Chairman to Sign the Application for Funding Assistance, to include the Subaward Standard Conditions;

C. Authorize the Chairman to sign the Certifications regarding Lobbying, Debarment and Drug-Free Workplace requirements and to sign the Financial Management and System of Internal Controls Questionnaire; and

D. Authorize the Department to electronically submit the Application on behalf of the Board through the Florida Department of Law Enforcement, Subgrant Information Management On-line System (SIMON) portal.

[Funding: The funds are made available through the Federal Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide Solicitation, for the period beginning October 1, 2019, and terminating September 30, 2021. There is no cost to the County]

18. Recommendation Concerning an Extension to the Lake Stone Campground Facility Management Agreement - Michael Rhodes, Parks and Recreation Department Director

That the Board approve the Extension to the Agreement between Escambia County Board of County Commissioners and Dennis Keith Cole for the Management of the Lake Stone Campground Facility, extending the existing Contract for an additional year, effective June 1, 2020.

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

- Lake Stone Agreement & Renewal

[Funding Source: Fund 001, General Fund, Lake Stone, Cost Center 350204]

19. Recommendation Concerning the Approval of the Renewal of Contract #CSU17 Between Escambia County and the Florida Department of Revenue for Reimbursements Related to Title IV-D Child Support Enforcement Actions - Janice P. Gilley, County Administrator

That the Board approve, and authorize the Chairman to sign, Contract #CSU17 between Escambia County and the Florida Department of Revenue (DOR), for reimbursements related to Title IV-D Child Support Enforcement actions, including service of process and execution of writs for child support of enforcement orders issued by DOR, from July 1, 2020, through June 30, 2025. This renewal will continue to allow the County to collect 66% of the unit rate for each service of process and each writ of bodily attachment.

20. Recommendation Concerning the Contract Award for Pensacola Pass Inlet Management Plan - Chips Kirschenfeld, Department Director, Natural Resources Management, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Olsen Associates, Inc., per the terms and conditions of PD 19-20.008, Pensacola Pass Inlet Management Plan, in the lump sum amount of $403,800.

Vendor	Funding	Amount	Solicitation Number
Olsen Associates, Inc.	**Florida DEP Agreement 19ES2** Fund 353, LOST IV; Cost Center 220106, Pensacola Pass Inlet Management Study; Object Code 53101, Professional Services; Project Code 19DS0732	$302,850	PD 19-20.008
Olsen Associates, Inc.	**Matching Funds from Escambia County:** Fund 353, LOST IV; Cost Center 110102, LOST IV Discretionary; Object Code 53101, Professional Services; Project Code 19DS0732	$100,950	PD 19-20.008

Specification PD 19-20.008, Pensacola Pass Inlet Management Plan, was posted to Government Forms Software on February 20, 2020, and issued to 24 registrants representing 13 firms.

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

- Proposal Response from Olsen Associates, Inc.

21. Recommendation Concerning the Award of a Purchase Order for One Emergency Management Truck or Approved Equivalent for Public Safety - John Dosh, Department Director, Public Safety, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize the use of the Florida Sheriff's Association Cooperative Purchasing Agreement FSA 19-VEL27.0 for this purchase; and;

B. Award and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for one Emergency Management Vehicle to Bozard Ford Co., in the amount of $49,996, for a Ford F-250 Crew Cab 4x4 truck per the terms and conditions of PD 19-20.057, One Emergency Management Truck or Approved Equivalent for Public Safety.

Vendor	Funding	Amount	Solicitation Number
Bozard Ford Co.	Fund 353, LOST IV; Cost Center 330434, Public Safety Cap Project; Object Code 56401, Machinery & Equipment; Project # 20PS1129	$49,996	PD 19-20.057

Specification PD 19-20.057, One Emergency Management Vehicle or Approved Equipment for Public Safety was posted to Vendor Registry on April 9, 2020, and was sent to 45 registrants representing 30 firms. The solicitation was viewed by nine firms and downloaded by six firms.

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

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

22. Recommendation Concerning the Award of a Purchase Order for Two Chevrolet Colorado Extended Cab 4WD 4WT Trucks (Model 12M53) or Approved Equivalent for Public Safety - John Dosh Department Director, Public Safety, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for Two Chevrolet Colorado Extended Cab 4WD 4WT Trucks (Model 12M53), to Pete Moore Chevrolet, Inc., in the amount of $53,000 ($26,500 per vehicle), per the terms and conditions of PD 19-20.058, Two Chevrolet Colorado Extended Cab 4WD 4WT Trucks (Model 12M53) or Approved Equivalent for Public Safety.

Vendor	Funding	Amount	Solicitation Number
Pete Moore Chevrolet, Inc.	Fund 153, EMS; Cost Center 330435, Public Safety Cap Project; Object Code 56401, Machinery & Equipment	$53,000	PD 19-20.058

Specification PD 19-20.058, Two Chevrolet Colorado Extended Cab 4WD 4WT Trucks (Model 12M53) or Approved Equivalent for Public Safety, was posted to Vendor Registry on April 13, 2020, and was issued to 41 registrants representing 25 firms. The solicitation was viewed by 13 firms and downloaded by nine.

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

- Bid Response from Pete Moore Chevrolet, Inc.
- Recommendation to Award Determination Checklist

23. Recommendation Concerning State and Federal Tax Credit Incentives Broker/Consulting - Clara Long, Neighborhood and Human Services Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve the sale of the following State and Federal Tax Credits;

Certificate #	Project Site #	Tax Credit Amount
648	171102001	$50,975.00
692	170502001	$36,613.55
821	170502001	$199,966.92
926	170502001	$55,822.45
Total		$343,377.92

B. Approve and authorize the Chairman to execute the Agreement between Escambia County, Florida, and Clocktower Tax Credits, LLC, per the terms and conditions of PD 19-20.009, State and Federal Tax Credits Incentives Broker/Consulting, for a brokerage fee of $0.005 per dollar ($1,716.89);

C. Approve and authorize the Chairman to execute a Purchase Agreement between Escambia County, Florida, and RELX US Holdings, Inc., for the sale of State Tax Credits for the Brownfields Voluntary Tax Credit Certificates in the amount of $343,377.92; and

D. Authorize the issuance of a Purchase Order or voucher to Clocktower Tax Credits, LLC, for its brokerage fee, in the amount of $250.

Specification PD 19-20.009, State and Federal Tax Credits Incentives Broker/Consulting, was posted to Vendor Registry on January 3, 2020, and was sent to eight registrants representing seven firms. Two firms responded to the RFP.

The broker fee will be paid from Fund 129/Brownfield/Romana-VCTC, Cost Center 370213. All funds received from the sale of the tax credits will be deposited in Fund 129, CDBG Entitlement.

24. Recommendation Concerning Funding to Support the 850 Music Festival - Commissioner Lumon May, District 3

That the Board approve funding, in the amount of $2,000, to support the 850 Music Festival from Commissioner Lumon May's discretionary fund.

25. Recommendation Concerning the Contract for the Residential Income-Based Roof Program - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning a Contract for the Residential Income-Based Roof Program under the Neighborhood & Human Services Department/Community Redevelopment Agency:

A. Approve the Contract by and between the Owner, Contractor, and County for the Residential Income-Based Roof Program, which will provide assistance to income-qualifying homeowners to perform roof replacements, strengthening of roof deck attachments, and other minor roof repairs; and

B. Authorize the County Administrator to sign the Contract for the Residential Income-Based Roof Program and any other documents associated with to implement the Contract.

[Funding: Fund 151, CRA TIF Funds]

26. Recommendation Concerning Approval of Miscellaneous Appropriation Agreement for the Escambia County Human Relations Commission, Inc. - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2019/2020 Miscellaneous Appropriations Agreement for the Escambia County Human Relations Commission, Inc.:

A. Approve the Miscellaneous Appropriation Agreement, to be paid from the General Fund (001), Cost Center 110201;

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

C. Authorize the execution of the necessary Purchase Order.

III. For Discussion

1. Recommendation Concerning the Request for Subordination of the HOME Investment Partnerships Program Mortgage at 3839 Belle Meade Court, Unit A - Clara Long, Neighborhood & Human Services Department Director

   That the Board take the following action concerning the Request for Subordination of the HOME Investment Partnerships Program (HOME) Mortgage at 3839 Belle Meade Court, Unit A, as requested by Troy Stepherson:

   A. Approve the Request for Subordination of the HOME Mortgage at 3839 Belle Meade Court, Unit A, in the amount of $12,500, as requested by Troy Stepherson, in order to allow the homeowner to refinance his first mortgage to obtain a lower interest rate and monthly mortgage payment; and

   B. 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]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Approval of Addendum to Settlement Agreement & General Release of All Claims in the case of Esc. Co. v. Spirit, Inc./Spirit Solutions, Inc., Case No. 2019CA001402.

   That the Board:
   A. Approve the Addendum to Settlement Agreement and Mutual General Release of All Claims, which modifies the Settlement Funds Payment Schedule; and

   B. Authorize the Chairman to execute the Addendum to the Settlement Agreement and Mutual General Release of All Claims.

2. Recommendation Concerning Approval of Proposed Settlement in the Case of Jerry Gulley v. Escambia County, Case No. 2019 CA 000222.

   That the Board approve the proposed settlement of payment of $25,000.00 to Jerry Gulley in exchange for a General Release of all Claims, and Hold Harmless Agreement and Medicare Addendum and a stipulation for dismissal with prejudice of the pending lawsuit.

3. Recommendation Concerning Escambia County State of Local Emergency.

   That the Board take the following actions:

   A. Ratification of Escambia County State of Local Emergency Resolution R2020-55; and

   B. Extension of Escambia County State of Local Emergency.

2. II. For Discussion

Recommendation Concerning Vacation Rental Regulations

At the request of Commissioner Bergosh, that the Board discuss the issue of vacation rental regulations.

12. Items added to the agenda.

13. Announcements.

14. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17925 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 05/21/2020
Issue: Adoption of Proclamation
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamation.

Recommendation: That the Board adopt the Proclamation proclaiming the week of May 17 - 23, 2020, as "Emergency Medical Services Week" in Escambia County, reminding the community of the vital importance of the services provided by Escambia County Emergency Medical Services, and encouraging all citizens to honor the "Everyday Heroes" dedicated to emergency medical care.

BACKGROUND:
EMS Week is celebrated in Escambia County each May.

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

EMS Week 2020 Proclamation

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

***WHEREAS**, emergency medical services is a vital public service; and*

***WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and*

***WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and*

***WHEREAS**, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others; and*

***WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and*

***WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating "Emergency Medical Services Week."*

***NOW, THEREFORE**, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the week of May 17 - 23, 2020, as*

"EMERGENCY MEDICAL SERVICES WEEK"
"READY TODAY. PREPARING FOR TOMORROW."

*in Escambia County, reminds the community of the vital importance of the services provided by Escambia County Emergency Medical Services, and encourages all citizens to honor the "**Everyday Heroes**" dedicated to emergency medical care.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: May 21, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17764 **Written Communication 7.**

BCC Regular Meeting

Meeting Date: 05/21/2020

Issue: Environmental (Code) Enforcement Lien Relief - 2602 Gulf Beach Highway

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

April 2, 2020, communication from Kerry Anne Schult, Esquire, requesting lien relief for property located at 2602 Gulf Beach Highway.

Recommendation: That the Board review and consider the lien relief request made by Kerry Anne Schult, Esquire, for the previous owners, Allen Nocon and Maria Elen P. Gajo, against 2602 Gulf Beach Highway.

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

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

BACKGROUND:

Allen Nocon and Maria Elen Gajo were both the owners of the property located at 2602 Gulf Beach Highway when the Special Magistrate orders were issued and liens were filed.

On September 30, 2019, Mr. Nocon and Ms. Gajo signed a Quitclaim Deed over to

the current owner Earl McSwain Harris III.

Approximately April 2, 2020, Kerry Anne Schult, Esquire, contacted the office of Enviromental Enforcement to inquire about the Lien Relief process. Ms. Schult provided all the information required for the submittal to request lien relief. Her clients are willing to pay all the hard cost associated with liens CE07-03-0745 and CE09-01-00221.

BUDGETARY IMPACT:

1st Lien CE07-03-0745

Court Cost: $1,100.00
Fines: $25,100.00
Total Lien $26,200.00

2nd Lien CE09-01-00221

Court Cost: $1,100.00
Fines: $7,100.00
Total Lien $8,200.00

This amount does not include the Clerk's recording fees or interest.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

2602 Gulf Beach Hwy

Application for Relief from Environmental Enforcement Lien

Due to the volume of requests for relief from environmental enforcement liens received by Escambia County, applicants are asked to provide the information in Part I below in order to ensure that their application can be processed in a timely manner.

Part I (to be completed by the Applicant)

Please provide the following information:

A. Name, address, and telephone number of the person completing this form:
Allen Nocon and Maria Elen P. Gajo
5848 East Bay Boulevard
Gulf Breeze, Florida 32563
850-384-8689

B. The street address or tax account number for the property that is the subject of your request.
Parcel Identification Number: 252S311000014056
Address: 2602 Gulf Beach Highway, Pensacola, Florida 32507

C. The full legal name of the current owner of the property referenced in section B:
Earl McSwain Harris III

D. Attach to this form a copy of the current owner's recorded deed or certificate of title.

E. Attach to this form a copy of the recorded environmental enforcement lien(s) that you believe have attached to the property.

F. Attach to this form a brief explanation of why you think the County should approve your request. Please see the attached letter from Kerry Anne Schultz, Esquire.

Part II (to be completed by the Division of Environmental Code Enforcement)

A. Are conditions on the property in compliance with the requirements of the Escambia County Code of Ordinances?
☑ Yes
☐ No (describe) _____

B. The following costs and fines have accrued on the lien(s) referenced in Part I.

	(CE 07 03 0745)	(CE 09 01 00221)
Court Costs:	$1,100.00	$1,100.00
Abatement Costs:	Ø	Ø
Administrative Fines:	$25,100.00	$7,100.00
	$26,200.00	$8,200.00

FOUNTAIN
SCHULTZ &
BRIDGFORD
PLLC
ATTORNEYS AT LAW

KENNETH R. FOUNTAIN | KERRY ANNE SCHULTZ | SCOTT C. BRIDGFORD

Thursday, April 2, 2020

VIA REGULAR MAIL and ELECTRONIC MAIL
Escambia Board of County Commissioners
221 Palafox Place, Suite 110
Pensacola, Florida 32501

RE: Written Communication
Code Enforcement Case: 09-01-00221
Code Enforcement Case: 07-03-0745
Prior Owner: Allen Nocon and Maria Elen P. Gajo
Subject Property: 2602 Gulf Beach Highway, Pensacola, Florida 32507

Dear Commissioners:

I represent Allen Nocon and Maria Elen P. Gajo, who are the former owners of the real property located at 2602 Gulf Beach Highway, Pensacola, Florida. Mr. Nocon and Ms. Gajo incorrectly thought that the violations had been cured timely and that the fines were abated. I understand that the new owner has cured the current violation and is prepared to pay the court costs and fines. Mr. Nocon and Ms. Gajo are also prepared the pay any court costs that he has incurred.

We respectfully request that the Board of County Commissioners ("BCC") abate the fine for Case Number 2009-CL-34454 in the amount of $7,769.00 and Case Number 2007-CL-55892 in the amount of $25,732.50. Mr. Nocon has gone through significant health issues in the past several years and because of this hardship, my clients were unaware that a daily fine was being applied. Mr. Nocon and Ms. Gajo were also under the impression that the violations were corrected and that the tenant provided the Code Enforcement Officer with the proper notice. Mr. Nocon and Ms. Gajo are financially unable to pay the amounts owed, but as mentioned above, they are offering to pay all court costs and recording costs to settle this matter.

Please advise if this Honorable Board will consider their request to abate the daily fines incurred under both Code Enforcement cases subject to Mr. Nocon and Ms. Gajo paying the court courts and other expenses. Please contact my office to discuss any further questions or instructions you may have in order to render your decision. I look forward to hearing from you. Thank you for your consideration.

Sincerely,

Kerry Anne Schultz, Esquire

KAS/amf

2045 FOUNTAIN PROFESSIONAL CT., STE. A | NAVARRE, FLORIDA 32566
(850) 939-3535 | (850) 939-3539 *fax*

SANTA ROSA BEACH
(850) 622-2700 | (850) 622-2722 *fax*

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference: 352S311000014056
Account: 100443100
Owners: HARRIS EARL MCSWAIN III
Mail: 1615 AMERICUS AVE PENSACOLA, FL 32507
Situs: 2602 GULF BEACH HWY 32507
Use Code: MISC. RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$8,120	$1	$8,121	$8,121
2018	$7,952	$1	$7,953	$7,953
2017	$7,952	$1	$7,953	$7,953

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/30/2019	8173	1221	$12,000	QC	View Instr
01/2004	5332	1040	$32,000	WD	View Instr
03/2001	4686	1844	$100	WD	View Instr
09/1983	1817	97	$100	WD	View Instr

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

2019 Certified Roll Exemptions
None

Legal Description
E1/2 OF LTS 13 & 14 BLK 56 BEACH HAVEN PLAT DB 46 P 51 OR 8173 P 1221 SEC 54/35 T2S R30/31

Extra Features
FRAME GARAGE

Parcel Information

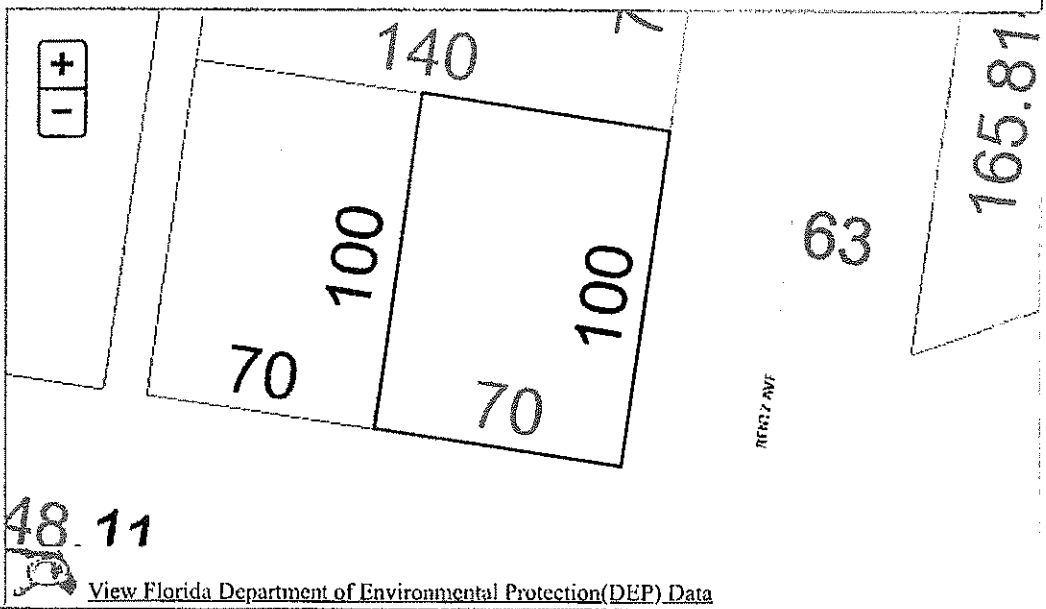
Launch Interactive Map

Section Map Id: 35-2S-31-2

Approx. Acreage: 0.1678

Zoned: HC/LI

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images



2/22/10

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.

Last Updated:04/14/2020 (tc.840)

Recorded in Public Records 9/30/2019 1:34 PM OR Book 8173 Page 1221, Instrument #2019086009, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $35.50 Deed Stamps $84.00

N08°09'29"E off rentz ave

2602 Gulf Beach Hwy. Pensacola Fl. 32507

Quitclaim Deed

RECORDING REQUESTED BY Earl McSwain Harris III
AND WHEN RECORDED MAIL TO:
1615 AMERICUS AVE, Grantee(s)

PENSACOLA, FL 32507
Consideration: $ 12,000
Property Transfer Tax: $
Assessor's Parcel No.:
PREPARED BY: ALLEN A. NOCON certifies herein that he or she has prepared this Deed.

Signature of Preparer

AUG 1, 2019
Date of Preparation

ALLEN A. NOCON
Printed Name of Preparer

THIS QUITCLAIM DEED, executed on 8-1-2019 in the County of ESCAMBIA, State of FLORIDA
by Grantor(s), ALLEN A. NOCON Maria Elen P. Gajo,
whose post office address is 5848 EAST BAY BLVD GULF BREEZE
to Grantee(s), EARL McSwain Harris III,
whose post office address is 1615 Americus Ave,

WITNESSETH, that the said Grantor(s), ALLEN A. NOCON,
for good consideration and for the sum of Twelve Thousand Dollars
($ 12,000) paid by the said Grantee(s), the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantee(s) forever, all the right, title

©SmartLegalForms

MARYLOU A. CLARK
Commission # FF 959080
Expires April 25, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

interest and claim which the said Grantor(s) have in and to the following described parcel of land, and improvements and appurtenances thereto in the County of ESCAMBIA, State of FLORIDA and more specifically described as set forth in EXHIBIT "A" to this Quitclaim Deed, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said Grantor(s) has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

GRANTOR(S):

Signature of Grantor

Print Name of Grantor: ALLEN A. NOCON

Signature of First Witness to Grantor(s)

Print Name of First Witness to Grantor(s): Randall Gaddy

Signature of Second Grantor (if applicable)

Print Name of Second Grantor (if applicable): MARIA-ELEN P. GAJO

Signature of Second Witness to Grantor(s)

Print Name of Second Witness to Grantor(s): Bill Hines

GRANTEE(S):

X

Signature of Grantee

Print Name of Grantee: Earl McSwain Harris III

Signature of First Witness to Grantee(s)

Print Name of First Witness to Grantee(s)

Signature of Second Grantee (if applicable)

Print Name of Second Grantee (if applicable)

Signature of Second Witness to Grantee(s)

Print Name of Second Witness to Grantee(s)

MARYLOU A. CLARK
Commission # FF 959080
Expires April 25, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

©SmartLegalForms

BK: 8173 PG: 1223

ALL-PURPOSE ACKNOWLEDGMENT

State of Florida

County of Escambia

On September 30, 2019 (DATE) before me, MARYLOU A. CLARK (NAME OF NOTARY PUBLIC)

personally appeared Earl M Harris III / Allen Nocon / Ellen P. Gajo (NAME(S) OF SIGNER(S))

☑ personally known to me OR ☑ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), an that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Fla. I.D. License

MARYLOU A. CLARK
Commission # FF 959080
Expires April 25, 2020
Bonded Thru Troy Fain Insurance 800-365-7019

NOTARY PUBLIC

Place Notary Seal or Stamp Here

WITNESS my hand and official seal.

Marylou A. Clark
SIGNATURE OF NOTARY

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it may prove valuable to persons relying on this Acknowledgment and could prevent fraudulent reattachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

DESCRIPTION OF ATTACHED DOCUMENT

Quit claim deed
TITLE OR TYPE OF DOCUMENT

3
NUMBER OF PAGES

September 30, 2019
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

BK: 8173 PG: 1224 Last Page

EXHIBIT A

OR BK 5332 PG 1040
Escambia County, Florida
INSTRUMENT 2004-198571

DEED DOC STAMPS PD @ ESC CO $ 224.00
01/27/04 ERNIE LEE MAGAHA, CLERK

Prepared By: Lisa K. Gaffkey
Chelsea Title Agency of Northwest Florida, Inc.
2115 West Nine Mile Road, Unit 15
Pensacola, FL 32534
incidental to the issuance of a title insurance policy.
File Number: 03-687-I
Parcel ID #: 352S31-1000-014-056
Grantee(s) SS #:

D.S. 224.00

WARRANTY DEED
(INDIVIDUAL)

This WARRANTY DEED, dated 01/21/2004
by Dorothy Baisden, an unremarried widow
whose post office address is: 611 Rentz Avenue, Pensacola, FL 32507
hereinafter called the GRANTOR, to Allen Nocon and Maria Elen P. Gajo, husband and wife
whose post office address is: 5848 East Bay Blvd., Gulf Breeze, FL 32563
hereinafter called the GRANTEE:
(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)
WITNESSETH: That the GRANTOR, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Escambia County, Florida, viz:

PROPERTY IN BEACH HAVEN IN ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THE EAST ONE-HALF OF LOTS 13 AND 14, BLOCK 56, BEACH HAVEN, ACCORDING TO MAP OF SAID BEACH HAVEN TRACT RECORDED IN DEED BOOK 46, AT PAGE 51, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2004 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE
FOLLOWING WITNESSES:

Signature: Lisa K. Gaffkey
Print Name: Lisa K. Gaffkey

Dorothy Baisden
Dorothy Baisden

Signature: Linda D. Mitchell PA
Print Name: LINDA D. MITCHELL, PA

State of Florida
County of Escambia

I am a notary public of the state of Florida and my commission expires: Nov. 20, 2004 THE FOREGOING INSTRUMENT was acknowledged before me on 01/21/2004 by: Dorothy Baisden, an unremarried widow who is personally known to me or who has produced Driver's License as identification and who Did take an oath.

Notary Seal

Signature: Lisa K. Gaffkey
Print Name: Lisa K. Gaffkey Notary Public

LISA K. GAFFKEY
MY COMMISSION # CC 965418
EXPIRES: Nov. 20, 2004

2009 CL 034431

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

CODE ENFORCEMENT LIEN PAYOFF

S 95-1820

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

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

Official Records Book: 6463 Page: 503 **View Image**

Start Date 06/16/2009 Court Cost 550.00

Recording Fees 88.00

Copies 7.00 Certified Abatement Costs 0.00

Fine Per Day $100.00 Date Of Payoff 08/26/2009

Submit **Reset** **Clear**

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
100.00	71	$7,100.00	$550.00	$95.00	$10.00	$7.00	$7.00	$0.00	$7,769.00

CE 09-01-00221
2602 Gulf Beach Hwy

OR 6463/474 - Order
OR 6463/503 - Lien

2007 CL055892

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

CODE ENFORCEMENT LIEN PAYOFF

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

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

Official Records Book: 6161 Page: 1906 View Image

Start Date 06/19/2007 Court Cost 550.00

Recording Fees 54.00

Copies 4.5 Certified Abatement Costs 0.00

Fine Per Day $100.00 Date Of Payoff 02/25/2008

Submit Reset Clear

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
100.00	251	$25,100.00	$550.00	$58.50	$10.00	$7.00	$7.00	$0.00	$25,732.50

CE 07-03-0745
2602 Gulf Beach Hwy

OR 6161/1694 - Order
OR 6161/1906 - Lien

Recorded in Public Records 05/26/2009 at 09:38 AM OR Book 6463 Page 474, Instrument #2009034441, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#09-01-00221
LOCATION: 2602 Gulf Beach Hwy
PR# 352S31-1000-014-056

Allen Nocon & Maria Elen P. Gajo
5848 East Bay Blvd
Gulf Breeze, Florida 32563

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, Allen Nocon, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

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

_____

☑ 42-196 (d) Overgrowth

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

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

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

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

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Article 6 Commercial in residential and non permitted use

☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

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

☑ Other Repair or remove the underground propane tank.

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Allen Nacon and Maria Glen P. Gajo shall have until June 15, 2009 to correct the violation and to bring the violation into compliance. Corrective action shall include:

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

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 100.00 per day, commencing June 16, 2009. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 1100.00 are awarded in favor of Escambia County as the prevailing party against Allen Nocon and Maria P. Cejo.

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

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

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

DONE AND ORDERED at Escambia County, Florida on the 12th day of May, 2009.

G. Thomas Smith
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 06/12/2007 at 10:02 AM OR Book 6161 Page 1906, Instrument #2007055892, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00

Recorded in Public Records 06/12/2007 at 08:11 AM OR Book 6161 Page 1694, Instrument #2007055763, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 07-03-0745
Location: 2602 Gulf Beach Hwy
PR# 352S31-1000-014-056

Allen Nacon & Maria Elen P. Gajo
5848 East Bay Blvd
Gulf Breeze, FL 32563

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, _____ as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the Code of Ordinances 42-196(b) & (d); Land Development Code 7.07.06.

has occurred and continues.

Certified to be a true copy
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: _____ D.C.
Date: 6-12-07

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Allen Nixon and Maria Ellen P. Gajo shall have until June 18, 2007 to correct the violation and to bring the violation into compliance. Corrective action shall include: remove all trash, debris, solid waste and overgrowth in excess of 12 inches; repair of the deteriorated structure

If you fail to fully correct the violation within the time required, you will be assessed a fine of $100.00 per day, commencing June 19, 2007. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against Allen Nixon and Maria Ellen P. Gajo

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date.

BK: 6161 PG: 1696 Last Page

The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

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

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

DONE AND ORDERED at Escambia County, Florida on the 7th day of June, 2007.

G. Thomas Smith
Special Magistrate
Office of Environmental Enforcement

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17892 **Public Hearings 9.**
BCC Regular Meeting
Meeting Date: 05/21/2020
Issue: 9:01 a.m. Public Hearing to Adopt the Upland Woods Subdivision Street Lighting MSBU Ordinance
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

9:01 a.m. Public Hearing for consideration of adopting an Ordinance creating the Upland Woods Subdivision Street Lighting MSBU.

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

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

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

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

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

BACKGROUND:

The owners of the property contained in the Upland Woods Subdivision have met the criteria established by the Board of County Commissioners for establishing a MSBU. A petition was circulated and signed by greater than 55% of the owners. The Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects. Now the property owners wish to establish the MSBU for the purpose of providing street lighting to the district.

The Upland Woods Subdivision lighting district plan proposal:

* 16 Assessable lots located in Commission District 5
* 4 Lights in initial plan
* Year 1 Assessment: $132.79, includes reserves and 17 months of service
* Year 2 and Beyond Assessment: $87.55, 12 months of service

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all Ordinances per F.S. 166.41.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ord.- Upland Woods

ORDINANCE 2020-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 73, SECTIONS 70-500.410 - 70-500.417 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ESTABLISHING THE UPLAND WOODS STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, there are an estimated 16 properties in this proposed district, and the property owners within the Upland Woods Subdivision have submitted a petition to the Board of County Commissioners that included the signatures of more than 55% of the total of such owners; and

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

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in Upland Woods Subdivision.

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

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

Section 2: Part I, Chapter 70, Article III, Division 73, Sections 70-500.410 through 70-500.417 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 73. – UPLAND WOODS

Sec. 70-500.410. - AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes for the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-500.411. - SHORT TITLE. This Ordinance shall be known and referred to as the "*Upland Woods Street Lighting Municipal Service Benefit Unit Ordinance*."

Sec. 70-500.412. - DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

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

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

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

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

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

The Upland Woods Street Lighting District shall include the following:

A residential subdivision of a portion of Section 16, Township 1 North, Range 31 West, Escambia, Florida, classified by the Property Appraiser's records in Plat Book 19, Pages 40, excluding Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones, and as further described in **Exhibit A,** attached hereto and incorporated herein.

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

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

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

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

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

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

Sec. 70-500.413. - DISTRICT CREATED. There is hereby created within Escambia County the *Upland Woods Street Lighting Municipal Service Benefit Unit* for the purpose of street lighting within the District.

Sec. 70-500.414. - GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

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

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

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

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

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

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

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

Sec. 70-500.415. - LEGISLATIVE FINDINGS.

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

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

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

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

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

Sec. 70-500.416. - SPECIAL ASSESSMENT PROCEDURES.

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

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

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

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

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

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

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

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

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

Sec. 70-500.417. - APPEAL PROCESS.

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

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

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

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

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

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

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

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

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

DONE AND ENACTED this ____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

_____
Deputy Clerk

Date: 05-06-2020

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

EXHIBIT A

Legal Description:

DESCRIPTION:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 16 A DISTANCE OF 3332.17 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT-OF-WAY LINE OF UPLAND ROAD (66' RIGHT-OF-WAY);
THENCE DEPARTING SAID WEST LINE GO SOUTH 89 DEGREES 52 MINUTES 59 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 801.28 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 89 DEGREES 52 MINUTES 59 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 454.44 FEET;
THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE GO SOUTH 00 DEGREES 04 MINUTES 27 SECONDS WEST A DISTANCE OF 693.91 FEET;
THENCE GO NORTH 89 DEGREES 51 MINUTES 36 SECONDS WEST A DISTANCE OF 453.51 FEET;
THENCE GO NORTH 00 DEGREES 00 MINUTES 10 SECONDS WEST A DISTANCE OF 693.73 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 7.23 ACRES, MORE OR LESS.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17895 **Public Hearings 10.**
BCC Regular Meeting
Meeting Date: 05/21/2020
Issue: 9:02 a.m. Public Hearing to Adopt the Cedar Ridge Subdivision Street Lighting MSBU Ordinance
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

9:02 a.m. Public Hearing for consideration of adopting an Ordinance creating the Cedar Ridge Subdivision Street Lighting MSBU.

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

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

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

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

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

BACKGROUND:

The owners of the property contained in the Cedar Ridge Subdivision have met the criteria established by the Board of County Commissioners for establishing a MSBU. A petition was circulated and signed by greater than 55% of the owners. The Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects.

The Cedar Ridge Street Lighting MSBU plan proposal:
* 29 assessable lots located in Commission District 5
* 11 street lights
* Assessments are estimated to be:
  1st year - $92 (includes a reserve and 18 months of costs)
  Subsequent years - $58

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all Ordinances per F.S. 166.41.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ord Cedar Ridge

ORDINANCE 2020-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 71, SECTIONS 70-500.394 - 70-500.401 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ESTABLISHING THE CEDAR RIDGE STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, there are an estimated 29 properties in this proposed district, and the property owners in Cedar Ridge have submitted a petition to the Board of County Commissioners that included the signatures of more than 55% of the total of such owners; and

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

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in Cedar Ridge.

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

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

Section 2: Part I, Chapter 70, Article III, Division 71, Sections 70-500.394 through 70-500.401 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 71. – CEDAR RIDGE

Sec. 70-500.394. - AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes for the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-500.395. - SHORT TITLE. This Ordinance shall be known and referred to as the "*Cedar Ridge Street Lighting Municipal Service Benefit Unit Ordinance*."

Sec. 70-500.396. - DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

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

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

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

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

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

The Cedar Ridge Street Lighting District shall include properties with parcel numbers identified in **Exhibit A,** attached hereto and incorporated herein.

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

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

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

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

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

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

Sec. 70-500.397. - DISTRICT CREATED. There is hereby created within Escambia County the *Cedar Ridge Municipal Service Benefit Unit* for the purpose of street lighting within the District.

Sec. 70-500.398. - GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

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

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

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

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

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

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

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

Sec. 70-500.399. - LEGISLATIVE FINDINGS.

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

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District. The extent to which Commercial Lots benefit from improved street lighting will vary according to the linear footage along the affected streets because of the large differential in size throughout the District.

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

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

Sec. 70-500.400. - SPECIAL ASSESSMENT PROCEDURES.

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

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

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

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

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

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

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

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

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

Sec. 70-500.401. - APPEAL PROCESS.

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

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

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

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

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

Section 3. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

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

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

DONE AND ENACTED this ____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Steven Barry, Chairman

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

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 03-06-2020

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

EXHIBIT A

List of Benefiting Lots:

Parcel #	Street Address
261S313101001001	6814 CEDAR RIDGE DR
261S313101002001	6807 CEDAR RIDGE DR
261S313101003001	6809 CEDAR RIDGE DR
261S313101004001	6816 CEDAR RIDGE DR
261S313101005001	6813 CEDAR RIDGE DR
261S313101006001	6817 CEDAR RIDGE DR
261S313101000005	6856 CEDAR RIDGE DR
261S313101001005	6841 CEDAR RIDGE DR
261S313101002005	6839 CEDAR RIDGE DR
261S313101003005	6837 CEDAR RIDGE DR
261S313101004005	6835 CEDAR RIDGE LN
261S313101005005	6860 CEDAR RIDGE LN
261S313101006005	6858 CEDAR RIDGE DR
261S313101000006	6851 CEDAR RIDGE DR
261S313101001006	6833 CEDAR RIDGE DR
261S313101002006	6811 CEDAR RIDGE DR
261S313101003006	6815 CEDAR RIDGE DR
261S313101004006	6829 CEDAR RIDGE DR
261S313101005006	6821 CEDAR RIDGE DR
261S313101006006	6825 CEDAR RIDGE DR
261S313101007006	6854 CEDAR RIDGE DR
261S313101008006	6852 CEDAR RIDGE DR
261S313101009006	6850 CEDAR RIDGE DR
261S313101010006	6819 CEDAR RIDGE DR
261S313101013006	6818 CEDAR RIDGE DR
261S313101014006	6828 CEDAR RIDGE RD
261S313101016006	6845 CEDAR RIDGE DR
261S313101017006	6843 CEDAR RIDGE DR
261S313101019006	6853 CEDAR RIDGE DR

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-17885 **Clerk & Comptroller's Report 11. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 05/21/2020
Issue: TDT Collection Data for the March 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 March 2020 Returns Received in April 2020

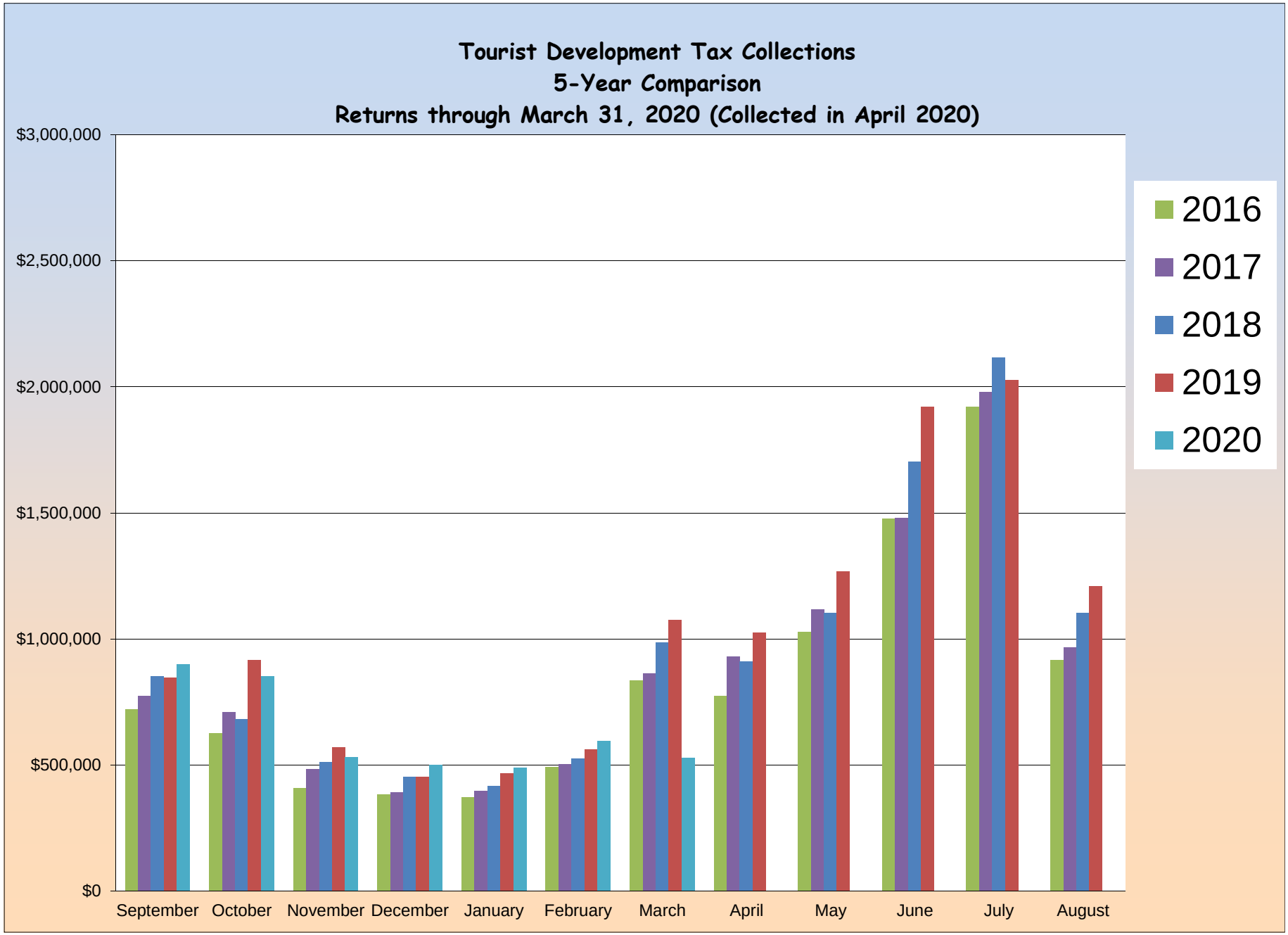
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the March 2020 returns received in the month of April 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the seventh month of collections for the fiscal year 2020. Total collected for the month of March 2020 Returns was $528,032.21. This is a 50.86% decrease from the March 2019 returns. Total collections year to date are 10.15% less than the comparable time frame in Fiscal Year 2019.

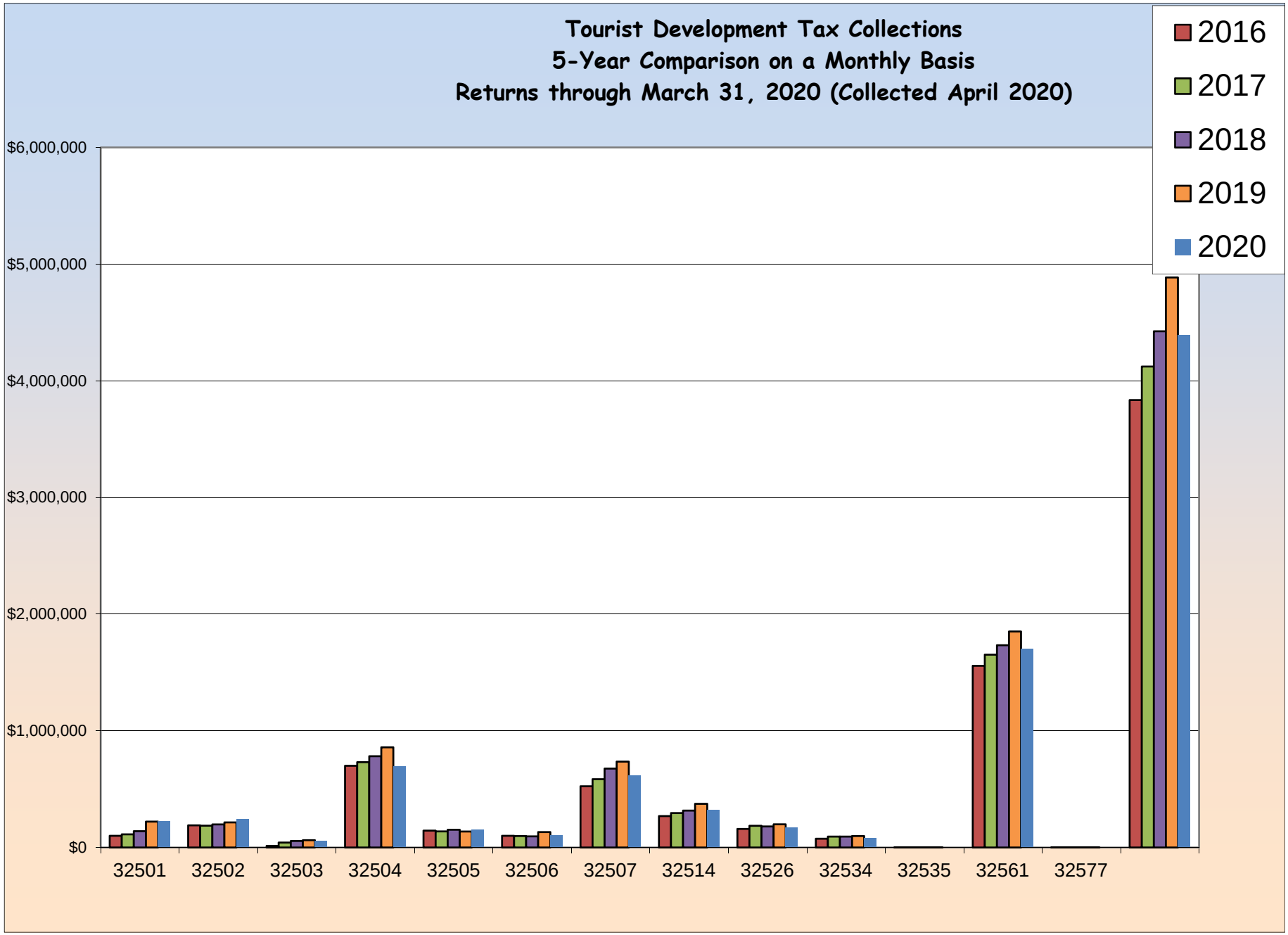
Attachments

March 2020 TDT REturns Collected April 2020

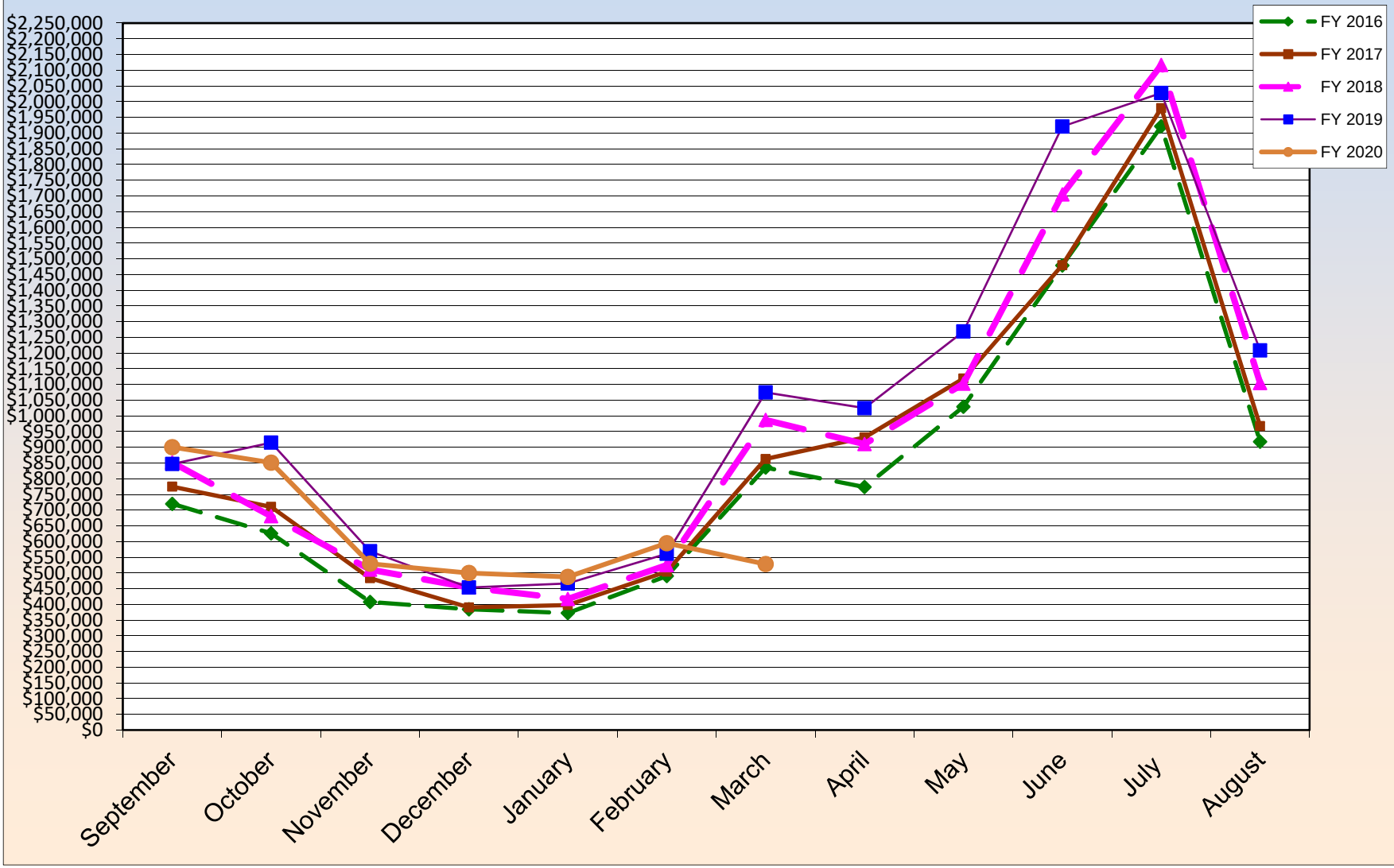
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF APRIL 2020

Zip Code	Fiscal Year 2020 YTD Collected	Fiscal Year 2019 YTD Collected	Difference	% Change
32501	227,306	221,975	5,331	2%
32502	245,702	214,965	30,737	14%
32503	59,990	62,395	(2,405)	-4%
32504	698,636	858,214	(159,578)	-19%
32505	156,433	137,227	19,206	14%
32506	105,310	131,868	(26,558)	-20%
32507	615,481	735,963	(120,482)	-16%
32514	322,338	373,977	(51,639)	-14%
32526	171,003	198,437	(27,434)	-14%
32534	80,381	98,477	(18,096)	-18%
32535	1,411	1,156	255	22%
32561	1,705,965	1,850,965	(145,000)	-8%
32562	-	-	-	0%
32577	$ 174	215	(41)	-19%
Total	**$ 4,390,129**	**$ 4,885,834**	**$ (495,705)**	-10%


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


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through March 31, 2020 (Collected April 2020)
2016
2017
2018
2019
2020
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2016 - FY 2020
Returns through March 31,2020 (Collected in April 2020)



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

	Zip Code									
	32501		32502		32503		32504		32505	
					Cordova		Davis & Scenic Hwy		South of Michigan Av	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Mall & South Area	% OF Total	outh of I-10 includi Airport Area	% OF Total	East of Mobile Hwy West of Pace Blvd	% OF Total
10/19	$ 38,864	4%	$ 43,390	5%	$ 10,319	1%	$ 115,910	13%	$ 18,785	2%
11/19	$ 38,278	4%	$ 41,085	5%	$ 9,174	1%	$ 115,176	14%	$ 41,340	5%
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%
03/20	$ 36,041	6%	$ 39,954	7%	$ 9,141	2%	$ 109,748	18%	$ 22,854	4%
04/20	$ 30,423	6%	$ 29,590	6%	$ 8,737	2%	$ 92,334	17%	$ 20,692	4%
Total	$ 227,306	5%	$ 245,702	6%	$ 59,990	1%	$ 698,636	16%	$ 156,433	4%

	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy		Bayou Chico to		Palafox & Scenic		Mobile Hwy North		I-10 &	
Month of Collection	& Highway 98 Area	% OF Total	Perdido Key South of Sorrento Area	% OF Total	Hwy North of I-10 Area	% OF Total	of Michigan Avenue Area	% OF Total	Pensacola Blvd North Area	% OF Total
10/19	$ 15,041	2%	$ 140,739	16%	$ 53,089	6%	$ 27,938	3%	$ 15,692	2%
11/19	$ 15,812	2%	$ 130,228	15%	$ 50,990	6%	$ 25,889	3%	$ 12,521	1%
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%
03/20	$ 15,740	3%	$ 73,054	12%	$ 35,890	6%	$ 16,481	3%	$ 10,840	2%
04/20	$ 12,731	2%	$ 91,009	17%	$ 55,590	11%	$ 17,320	3%	$ 11,881	2%
Total	$ 105,310	2%	$ 615,481	14%	$ 322,338	7%	$ 171,003	4%	$ 80,381	2%

	Zip Code									
	32535		32561		32562		32577			
	Century		Pensacola							
Month of Collection	(Other) Area	% OF Total	Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/19	$ 174	0%	$ 420,258	47%	$ -	0%	$ -	0%	$ 900,200	100%
11/19	$ 265	0%	$ 370,064	43%	$ -	0%	$ 67	0%	$ 850,890	100%
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%
03/20	$ 193	0%	$ 224,712	38%	$ -	0%	$ -	0%	$ 594,650	100%
04/20	$ 234	0%	$ 157,401	30%	$ -	0%	$ 89	0%	$ 528,032	100%
Total	$ 1,411	0%	$ 1,705,965	39%	$ -	0%	$ 174	0%	$ 4,390,129	

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

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/18	**33,060**	4%	**29,038**	3%	**8,340**	1%	**120,568**	14%	**16,401**	2%
11/18	**33,959**	4%	**40,218**	4%	**10,154**	1%	**159,394**	17%	**29,404**	3%
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%
03/19	**29,658**	5%	**27,844**	5%	**8,483**	2%	**108,984**	19%	**13,846**	2%
04/19	**46,045**	4%	**43,442**	4%	**12,291**	1%	**157,318**	15%	**33,638**	3%
Total	**221,975**	**5%**	**214,965**	**4%**	**62,395**	1%	**858,214**	**18%**	**137,227**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy		Bayou Chico to		Palafox & Scenic		Mobile Hwy North		I-10 &	
Month of Collection	& Highway 98 Area	% OF Total	Perdido Key South of Sorrento Area	% OF Total	Hwy North of I-10 Area	% OF Total	of Michigan Avenue Area	% OF Total	Pensacola Blvd North Area	% OF Total
10/18	**23,343**	3%	**148,106**	17%	**47,657**	6%	**25,767**	3%	**13,922**	2%
11/18	**27,659**	3%	**145,682**	16%	**64,824**	7%	**37,969**	4%	**18,767**	2%
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%
03/19	**11,373**	2%	**85,945**	15%	**54,012**	10%	**22,508**	4%	**9,693**	2%
04/19	**25,421**	2%	**174,844**	16%	**69,638**	6%	**37,999**	4%	**17,683**	2%
Total	**131,868**	3%	**735,963**	15%	**373,977**	8%	**198,437**	4%	**98,477**	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/18	**209**	0%	**380,137**	45%	**-**	0%	**92**	0%	**846,640**	100%
11/18	**-**	0%	**346,703**	38%	**-**	0%	**40**	0%	**914,773**	100%
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%
03/19	**181**	0%	**188,341**	34%	**-**	0%	**-**	0%	**560,868**	100%
04/19	**176**	0%	**455,965**	42%	**-**	0%	**26**	0%	**1,074,487**	100%
Total	**1,156**	0%	**1,850,965**	38%	**-**	0%	**215**	0%	**4,885,833**	

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2011-2020									
Month Of	For The										
Collection	Month Of	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
OCT	SEP	$ 321,850	$ 343,637	$ 398,300	$ 385,209	$ 442,268	$ 539,766	$ 580,905	$ 638,832	$ 634,980	$ 675,150
NOV	OCT	$ 276,214	$ 304,579	$ 325,198	$ 335,284	$ 411,054	$ 469,351	$ 532,757	$ 510,223	$ 686,080	$ 638,167
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
MAR	FEB	$ 241,571	$ 270,226	$ 283,812	$ 286,019	$ 309,204	$ 367,477	$ 377,962	$ 393,554	$ 420,651	$ 445,987
APR	MAR	$ 397,690	$ 464,002	$ 518,242	$ 510,758	$ 550,693	$ 626,572	$ 646,982	$ 740,117	$ 805,865	$ 396,024
	TOTAL	**$ 1,848,592**	**$2,040,295**	**$2,193,521**	**$2,218,057**	**$2,496,819**	**$2,876,188**	**$ 3,092,160**	**$3,318,757**	**$ 3,664,375**	**$ 3,292,597**

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2011-2020									
Month Of	For The										
Collection	Month Of	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
OCT	SEP	$ 107,283	$ 114,546	$ 132,767	$ 128,403	$ 147,425	$ 179,922	$ 193,635	$ 212,944	$ 211,660	$ 225,050
NOV	OCT	$ 92,072	$ 101,526	$ 108,399	$ 111,761	$ 137,018	$ 156,450	$ 177,586	$ 170,074	$ 228,693	$ 212,722
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
MAR	FEB	$ 80,524	$ 90,075	$ 94,604	$ 95,340	$ 103,068	$ 122,492	$ 125,987	$ 131,185	$ 140,217	$ 148,662
APR	MAR	$ 132,563	$ 154,667	$ 172,747	$ 170,253	$ 183,564	$ 208,857	$ 215,661	$ 246,706	$ 268,622	$ 132,008
TOTAL		**$ 616,198**	**$ 680,099**	**$ 731,174**	**$ 739,352**	**$ 832,273**	**$ 958,729**	**$ 1,030,720**	**$ 1,106,252**	**$ 1,221,458**	**$ 1,097,532**

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-17926 **Clerk & Comptroller's Report 11. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 05/21/2020
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 Report of the Gary Sansing Public Forum held May 7, 2020; and

B. Approve the Minutes of the Regular Board Meeting held May 7, 2020.

Attachments

20200507 Gary Sansing Public Forum Report
20200507 Regular BCC Meeting Minutes

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

MAY 7, 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
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

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

Report prepared by: DeLana Allen-Busbee

AGENDA ITEMS

1. Call to Order

   Chairman Barry called the Gary Sansing Public Forum to Order at 4:31 p.m.

2. Speakers

   The Board heard comments from the following individuals:

   Pastor Geraldine Sanders
   Darien Schaefer
   Larry Downs, Jr.

3. Adjournment

   Chairman Barry declared the Gary Sansing Public Forum adjourned at 4:50 p.m.

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

MAY 7, 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
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

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

Minutes prepared by: DeLana Allen-Busbee

REGULAR BCC AGENDA

1. Call to Order

   Chairman Barry called the Regular Meeting of the Board of County Commissioners to order at 5:31 p.m.

2. Invocation

   Ted Traylor of Olive Baptist Church delivered the invocation.

3. Pledge of Allegiance to the Flag

   Commissioner Barry led the Pledge of Allegiance to the Flag.

REGULAR BCC AGENDA – Continued

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

Motion: So moved
Made by: Commissioner May **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

5. Commissioners' Forum:

   A. District 2 – Commissioner Underhill provided comments;

   B. District 3 – Commissioner May provided comments;

   C. District 1 – Commissioner Bergosh provided comments;

   D. District 4 – Commissioner Bender provided comments;

   E. District 5 – Commissioner Barry provided comments; and

   F. County Administrator Gilley also provided comments and John Dosh, Interim Public Safety Director, gave an update on the wildfire in Beulah.

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

   A. Adopt the Proclamation commending and congratulating Cooper Saunders, an Engineering Program Manager in the Engineering Department, on his selection as the "Employee of the Month" for April 2020;

   B. Adopt the Proclamation commending and congratulating David Heroux, a Videographer in the Communications and Public Information Department, on his selection as the "Employee of the Month" for May 2020; and

   C. Ratify the Proclamation dated March 27, 2020, commending and honoring the life of Veronica Fountain, and extending heartfelt condolences and well wishes to her family and friends.

Motion: So moved
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Cooper Saunders and David Heroux

REGULAR BCC AGENDA – Continued

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

   A. The following seven Public Hearings on the agenda:

      (1) The 5:31 p.m. Public Hearing, advertised in the *Pensacola News Journal* on April 24, 2020, for consideration of adopting an Ordinance creating the Sonoma Ridge Street Lighting MSBU;

      (2) The 5:32 p.m. Public Hearing, advertised in the *Pensacola News Journal* on April 24, 2020, for consideration of adopting an Ordinance creating the Makenna Estates Street Lighting MSBU;

      (3) The 5:35 p.m. Public Hearing, advertised in the *Escambia Sun Press* on April 23, 2020, for consideration of the Petition to Vacate a Utility and Drainage Easement, located at 2318 Copter Road;

      (4) The 5:37 p.m. Public Hearing, advertised in the *Pensacola News Journal* on April 18, 2020 concerning the repeal and replacement of Chapter 14 of the Escambia County Code of Ordinances, entitled "Buildings and Building Regulations";

      (5) The 5:45 p.m. Public Hearing, advertised in the *Pensacola News Journal* on April 24, 2020, concerning the review of an Ordinance adopting the 2019-2023 update to the Five-Year Schedule of Capital Improvements for Incorporation into Part II of the Escambia County Code of Ordinances;

      (6) The 5:46 p.m. Public Hearing, advertised in the *Pensacola News Journal* on April 24, 2020, concerning the renewal of a Recycling Permit for an asphalt/concrete crushing recycling and processing facility located at 13009 Beulah Road, Cantonment, FL, Escambia County Landfill; and

      (7) The 5:47 p.m. Public Hearing, advertised in the *Pensacola News Journal* on April 24, 2020, concerning the renewal of an Operational Permit for Resource Extraction for Brickton Borrow Pit; and

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule May 4 – May 8, 2020,* as published in the *Pensacola News Journal* on May 2, 2020.

Motion: Move that we waive the reading
Made by: Commissioner Underhill **Seconded by:** Commissioner May
Disposition: Carried unanimously

REGULAR BCC AGENDA – Continued

8. Recommendation: That the Board, at the 5:31 p.m. Public Hearing, adopt and authorize the Chairman to sign the Ordinance [Number 2020-7] creating the Sonoma Ridge Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

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

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

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

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

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): None

9. Recommendation: That the Board, at the 5:32 p.m. Public Hearing, adopt and authorize the Chairman to sign the Ordinance [Number 2020-8] creating the Makenna Estates Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

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

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

(Continued on Page 5)

REGULAR BCC AGENDA – Continued

9. Continued…

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

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

Motion: Move the 5:32, A, B, C, and D
Made by: Commissioner Underhill **Seconded by:** Commissioner May
Disposition: Carried unanimously
Speaker(s): None

10. Recommendation: That the Board, at the 5:35 p.m. Public Hearing, take the following action concerning the Petition to Vacate a Utility and Drainage Easement located at 2318 Copter Road (0.13 acres, more or less), as petitioned by Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr. Revocable Living Trust:

    A. Approve or deny the Petition to Vacate a Utility and Drainage Easement located at 2318 Copter Road (0.13 acres, more or less), as petitioned by Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr. Revocable Living Trust;

    B. Accept the Hold/Harmless Agreement;

    C. Adopt the Resolution to Vacate [R2020-40]; and

    D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery 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 4.

Motion: Move the 5:35, that we approve A as well as accept B, C, and D
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously
Speaker(s): None

REGULAR BCC AGENDA – Continued

11. Recommendation: That the Board, at the 5:37 p.m. Public Hearing, take the following action:

    A. Ratify the scheduling and advertising of this May 7, 2020, public hearing at 5:37 p.m., which was previously scheduled for 9:01 a.m., on April 14, 2020; and

    B. Review and adopt an Ordinance [Number 2020-9] repealing and replacing in its entirety Chapter 14 of the Escambia County Code of Ordinances, entitled "Buildings and Building Regulations" providing for severability, inclusion in the code, and an effective date which is in the best interest of the County and its citizens.

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried unanimously
Speaker(s): Larry Downs, Jr.

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

I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the February 2020 returns received in the month of March 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the sixth month of collections for the fiscal year 2020. Total collected for the month of February 2020 Returns was $594,649.64. This is a 6.02% increase from February 2019 Returns. Total collections year to date are 1.33% more than the comparable time frame in Fiscal Year 2019.

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

2. Recommendation: That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended March 31, 2020, as required by Ordinance Number 95-13. On March 31, 2020, the portfolio market value was $340,535,574 and portfolio earnings totaled $362,900 for the month. The short term portfolio achieved a yield of 1.50%. The long-term CORE portfolio achieved a yield of 0.67%.

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

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

   A. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held April 2, 2020;

   B. Approve the Minutes of the Regular Board Meeting held April 2, 2020; and

   C. Approve the Minutes of the Special Board Meeting held April 28, 2020.

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

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

I. PUBLIC HEARINGS

1. Recommendation: That the Board of County Commissioners (BCC), at the 5:45 p.m. Public Hearing, review and adopt an Ordinance [Number 2020-10] adopting the 2019-2023 Update to the Five-Year Schedule of Capital Improvements for incorporation into Part II of the Escambia County Code of Ordinances.

Motion: Move the item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): None

2. Recommendation: That the Board of County Commissioners (BCC), at the 5:46 p.m. Public Hearing, review and approve, modify, or deny the renewal of a Recycling Permit for an existing asphalt/concrete crushing recycling and processing facility located at 13009 Beulah Road, Cantonment, FL, owned by Escambia County.

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): None

3. Recommendation: That the Board of County Commissioners (BCC) review and approve, modify, or deny the renewal of an Operational Permit for Resource Extraction for Brickton Borrow Pit, located at 8700 BLK Highway 29, owned by C.R. Campbell.

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): None

GROWTH MANAGEMENT REPORT – Continued

II. FOR ACTION

1. Recommendation: That the Board take the following action concerning recording of Redfish Harbor a Planned Unit Development (PUD) (a 92-lot private residential subdivision), located in the Innerarity Community, lying north off Innerarity Point Road and west of the intersection of Sorrento Road, Gulf Beach Highway and Perdido Key Drive. Owned and developed by Redfish Harbor, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Subdivision Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

   A. Approve the Subdivision Plat for recording in the public records;

   B. Approve street names “Trout Lane,” “Red Drum Court,” “Pelican Place,” and “Osprey Drive”;

   C. Approve the amendment of the amenities note on the PUD agreement to match the approved Preliminary Plat and Construction Plans; and

   D. Authorize Chairman or Vice Chairman to execute a Conservation Easement.

Motion: Move item 1, A, B, C, and D
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

2. Recommendation: That the Board take the following action concerning recording Queens Gate (a 40-lot residential subdivision), located in the Millview Community, lying west off Ora Drive and west of Dog Track Road (County Road 297). Owned and developed by Dog Track Area Developers, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Subdivision Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

   A. Approve the Subdivision Plat for recording in the public records;

   B. Approve the street name “Queens Gate Circle”;

(Continued on Page 10)

GROWTH MANAGEMENT REPORT – Continued

II. FOR ACTION – Continued

2. Continued…

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

D. Authorize Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety.

Motion: Move the item, A, B, C, and D
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

3. Recommendation: That the Board take the following action concerning recording of Airway Trace (a 6-lot residential subdivision), located in the Ensley Community, lying west off Airway Drive and south of East Nine Mile Road (U.S. Alternate Highway 90). Owned and developed by Breland Homes Coastal, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Subdivision Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the Subdivision Plat for recording in the public records;

B. Accept all public easements, pond, drainage improvements within public easements as depicted upon the Subdivision 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 Chairman or Vice Chairman to execute a Two-Year Warranty Agreement with Surety and an Irrevocable Letter of Credit for sidewalk installations.

Motion: Move the item, A, B, and C, with the inclusion that within 150 days the sidewalks will be put back in
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Joe Rector

GROWTH MANAGEMENT REPORT – Continued

II. FOR ACTION – Continued

4. Recommendation: That the Board take the following action concerning recording Bentley Oaks Unit 4, Phase 2 (a 54-lot residential subdivision), located in the Cantonment Community, lying west off County Road 297A and north of West Kingsfield Road (County Road 186). Owned and developed by Beaird Development, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Subdivision Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

   A. Approve the Subdivision Plat for recording in the public records;

   B. Approve street names “Avalon Street,” “Quartz Avenue,” and “Granite Lane”;

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

   D. Authorize Chairman or Vice Chairman to execute a Two-Year Warranty Agreement with Surety and Irrevocable Letter of Credit.

Motion: Move this item to May 21st
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Janice Gilley, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board accept for filing with the Board's Minutes, the April 2, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

2. Recommendation: That the Board adopt the Loan Subordination Policy.

Motion: Move that we adopt the loan subordination policy as written, with the following change – Paragraph "C" change "The County Administrator may" to "The Board of County Commissioners will grant a loan subordination" **For Information:** The Board asked staff to be very responsive to time when getting these items on the agenda
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

3. Recommendation: That the Board approve and authorize the Chairman to sign the Memorandum of Understanding (MOU) by and between Escambia County Fire Rescue (ECFR) and Patti Marine Enterprises, Inc. (PME), that identifies parameters, roles, and responsibilities for mutual aid support services that may be requested by PME and training opportunities that may be provided to ECFR by PME.

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

4. Recommendation: That the Board approve the Request for Disposition of Property Form for the Public Safety Department, for property which is described and listed on the Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it be auctioned as surplus or disposed of properly.

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

5. Recommendation: That the Board authorize the scheduling of a public hearing on May 21, 2020, at 9:01 a.m., to consider adoption of an ordinance creating the Upland Woods Street Lighting Municipal Services Benefit Unit (MSBU).

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

6. Recommendation: That the Board authorize the scheduling of a Public Hearing on May 21, 2020, at 9:02 a.m., to consider adoption of an Ordinance creating the Cedar Ridge Street Lighting Municipal Services Benefit Unit (MSBU).

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

7. Recommendation: That the Board waive the Board's Policy, Section I, Part B 1.(D), Appointment Policy and Procedures, and confirm the County Administrator's reappointment of Captain Ed Fish to the Escambia Marine Advisory Committee (EMAC), for a four-year term, effective May 1, 2020, through April 30, 2024, or at the discretion of the County Administrator.

Motion: Move the reappointment in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

8. Recommendation: That the Board take the following action regarding the proposed Escambia County Board of County Commissioners' Organizational Chart, as provided:

   A. Approve the proposed Escambia County Board of County Commissioners' Organizational Chart;

   B. Acknowledge the relocation of the Animal Services division from Building Services to the Community and Administrative Branch as a separate division;

   C. Confirm the appointment of Mrs. Clara Long as the Director of the Neighborhood and Human Services Department, with an annual salary of $92,164 and a $400 monthly vehicle allowance. Mrs. Long has been serving as both the Interim Director and the CRA Division Manager since August 2019. She has served Escambia County since 2001 and has been in the Community Redevelopment Agency since 2003. This position is currently budgeted in the Fiscal Year 2019-2020;

   D. Confirm the appointment of Mr. Chips Kirschenfeld as a Deputy County Administrator. Chips will maintain his position as Director of Natural Resources Management while also serving in senior leadership to assist with the management of operations, the oversight of major projects, and supervision of departments under the direction of the Assistant County Administrator for the Community and Administrative branch. Mr. Kirschenfeld will maintain his current salary of $111,384, which is available in the department budget in the Fiscal Year 2019-2020; and

   E. Confirm the appointment of Mr. Wes Moreno as a Deputy County Administrator. Mr. Moreno will maintain the position of Director of Public Works while also serving in senior leadership to assist with the management of operations, the oversight of major projects, and supervision of departments under the direction of the Assistant County Administrator for the Infrastructure and Public Safety branch. The funds for a 5% salary increase (to total $118,234) for additional duties are available in the department budget for the Fiscal Year 2019-2020.

Motion: Move the item as amended [by the replacement recommendation]
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

9. Recommendation: That the Board approve and authorize the Chairman to sign the Interlocal Agreement for the use of the Raymond Riddle Park by the City of Pensacola, between Escambia County, Florida, and the City of Pensacola, Florida.

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

10. Recommendation: That the Board take the following action concerning a Park License and Management Agreement for County athletic parks, between Escambia County and volunteer athletic associations:

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

- Pensacola Men's Baseball League, Inc., at Bellview Park; and

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

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

11. Recommendation: That the Board approve and authorize the Chairman to execute the Ratification Certificate for the Collective Bargaining Agreement between the Escambia County Board of County Commissioners (BCC) and the International Association of EMTs and Paramedics/National Association of Government Employees/Service Employees International Union (IAEP), Local R5-325.

Motion: Move the item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board ratify the May 7, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity of 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 James Jr. and Lillie D. Jernigan, owners of residential property located at 710 Vendee Lane, Palafox Redevelopment District, each in the amount of $3,772, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, total electrical rewiring upgrade;

      2. The Agreements between Escambia County CRA and Stephen Young and Marjory Tandy, owners of residential property located at 701 Lakewood Road, Barrancas Redevelopment District, each in the amount of $3,550, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof;

      3. The Agreements between Escambia County CRA and Stephen M. Young, owner of residential property located at 201 Hermey Avenue, Barrancas Redevelopment District, each in the amount of $2,350, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof; and

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

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board ratify the following May 7, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Board of County Commissioners, concerning the cancellation of the Residential Rehab Grant Program Liens:

   A. Approving the following cancellations of 12 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	**Address**	**Amount**
Richard R. and Charlotte L. Birge	101 Edgewater Drive	$3,212
Norman D. and Virginia A. Boyd	601 Pelham Road	$2,750
Wanda D. Brown	416 South First Street	$2,650
Thomas J. Clayton	1 Greve Road	$4,365
Patricia L. Greene	309 Payne Road	$2,700
David Joe Marcum and Sandra Elaine Klihnl Marcum	116 SE Gilliland Road	$5,950
Marilyn R. Mulvey	602 Lakewood Road	$6,000
Jerry R. and Jan M. Robbins	209 Baublits Road	$3,750
John R. Ryan	107 Payne Road	$2,397
Gary S. Slocum	6 Earl Court	$3,502
David Toellner	310 Payne Road	$6,000
Jay A. Yedrysek	209 Greve Road	$2,707

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

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Recommendation: That the Board take the following action concerning an Amendment to the 2015 Annual Action Plan for the Escambia County Emergency Solutions Grant (ESG) Program:

   A. Approve an Amendment to the 2015 Annual Action Plans for the Escambia County ESG Program, reallocating $47,898 in funds and updating eligibility requirements for homeless prevention and rapid rehousing applicants; and

   B. Authorize the County Administrator to sign the Amendment; or

   C. Return the balance of unexpended ESG funds, in the amount of $113,219, to the U.S. Department of Housing and Urban Development.

   [Funding: Fund 110/Emergency Solutions Grant, Cost Center 370293]

Motion: Move it
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

4. Recommendation: That the Board take the following action concerning the Agreement for Emergency Solutions Grant Program Homeless Management Information System with Opening Doors Northwest Florida (NWFL), Inc.:

   A. Approve the Agreement for Emergency Solutions Grant Program Homeless Management Information System with Opening Doors Northwest Florida (NWFL), Inc., in the amount of $47,898 for Homeless Management Information System and coordinated entry services; and

   B. Authorize the Chairman or Vice Chairman to execute the Agreement and related forms as may be required to fully implement the Agreement.

   [Funding: Fund 110/Other Grants and Aids, Emergency Solutions Grant, Cost Center 370293]

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Recommendation: That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 7801 Amberidge Road:

   A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement between Escambia County, Florida; Design Homebuilders, Inc., Contractor; and Robert Ikner, Owner; per the terms and conditions of NED S-R-2020-9, NED SHIP Housing Repair for 7801 Amberidge Road, for $31,710; 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-$1710]

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

6. Recommendation: That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 4901 Kinnear Avenue:

   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 Paul Chattman, Owner; per the terms and conditions of NED S-R-2020-8, NED SHIP Housing Repair for 4901 Kinnear Avenue, for $32,500; 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-$2500]

Motion: I'll move it
Made by: Commissioner May **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Recommendation: That the Board take the following action concerning the Agreements for Emergency Solutions Grant (ESG) Program:

   A. Approve the Agreement for the Emergency Solutions Grant Program with Catholic Charities of Northwest Florida, Inc., providing ESG support, in the amount of $32,660, for homeless prevention and rapid rehousing financial assistance and case management services to ESG eligible clients in Escambia County;

   B. Approve the Agreement for the Emergency Solutions Grant Program with Opening Doors Northwest Florida, Inc., providing ESG support, in the amount of $32,661, for homeless prevention and rapid rehousing financial assistance and case management services to ESG eligible clients in Escambia County; and

   C. Authorize the Chairman or Vice Chairman to execute the Agreements and all related forms or documents as may be required to fully implement the Agreements.

   [Funding: Fund 110, Other Grants & Projects Fund, HUD Emergency Solutions Grant, Cost Center 370293]

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

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

   A. Approve the program implementation for the Escambia County Summer Youth Employment Program 2020 Cycle, based on 100 participants; and

   B. Authorize the County Administrator to sign the Purchase Order to Blue Arbor, Inc., in the amount of $250,000, and any other related documents necessary to implement the Escambia County Summer Youth Employment Program.

   [Funding Source: Fund 353, LOST IV, Cost Center 110277, Project #19ED0399]

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board take the following actions concerning the Federal Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant Program – JAG Countywide Solicitation:

   A. Ratify the Chairman's signature on the Certificate of Participation; and

   B. Approve and authorize the Chairman to sign the 51% letter of support for the distribution of grant funding.

   [The funds are made available through the Federal Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide Solicitation for the period beginning October 1, 2019, and terminating September 30, 2021. There is no cost to the County.]

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

10. Recommendation: That the Board, for Fiscal Year 2019/2020, approve the issuance of an individual Purchase Order, in excess of $25,000, based upon quotes obtained via Vendor Registry, for the Public Safety Department, as follows:

Vendor/Contractor	Amount	Contract Number
Stryker Sales Corporation Vendor # 195684 Fund 408, Emergency Medical Services Cost Center: 330302 EMS	$102,405.60	Original Equipment Manufacturer

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

Motion: Move the item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner May
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Recommendation: That the Board, for Fiscal Year 2019/2020, approve the issuance of an individual Purchase Order, in excess of $25,000, based upon quotes obtained via Vendor Registry, for the Public Safety Department, as follows:

Vendor/Contractor	Amount	Contract Number
Stryker Sales Corporation Vendor # 195684 Fund 110, Grants Cost Center: 330318 EMS County Awards Grant	$29,815.20	Quotes were obtained via Vendor Registry

[Funding Source: Fund 110, Grants, Cost Center 330318, EMS County Awards]

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

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

Vendor	Amount	Contract/Description
Halcore Group Inc., DBA Horton Emergency Vehicles Vendor Number: 416682 (4) Ambulance Remounts Fund: 353 (LOST IV) Cost Center: 330434	$898,375.76	HGAC- AM10-18 expires September 30, 2020

[Funding: Fund 353, LOST IV, Cost Center 330434, Public Safety]

Motion: Move to drop
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Recommendation: That the Board, for Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, for the Facilities Management Department as follows:

Vendor/Contractor	Amount	Contract Number
Rogers Electrical Contractors, Inc. Vendor Number 422171	$26,575	N/A Request for Quotations via Vendor Registry

[Funding: Fund 001, General Fund, Cost Center 310204, Facilities Priority One]

Motion: Move the item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

14. Recommendation: That the Board take the following action concerning the Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service:

A. Approve the Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service for: 2935 North "L" Street, 1700 West Leonard Street, 357 South Baylen Street, and 201 South Palafox Street, establishing service, subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. 21-19); and

B. Authorize the Chairman or Vice Chairman to execute all documents relating to the Agreement, as required.

[Funding: Fund 001, General Fund, Cost Center 310207, Object Code 54301]

Motion: Move the item, A and B
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

A. Approve the Agreement for Support and Maintenance Services with PC Specialists, Inc. D/B/A Technology Integration Group, for Cyber Security Firewalls in the amount of $44,302.66; and

B. Authorize the Department, in conjunction with the Office of Purchasing, to issue a Purchase Order as required and use the pricing obtained through the competitively bid NASPO Contract AR2472.

[Funding: Fund 001, General Fund, Cost Center 270102, Object Code 54601]

Motion: Move the item, A and B
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

16. Recommendation: That the Board approve a Change Order to Blue Arbor, Inc., in the amount of $35,000, to cover temporary staffing assistance for the Information Technology Department, per PD 17-18.055, Agreement for Temporary Labor Services.

Vendor/Contractor	Amount	Contract Number
Blue Arbor Temporary Staffing Services Vendor # 023818 Cost Center 270102/53401	$35,000	Contract PD 17-18.055 Original Board Approval 08/02/18. Board Approval for 1st Extension 08/15/19 (Contract goes through 08-15/20

[Funding: Fund 001, General Fund, Cost Center 270102, Object Code 53401, Other Contractual Services]

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

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

A. Authorize the County to utilize the State of Florida, Department of Management Services, Contract Number 43211500-WSCA-15-ACS, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board Approval; and

B. Authorize the issuance of a Blanket Purchase Order, in conjunction with the Office of Purchasing for the purchase of new personal computers and other hardware to replace existing equipment for the Information Technology Department of Escambia County, Florida, to Dell Marketing LP in the sum of $95,000.00, according to the specifications outlined in Contract # 43211500-WSCA-15-ACS.

Vendor/Contractor	Amount	Contract Number
Dell Computing Company Replacement of Equipment using Standard Hardware Catalog Vendor # 040517 Cost Center: 270102/55201	$95,000	Contract # 43211500-WSCA-15-ACS Effective April 1, 2020, and is renewed through July 31, 2021

The IT Department will use this Blanket Order to replace as many of the 8 to 10 year old PC devices as they can. All orders will be placed using our standard hardware catalog.

(Continued on Page 26)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Continued…

Escambia County BOCC Standard Hardware Catalog:

Description		New Quote
Dell 3070 Mini Std Desktop	I5, 8GB Ram, SSD, 3yr Basic	$ 671.80
Dell 3630 CAD Desktop	I5, 16GB Ram, SSD, 3yr Basic	$ 919.99
Dell 5820 Adv. Workstation	I5, 32GB Ram, SSD, 3yr Basic	$1,420.31
Dell 3390 13” 2 in 1 Tablet	I5, 8GB Ram, SSD, 3yr PS+	$ 905.22
Dell 5500 15” Laptop	I5, 8GB Ram, SSD, 3yr Basic	$ 958.23
Dell Tablet Dock	WD 19 90	$ 169.99
Dell 22” Monitor		$ 149.99
Dell 27” Monitor		$ 207.89

[Funding: Fund 001, General Fund, Cost Center 270102, Object Code 55201]

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Recommendation: That the Board, and authorize the County Administrator to execute, Change Order #200188-1, to Blue Arbor, Inc., adding funds for Contractual Services:

Department:	Building Services Department
Division:	Building Inspections
Type:	Addition
Amount:	$24,000
Vendor:	Blue Arbor, Inc.
Contract:	PD 17-18.055
Purchase Order #	200188
Change Order #	1
Original Amount	$22,500
Change Order #1	$24,000
New PO:	$46,500

[Funding Source: Building Inspections Fund, Fund 406, Cost Center 250111, Object Code 53401]

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

19. Recommendation: That the Board adopt the Resolution [R2020-41] approving Supplemental Budget Amendment #091, Library Fund (113), in the amount of $30,000, to recognize the donation from the Friends of the West Florida Public Library, and to appropriate these funds into the Friends Library Donations Cost Center to be used to support and promote the Escambia County Library.

Motion: Move the item in the affirmative
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. Recommendation: That the Board adopt the Resolution [R2020-42] approving Supplemental Budget Amendment #092, Local Option Sales Tax III (Fund 352), in the amount of $43,009, to recognize proceeds from Emerald Coast Utilities Authority (ECUA) for reimbursement for the Interlocal Cost Sharing Agreement for Carver Area Water Main Utility Relocation project in conjunction with Carver Area Drainage improvement work, and to appropriate these funds back into the LOST III project budget.

    Escambia County and ECUA entered a 50/50 cost sharing Agreement to share the cost of relocating utilities as part of the Carver Area Water Main Utility Relocation project. This work was in conjunction with the Carver Area Drainage Improvement project. Total cost of the utilities relocation was $86,019.68, and ECUA's contribution is $43,009. These funds have been received and need to be transferred back into the project's budget.

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried unanimously

21. Recommendation: That the Board adopt the Resolution [R2020-43] approving Supplemental Budget Amendment #093, Local Option Sales Tax III (Fund 352), in the amount of $22,570, to recognize a reimbursement from CSX Transportation (CSXT) of funds paid for the Ten Mile Roadway signal crossing improvements project, and to appropriate these funds back into the LOST III project budget.

    Escambia County and CSX Transportation entered into a Preliminary Engineering Agreement in Fiscal Year 2013, in which Escambia County agreed to pay for signal crossing improvements on Ten Mile Road in conjunction with a drainage improvement project. Escambia County paid a deposit to CSXT, in the amount of $35,640, but actual costs were less, resulting in a reimbursement due of $22,570. These funds have been received and need to be transferred back into the project's budget.

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

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Recommendation: That the Board adopt the Resolution [R2020-44] approving Supplemental Budget Amendment #094, Other Grants and Projects Fund (110), in the amount of $33,504, to recognize proceeds from the Florida Department of Health, and to appropriate these funds for the improvement and expansion of pre-hospital Emergency Medical Services (EMS) in Escambia County. Funds will be used to purchase two Lund University Cardiopulmonary Assist System (LUCAS) devices, which are portable chest compression devices.

Motion: Move to accept
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

23. Recommendation: That the Board adopt the Resolution [R2020-45] approving Supplemental Budget Amendment #100, General Fund (001) and Other Grants and Projects Fund (110), in the amount of $63,671, to recognize Grant proceeds from the Florida Department of State - Division of Elections in the amount of $55,366, and to appropriate these funds to be used solely for activities related to Federal Elections. A 15% match or $8,305, is required by the State, and matching funds will come from the Adopted Fiscal Year 2019/2020 Supervisor of Elections Budget to cover this requirement.

Motion: So moved
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Recommendation: That the Board adopt the Resolution [R2020-46] approving Supplemental Budget Amendment #105, Other Grants and Projects Fund (110), in the amount of $305,865, to recognize proceeds from the United States Navy from the sale of easements for encroachment protection.

    On September 22, 2016, the Board of County Commissioners entered into a Multi-Year Encroachment Protection Agreement for Naval Air Station (NAS) Pensacola with the Department of the Navy. The purpose of the Agreement was to provide assistance with the acquisition of real property to prevent encroachment and limit incompatible development in the vicinity of NAS Pensacola. These funds are to be leveraged for future defense infrastructure Grants (DIG) which require matching funds.

Motion: Move to accept
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

25. Recommendation: That the Board adopt the Resolution [R2020-47] approving Supplemental Budget Amendment #108, Detention/Jail Commissary Fund (111), and the Transportation Trust Fund (175) (Road Prison Commissary), in the amount of $299,326, to recognize a transfer of funds from the Road Prison Commissary to the Detention/Jail Commissary, and to appropriate this transfer of funds consolidating the two commissaries into a single commissary going forward. This action will increase the efficiencies with commissary funding and provide better service to the inmates.

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

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

26. Recommendation: That the Board adopt the Resolution [R2020-48] approving Supplemental Budget Amendment #111, General Fund (001), in the amount of $19,176, 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.

Motion: Move to approve
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

27. Recommendation: That the Board adopt the Resolution [R2020-49] approving Supplemental Budget Amendment #114, Community Development Block Grant (CDBG) (129), and the General Fund (001), in the amount of $894,881, to recognize the CDBG-CV allocation provided by the U.S. Department of Housing and Urban Development (HUD), under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and to appropriate these funds to support community development activities that prevent, prepare, and respond to the COVID-19 virus. CDBG funds must be utilized for activities that target low and moderate-income households.

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried unanimously

28. Recommendation: That the Board adopt the Resolution [R2020-50] approving Supplemental Budget Amendment #121, Law Enforcement Trust Fund (121), in the amount of $39,793, to recognize additional revenues from various law enforcement activities, and to appropriate these funds into the Sheriff's Law Enforcement Trust (LET) Fund Budget, pursuant to Florida Statute 932.7055, to pay vouchers submitted for payment to various outside agencies and related Law Enforcement activities for the remainder of the Fiscal Year 2019/2020.

Motion: Move the item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

29. Recommendation: That the Board approve the Application for Tax Deed List for 13 properties having County-held Tax Certificates set to expire on June 1, 2020 (See provided list). The Tax Deed Application fee is $742 per parcel. The County must deposit fees with the Tax Collector, in the amount of $275 per parcel, and with the Clerk of the Circuit Court, in the amount of $467 per parcel. The total cost for these Tax Deed Applications is $9,646. The parcels that are the subject of this Recommendation are provided as backup. None of the parcels are homesteaded.

    Tax Certificates are sold annually, through an online Tax Certificate sale, for delinquent real estate taxes. If taxes remain unpaid, the Certificate holder may file a Tax Deed Application with the Tax Collector's Office two years after the date of delinquency. If not redeemed, the property may be sold at a public auction conducted by the Clerk of the Circuit Court. Florida Statute 197.502(3) provides that the County in which the property described in the Certificate is located shall apply for a tax deed on all County-held Certificates on property valued at $5,000 or more on the Property Appraiser's most recent assessment roll, and may apply for tax deeds on Certificates on property valued at less than $5,000 on the Property Appraiser's most recent assessment roll. There are three of the subject properties valued at $5,000 or above, and the remainder are valued below $5,000. The County has held a Tax Certificate on each of these parcels for almost seven years, and the Certificates are set to expire on June 1, 2020. This is the County's last chance to attempt to collect on these delinquent taxes.

    [Funding Source: Fund 001, General Fund, Cost Center 110201]

Motion: Move the item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

A. Approve and authorize the County Administrator to sign a purchase order for the purchase of 10 Mack GR64F Dump Trucks equipped with 16'/21-yard Logan Elliptical tub style bodies from Gulf Coast Truck & Equipment Co. Inc., at a price of $159,916 each/$1,599,160 for 10; and

B. Allow the utilization of HGACBuy Contact pricing, Contract Number HT06-20, as bid by Gulf Coast Truck & Equipment Co., Inc.

Vendor/Contractor	Funding	Amount	Contract Number
Gulf Coast Truck & Equipment Co., Inc.	Fund 175, Public Works Fund; Cost Center 260102, Roads Maintenance; Object Code 56401, Machinery & Equipment	$1,599,160	

Motion: Move the item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

31. Recommendation: That the Board take the following action concerning the Reallocation of Capital Improvement Program Funds for Perdido Key Multi-Use Trail:

A. Approve the reallocation of project savings from the Perdido Key Pedestrian Crossings Project to fund the final engineering design phase of the west segment of Perdido Key Multi-Use Trail, in the amount of $28,383.99; and

B. Approve the issuance of a Purchase Order to American Consulting Professionals, LLC, on Contract PD 02-03.79, Professional Services, in the amount of $28,383.99, to complete the 100% (Final) Engineering Design Scope.

[Funding Source: Fund 353, Local Option Sales Tax (LOST) IV, Account 110102, Commission District 2 Discretionary Funds]

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

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Recommendation: That the Board take the following action regarding the proposed US Department of Transportation - Better Utilizing Investments to Leverage Development (BUILD) Grant Applications:

A. Approve three projects from the seven projects listed below (one from each category), for submittal to US Department of Transportation BUILD Grant program (a maximum of three projects can be submitted). Based on staff's interpretation of application criteria and local need, the highest-ranking project for each are shown in **Bold**:

URBAN

1. **Kingsfield Road Extension** (District 5) - Project Cost $13,000,000, 20% local share, $2,600,000 is available in Fund 352, LOST III, Cost Center 210107, Project #11EN1405;
2. Jackson Street Complete Streets Improvements (Districts 2 & 3): Project Cost $6,040,000, 20% local share, $1,208,000 is available in Fund 353, LOST IV, Cost Center and Project Number TBD;
3. Pensacola Beach Traffic and Parking (District 4), Project Cost $8,000,000, 20% local share, $1,600,000 is available in Fund 353, LOST IV, Cost Center 210106, Project #18EN0224;
4. Longleaf Drive Multi-Modal Improvements (District 1): Project Cost $16,300,000, 20% local share, $3,260,000 is available in Fund 352, LOST III, Cost Center 210107, Project #08EN0078;

RURAL

5. **Quintette Road Bridges Rehabilitation** - (District 5) Project Cost $6,700,000. There is no local match required;

PLANNING

6. **Transportation Implementation Plan** (All Districts), Project Cost $650,000, 20% local share is $130,000, funding source TBD;
7. County Road (CR) 4 Commercial Corridor Plan (District 5) - Project Cost $500,000, no local match required;

B. Authorize staff to prepare and submit three BUILD Grant Applications;

(Continued on Page 35)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Continued…

C. Authorize the Chairman or Vice Chairman to sign the BUILD Grant Applications, the Resolution [R2020-51], and any subsequent documents needed for proper submission once the Applications are completed, subject to legal review and sign off; and

D. Authorize staff to request letters of support for the three selected projects (subject to County Administrator approval).

Motion: Move A, 1, 5, and 7, also indicating that we work with all of our partners to receive their support for these projects as well, and B, C, and D
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

33. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order to Rebol Battle & Associates, in the amount of $59,215.00, on Contract PD 02-03.79, Design Services for County Road (CR) 97 and County Road (CR) 297A Intersection and Drainage Improvement Project:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$59,215.00
Vendor:	Rebol Battle & Associates
Project Name:	CR 97 and CR 297A Intersection and Drainage Improvement Project
Contract:	PD 02-03.79
PO#:	181417
CO#:	1
Original Contract Amount:	$49,977.90
Cumulative Amount of Change Orders Through this CO:	$59,215.00
New Contract Amount:	$109,192.90

(Continued on Page 36)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

33. Continued…

[Funding Source: Local Option Sales Tax (LOST) III, Fund 352, Cost Center 210107, Object Code 56301, Project 14EN3135]

This project is located in Commission District 5.

Motion: Move it in the affirmative
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

34. Recommendation: That the Board approve and authorize the County Administrator to execute Change Order #4 to SPX Genfare, adding funds for the repair and maintenance of fare boxes.

Department:	Mass Transit
Division:	Maintenance
Type:	Addition
Amount:	$16,000
Vendor:	SPX Genfare
Project Name:	N/A
Contract:	Proprietary Parts
Purchase Order #:	201017
Original Award Amount:	$4,000
Change Order # 1	$4,000
Change Order # 2	$4,000
Change Order # 3	$7,000
Change Order # 4 (this request)	$16,000
Total:	$35,000

(Continued on Page 37)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

34. Continued…

Due to the age of the fare boxes used on the Fixed Route the repair cost is increasing. Repairs are essential to fare and ridership information collection.

[Funding: Funds are available in Fund 104, Mass Transit, Cost Center 320407, Fleet Maintenance]

Motion: Move the item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

35. Recommendation: That the Board approve payment to Navy Federal Credit Union Greater Pensacola Operations, in the amount of $1,000,000, for Economic Development Incentives as set out in the Economic Development Incentive Fund Program Agreement between Escambia County and Navy Federal Credit Union.

Motion: Move that we drop Number 35
Made by: Commissioner Underhill **Seconded by:** Commissioner May
Disposition: Carried unanimously

36. Recommendation: That the Board take the following action concerning the Coronavirus Aid, Relief, and Economic Security (CARES) Act Provider Relief Funds of $395,998.12:

A. Authorize the acceptance of the $395,998.12 CARES Act Provider Relief funds that Escambia County received on April 17, 2020, through ACH from United Health Group; and

B. Authorize the County Administrator to sign an attestation confirming receipt of funds and agree to the Terms and Conditions of Payment.

Motion: Move 36, A and B
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

37. Recommendation: That the Board approve the funding of $1,500 to William Banks Enterprise, Inc., 2020 Gulf Coast Summerfest Jazz Edition Fireworks Display, from Commissioner Jeff Bergosh's discretionary money.

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

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried 3-1, with Commissioner Bender voting "no" and Commissioner Underhill temporarily out of Board Chambers

38. Recommendation: That the Board award and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for three 2020 Nissan Pathfinder 4WD S (Model 25010) to FL Auto, LLC d/b/a Beck Ford Lincoln, in the amount of $26,061 per vehicle, for a total amount of $78,183, per the terms and conditions of PD 19-20.046, Three Nissan Pathfinders or Approved Equivalent for Code Enforcement.

Vendor/Contractor	Funding	Amount	Contract Number
FL Auto, LLC d/b/a Beck Ford Lincoln	Fund 103, Code Enforcement Fund; Cost Center 220110, Environmental Code Enforcement; Object Code 56401, Machinery & Equipment	$78,183	PD 19-20.046

Specification PD 19-20.046, Three Nissan Pathfinders or Approved Equivalent for Code Enforcement was posted to Vendor Registry on March 12, 2020, and was issued to 46 individuals representing 29 firms. The solicitation was viewed by 18 firms and downloaded by 12.

Motion: Motion to drop
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner May temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

39. Recommendation: That the Board approve and authorize the County Administrator to sign a Purchase Order, in excess of $50,000, for the construction and installation of Artificial Reefs at Casino Beach to David Walter d/b/a Walter Marine, in the amount of $59,500, per the terms and conditions of PD 19-20.020, Casino Beach Artificial Reef Construction Project.

The scope is to deploy 17 reef modules with three eco-disks per module. The department will request installation/deployment according to the bathymetry within the permitted area at the time of deployment and may have to modify the number of eco-disks per module, but not the total number of modules or eco-discs deployed.

Vendor/Contractor	Funding	Amount	Contract Number
David Walter d/b/a Walter Marine	Funding: Fund 110, Other Grants and Projects Cost Center 220813, FWC Artificial Reef Grant Object Code 56301, Improvements Other Than Buildings	$59,500	PD 19-20.020

The full amount of $59,500 is funded by the Florida Fish and Wildlife Conservation Commission (FWC). No Escambia County monies or cash matching funds are required by the Grant Agreement (FWC 19041) for the construction of Casino Beach Snorkeling reef. Construction must be completed by August 1, 2020.

Specification PD 19-20.020, Casino Beach Artificial Reef Construction Project, was posted to Vendor Registry on February 14, 2020, and issued to 56 registrants, representing 43 firms. The solicitation was viewed by 35 firms and downloaded by 27 firms.

Motion: Move to approve
Made by: Commissioner Bender **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

40. Recommendation: That the Board approve the first of two possible one-year renewals, retroactive to February 7, 2020, between Escambia County, Florida and Perma-Fix of Florida, Inc., per the terms and conditions of PD 18-19.010, Collection and Disposal of Household Hazardous Waste, providing for the collection and disposal of hazardous waste materials from County households, on an as-needed basis, authorizing an annual amount of $200,000.

Vendor/Contractor	Funding	Amount	Contract Number
Perma-Fix of Florida, Inc.	Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services	$200,000	PD 18-19.010

Motion: Move the item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

41. Recommendation: That the Board approve the utilization of the second of two possible one-year renewal periods provided for under Section 2 of the Agreement for PD 16-17.087, Gasoline and Diesel Fuel, with Cougar Oil, Inc., retroactive to October 1, 2019.

Vendor/Contractor	Funding	Amount	Contract Number
Cougar Oil, Inc.	Fund 175, Transportation Fund; Cost Center 210407, Fuel Distribution; Object Code 55201, Operating Supplies	$6,500,000	PD 16-17.087

Motion: Move the item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

42. Recommendation: That the Board approve and authorize the County Administrator to sign an Agreement, in excess of $50,000, between Escambia County, Florida, and Aramark Correctional Services, LLC, per the terms and conditions of PD 18-19.111, Inmate Food Service and Associated Community Outreach Programs for Jail & Work Release, for a price per meal of $0.919, effective June 1, 2020.

Solicitation PD 18-19.111, Inmate Food Service and Associated Community Outreach Programs for Jail & Work Release, was published via Vendor Registry on December 11, 2019, to 33 registrants representing 28 firms. The solicitation was viewed by 28 firms and downloaded by 17. Responses were received from three firms on January 21, 2020, and on February 27, 2020, the Selection Committee negotiated a best and final offer of $0.919 per meal.

Vendor/Contractor	Funding	Amount	Contract Number
Aramark Correctional Services, LLC	Fund 001, General Fund; Cost Center 290401, Detention; Object Code 53401, Other Contractual Services	$1,469,205	PD 18-19.111
Aramark Correctional Services, LLC	Fund 114, Misdemeanor Probation; Cost Center 290305, Residential Probation; Object Code 53401, Other Contractual Services	$76,479	PD 18-19.111
		Total $1,545,684	

Motion: Move the item
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

43. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Roads, Inc. of NWF, per the terms and conditions of PD 19-20.038, Re-Bid 17-18 Resurfacing Project, in the amount of $1,224,286.17.

Vendor/Contractor	Funding	Amount	Contract Number
Roads, Inc. of NWF	Fund 353, LOST IV; Cost Center 210106, Transportation & Drainage; Object Code 56301, Improvements Other Than Buildings; Project Code: 18EN0238	$1,224,286.17	PD 19-20.038

Specification PD 19-20.038, Re-Bid 17-18 Resurfacing Project, was posted to Vendor Registry on February 20, 2020, and issued to 107 registrants representing 83 firms. The solicitation was viewed by 24 firms and downloaded by 19.

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

44. Recommendation: That the Board approve the exercising of the second of two possible one-year renewal periods provided for under Section 2 of the Agreement for Medical Supplies, with Bound Tree Medical, LLC, retroactive to January 7, 2020.

Vendor/Contractor	Funding	Amount	Contract Number
Bound Tree Medical, LLC	Fund 408, Emergency Medical Services; Cost Center 330302, EMS Operations; Object Code 55201, Operating Supplies	$82,000	PD 14-15.083

Motion: Move it
Made by: Commissioner Bender **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

45. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement Between Escambia County, Florida, and Empire Builders Group, Inc., per the terms and conditions of PD 19-20.017, Perdido Fire Station Concrete Repairs, for the base bid of $339,426.94, and Alternate 1 in the amount of $25,236.74, for a total contractual amount of $364,663.68.

Vendor/Contractor	Funding	Amount	Contract Number
Empire Builders Group, Inc.	Fund: 001, General Fund, Cost Center: 310204, Object Code: 53101/54601	$364,663.68	PD 19-20.017

81 suppliers were solicited, five compliant bids were received.

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

46. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Roads Inc., of NWF, per the terms and conditions of PD 19-20.033, 19-20 Road Resurfacing Project, in the amount of $3,245,664.99 for basic construction services.

Vendor/Contractor	Funding	Amount	Contract Number
Roads Inc, of NWF	Fund 353, LOST IV; Cost Center 210106, Object Code 56301, Project Number 20EN0918	$3,245,664.99	PD 19-20.033

Motion: Move the item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

47. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Site and Utility, LLC, per the terms and conditions of PD 19-20.039, Godwin Lane Regional Pond, in the amount of $ 587,806.

Invitation to Bid for PD 19-20.039, Godwin Lane Regional Pond was publicly noticed on March 16, 2020, to 86 unique firms, downloaded by 47 unique firms via Vendor Registry on April 15, 2020. Five firms submitted responses. Site and Utility, LLC, was the lowest responsible and responsive.

Funding Breakdown:
Godwin Lane Regional Pond

Fund	Description	Cost Center	Object Code	Project Number	Amount
352	Local Option Sales Tax III	210107	56301	19EN0431	$507,903
353	Local Option Sales Tax IV	210106	56301	19EN0431	$ 79,903
				Total	$587,806

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

48. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Opening Doors NWFL, Inc., per the terms and conditions of PD 19-20.012, Low Income Direct Emergency Assistance Program (LIDEAP), providing $55,000 for Fiscal Year 2019-2020.

Vendor/Contractor	Funding	Amount	Contract Number
Opening Doors NWFL, Inc.	Fund 001 General Fund, Cost Center 370102, Object Code 58201	$55,000	PD 19-20.012

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

49. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Roads Inc, of NWF, per the terms and conditions of PD 19-20.042, Muscogee Road Resurfacing, Jacks Branch to Nowak, in the amount of $458,689.97.

Vendor/Contractor	Funding	Amount	Contract Number
Roads Inc. of NWF	Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project # 09EN0115	$458,689.97	PD 19-20.042

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried unanimously

50. Recommendation: That the Board take the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055:

A. Award and authorize the County Administrator to sign Task Order Based Continuing Contract to L&W Engineering, Inc., d/b/a Inovia Consulting Group, civil engineering, based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates" as provided in the current Florida Department of Transportation (FDOT) Negotiation Handbook Guidelines for Professional Services Contracts; and

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants Competitive Negotiation Act" (A&E Services) on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual and project basis.]

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

51. Recommendation: That the Board take the following action concerning the Application to provide funding to assist eligible local units of government in preventing, preparing for, and responding to the coronavirus, as related to related law enforcement and corrections programs, in the amount of $370,107:

    A. Approve the Bureau of Justice Assistance Application for the Coronavirus Emergency Supplemental Funding (CESF) Program Solicitation Fiscal Year 2020 Formula Grant Solicitation. This Application is for a two-year Grant period beginning January 20, 2020, totaling $370,107;

    B. Authorize the Chairman to electronically sign the Application for funding assistance, the standard assurances, certifications regarding lobbying, debarment and drug-free workplace requirements regarding the local coronavirus response project, and sign the Financial Management and System of Internal Controls Questionnaire; and

    C. Authorize the Chairman to electronically submit the Application on behalf of the Board through the Bureau of Justice Assistance Grant portal.

    [Funding: This Grant does not require matching funds, Fund 001, Cost Center 290401 and Fund 001, Cost Center 290402]

Motion: Move the item, A, B, and C
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

52. Recommendation: That the Board approve and authorize the issuance of a Purchase Order totaling $59,360 for CorrecTek database preparation for the Spark Transition for the software upgrade to the current electronic health record software, per the quote provided.

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

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board approve the 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. Gulf Coast Council, Boy Scouts of America, in the amount of $7,500; and

   B. The Her Foundation in the amount of $1,000.

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

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

Motion: Move the item, A and B
Made by: Commissioner Underhill **Seconded by:** Commissioner May
Disposition: Carried unanimously

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

   A. Authorize the purchase of real property located at 164 Diego Circle, from Allen L. Janssen, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of $25,000 (County's appraised value is $19,000);

   B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 164 Diego Circle (.0560 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.

(Continued on Page 48)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Continued…

   This parcel is located in Commission District 3.

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

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

3. Recommendation: That the Board appoint one of the following to the Tourist Development Council (TDC), for a four-year term, effective April 14, 2020, through April 13, 2024, to serve as a "Hotel/Motel Industry" appointee:

   A. Ajit Patel;
   B. Juston Takacs;
   C. Mitesh Patel; or
   D. Jason Nicholson.

   A General Alert was posted on the County's website from March 5, 2020, through March 20, 2020, to seek residents interested in volunteering to be considered for an appointment as a "Hotel/Motel Industry" appointee on the TDC. Resumes were received from Ajit Patel, Juston Takacs, Mitesh Patel, and Jason Nicholson.

Motion: Move that we select and appoint Mitesh Patel to the TDC **For Information:** The Chairman advised that Ajit Patel was not an eligible applicant.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

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

   Consider the appointment of two of the following to the West Florida Public Library Board of Governance, for a two-year term, effective March 1, 2020, to February 28, 2022:

   1. Dr. Laura P. Bryant;
   2. Grace Buenavista;
   3. Diane Davis; or
   4. Catherin Storey

Motion: Move Dr. Bryant and Ms. Buenavista
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

5. Recommendation: That the Board discuss the future development of Quintette Road.

Disposition: No action taken

6. Recommendation: That the Board discuss the Innerarity Island Association (IIA) Homeowners Resolution and Municipal Service Benefit Unit (MSBU), in which the Homeowners Association is requesting that Escambia County take the following action:

   A. Direct staff to request additional Grants from the Department of Environmental Protection (DEP), and to seek other grant opportunities, such as Restore/Triumph funds, to assist IIA residents in mitigating costs of the sewer MSBU project;

   B. Procure the services of a Real Estate Broker to prepare a market analysis of the County properties, propose new pricing to the IIA Board, and list the surplus lots for sale; and

(Continued on Page 50)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

6. Continued…

C. Apply any Grant or property revenues to the IIA Sewer System MSBU prior to the final assessment calculation.

This project is located in Commission District 2.

Disposition: No action taken **For Information:** The Board discussed a 20-year MSBU as well as bringing this item back to a future Committee of the Whole.
Speaker(s): Martin Hoffberg, Richard Wittig, Mike Floyd, Steve Mims, Steve Stroberger, Rod Powell, and Bruce Woody, Ken Horn

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board approve the settlement agreement proposed by the Florida Department of Health and authorize the County Administrator to execute the agreement on behalf of Escambia County Public Safety Department.

Motion: Move the County Attorney's Report [Action Items] in its entirety
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

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

A. Approve the settlement reached for the sum of $10,000.00 to be paid to Terry Dennis Rigby's surviving spouse, Sherri Rigby, in exchange for the execution of a Release of Claims; and

B. Approve the Release of Claims entered into by Sherri Rigby.

Motion: Move the County Attorney's Report [Action Items] in its entirety
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

3. Recommendation: That the Board approve a proposed settlement in the sum of $70,000.00 payable to Ray Boutwell in exchange for a complete resolution of all claims to benefits to which Mr. Boutwell would be entitled under the Florida Workers' Compensation Act. The settlement sum would be reimbursed by the excess carrier.

Motion: Move the County Attorney's Report [Action Items] in its entirety
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

4. Recommendation: That the Board authorize the rescheduling of a public hearing from Thursday, June 4, 2020, to Thursday, August 6, 2020, at 5:31 p.m. to consider an Ordinance creating Volume 1, Chapter 94, Article 1, Section 94-9 relating to Micromobility Devices and Motorized Scooters on Pensacola Beach.

Motion: Move the County Attorney's Report [Action Items] in its entirety
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

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

   A. Approve the Memorandum of Understanding between Escambia County and the Escambia County Property Appraiser; and

   B. Authorize the Chairman to execute the Memorandum of Understanding.

Motion: Move the County Attorney's Report [Action Items] in its entirety
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ATTORNEY'S REPORT – Continued

II. FOR DISCUSSION

1. Recommendation: That the Board discuss and consider the following actions:

   A. Ratification of Escambia County State of Local Emergency Resolution R2020-36, R2020-37, R2020-38 and R2020-39; and

   B. Ratification of Letters to Senators and Representative regarding Naval Hospital Pensacola; and

   C. Ratification of Small Business COVID-19 Recovery Grant; and

   D. Ratification of Memorandum of Understanding for Sterilization Services; and

   E. Ratification of Memorandum of Understanding for manufacturing Face Shields; and

   F. Extension of Escambia County State of Local Emergency [R2020-52].

Motion: Move Discussion item 1, A, B, C, D, E, and F
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

2. Recommendation: That the Board approve the attached resolution [R2020-53] granting amnesty from payment of late penalty and interest associated with delinquent Tourist Development Tax returns due on April 20, 2020, (for March 2020 tax collections). This amnesty period shall run from April 20, 2020, until April 30, 2020.

Motion: Move item 2 in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

3. Recommendation: That the Board discuss extending the Escambia County Emergency Order [EO 20-7] related to tolling permits.

Motion: "I support that wholeheartedly for 180 days"
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ATTORNEY'S REPORT – Continued

II. FOR DISCUSSION – Continued

4. Recommendation: At the request of Chairman Steven Barry, that the Board discuss a Resolution [R2020-54] requesting Florida Governor Ron DeSantis issue an order allowing vacation rentals to resume in the State of Florida.

Motion: Move the item as it is in the agenda with the addition of the word immediately [to the finale whereas] and also authorize the Chairman to generate a letter requesting that the Governor and his team look closely at taking a more liberal approach to opening bars, restaurants, and personal services here in Escambia County
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-1, with Commissioner May voting "no"
Speaker(s): John Howell

VERBAL ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1. Funding for Laptops

Motion: Move to allocate $1,000 out of my discretionary and I want it to go to IT, to Bart [Siders] because there are some students who have not been able to get the Chromebooks through the school district.
Made by: Commissioner May **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

VERBAL ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Wheelchair Ramp Assistance Program

Motion: Move that Mr. Chairman **For Information:** The motion refers to the discussion and agreement of the Board to waive the requirement for there to be no back property taxes owed by citizens who otherwise qualify for the wheelchair ramp assistance program. This policy change will remain in effect for one year, with direction to staff to bring a report back to the Board at the end of the year regarding the impact of the policy change.
Made by: Commissioner May **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Regular Meeting of the Board of County Commissioners adjourned at 10:56 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: May 21, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17920 **Growth Management Report** **11. 1.**
BCC Regular Meeting **Action**
Meeting Date: 05/21/2020
Issue: Action Item - Bentley Oaks Unit 4 Phase 2 Final Plat
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Bentley Oaks Unit 4, Phase 2 Permit FP# 2001255

That the Board take the following action concerning recording Bentley Oaks Unit 4, Phase 2 (a 54-lot residential subdivision), located in the Cantonment Community, lying west off County Road 297A and north of West Kingsfield Road (County Road 186). Owned and developed by Beaird Development, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the subdivision plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the subdivision plat for recording in the Public Records;

B. Approve street names “Avalon Street,” “Quartz Avenue” and “Granite Lane”;

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

D. Authorize Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety.

BACKGROUND:

The Preliminary Plat and Construction Plans were approved on November 14, 2018. The Escambia County Public Safety Department approved the street names "Avalon Street," Quartz Avenue" and "Granite Lane" on April 27, 2020. Development Services Department field staff inspected the improvements on May 4, 2020, and found improvements substantially complete and in accordance with applicable County Requirements. An executed Two-Year Warranty Agreement without Surety will be recorded with the subdivision plat. County staff has reviewed and approves plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. The Two-Year Warranty Agreement without Surety was reviewed and approved by Kia Johnson on May 5, 2020.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the subdivision plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court's Office for Clerk signatures and recording in the public records of Escambia County, Florida.

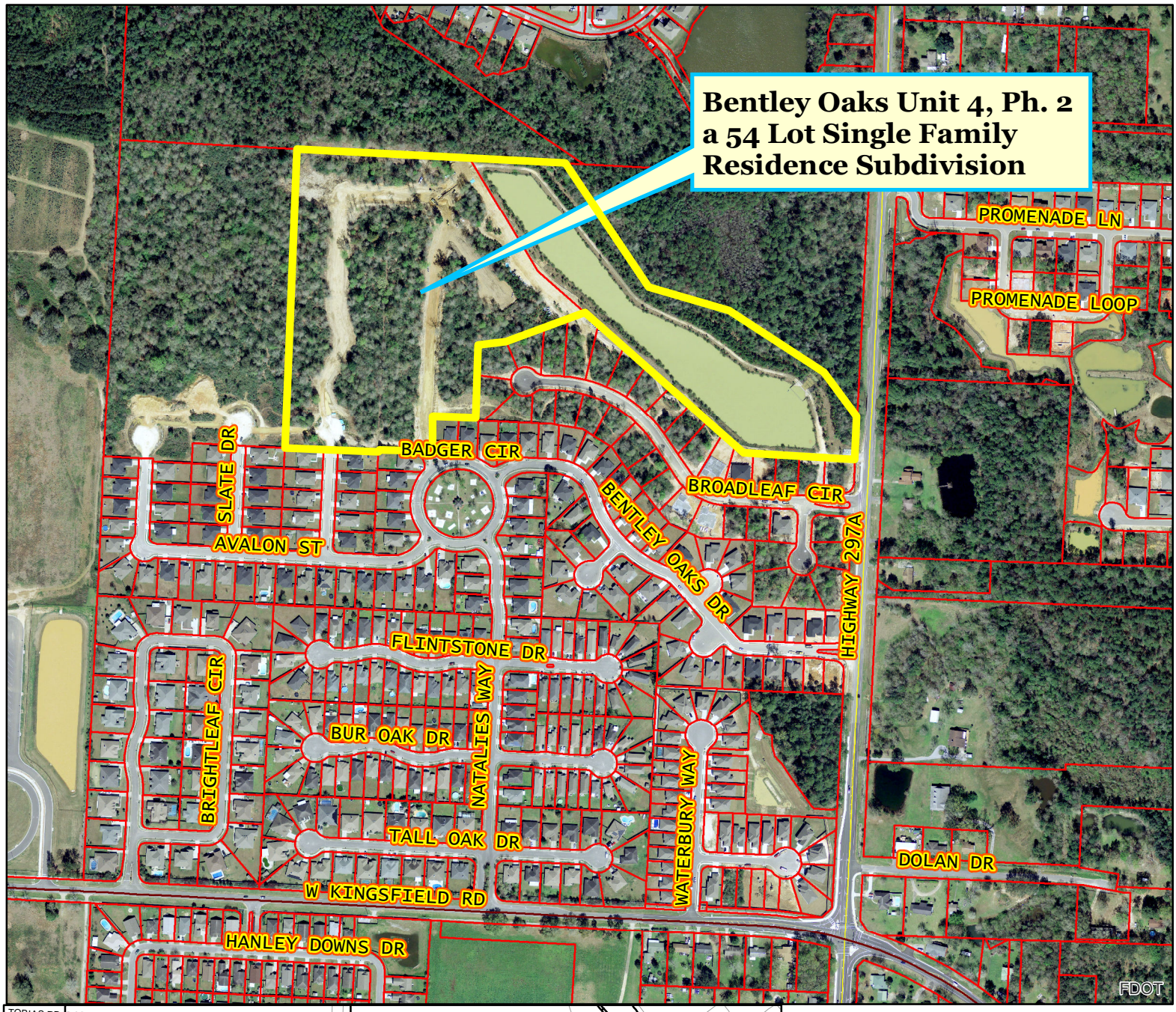
COORDINATION WITH OTHER AGENCIES/PERSONS:

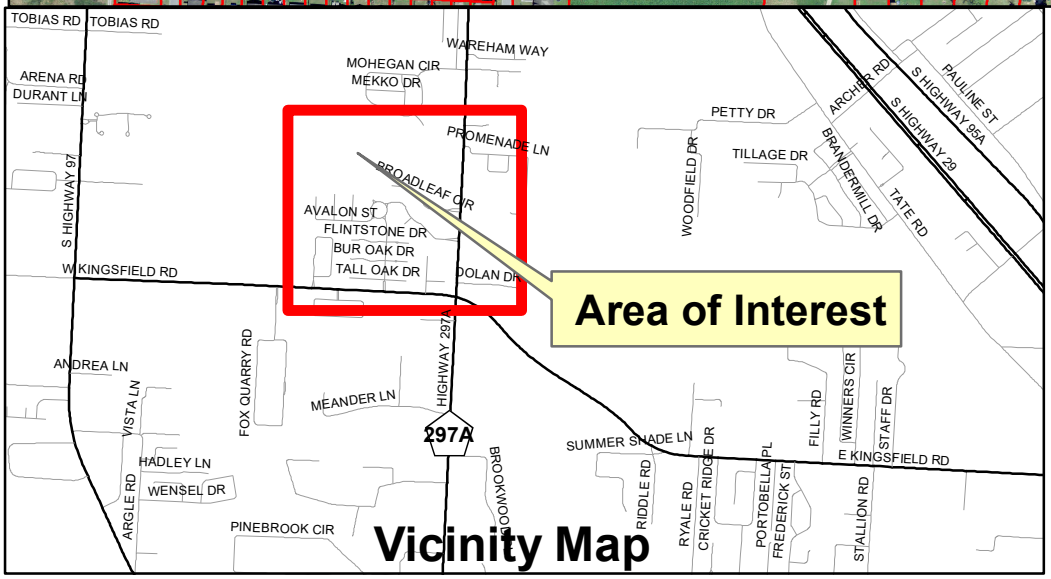
Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Location/Vicinity Map
Street Name Approval Letter
Two-Year Warranty Agreement
Final Plat

Final Plat ~ Bentley Oaks Unit 4 Phase 2
54 Lot Single Family Residences





N

ESCAMBIA COUNTY FLORIDA

Surveying RGG 04/27/2020

Board of County Commissioners • Escambia County, Florida

Andrew Hamilton, Emergency Communications Chief
Public Safety Department

April 27, 2020

Street Name Approval Letter

The following names have been submitted for approval:

Avalon Street
Quartz Avenue
Granite Lane

The streets are located in:

Bentley Oaks Unit 4 Phase 2

The name was requested by:

GECI & Associates, INC
Engineers

Andrew Hamilton
Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

_____

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

Prepared by:
Ron Tuttle
Beaird Development, LLC
3298 Summit Blvd, Bldg. 18
Pensacola, FL 32503

TWO-YEAR WARRANTY AGREEMENT FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT SURETY/FINANCIAL SECURITY (Limited Liability Company)

This Two-Year Warranty Agreement (Agreement) is entered by and between Beaird Development LLC, a limited liability company organized under the laws of the State of Florida whose address is PO Box 160306 Mobile, AL 36616 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for Bentley Oaks Unit 4, Phase 2 Subdivision Development, more particularly described as follows:

See Exhibit A (Legal Description) for Bentley Oaks Unit 4 Phase 2 PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements.

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.

2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):

   a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, the following infrastructure deficiencies: (i) cracked concrete and cracked curbing, (ii) minor ponding of water on the asphalt, (iii) minor settling of asphalt areas, (iv) minor deficiencies in storm pipe, (v) ponds recharging at a slow rate but still meeting regulatory requirements, and (vi) stabilization and erosion.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

Joyce Olsen
Joyce Olsen
(printed name)

WITNESS:

Steve Geci
(printed name)

DEVELOPER/OWNER:

Beaird Development LLC
(name of limited liability company)

By: Ron Tuttle

Ronald G. Tuttle
Member

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 5th day of May, 2020, by Ron Tuttle as _____ (select one title: Manager/Member/Managing Member) of _____ (name of limited liability company). He/She (___) is personally known to me, or (___) has produced _____ as identification.

Joyce Payton Olsen
Signature of Notary

Joyce Payton Olsen
Name of Notary (printed)

(Notary Seal)

JOYCE PAYTON OLSEN
MY COMMISSION # GG 170202
EXPIRES: February 3, 2022
Bonded Thru Notary Public Underwriters

Escambia County, through its Board of County Commissioners

By:_____

_____, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

____ day of _____,20___

_____
Deputy Clerk

Approved as to form and legal sufficiency.

BCC Approved: _____

By/Title: Kia M. Johnson, ACA

Date: 05-05-2020

Exhibit A

LEGAL DESCRIPTION:

Commence at the southwest corner of the Northeast Quarter of Section 23, Township 1 North, Range 31 West, Escambia County, Florida according to Indian Lake, a subdivision recorded in Plat Book 18 at pages 77, 77A & 77B of the public records of said County; thence South 89 degrees 08'58" East along the south line of said Northeast Quarter according to said Indian Lake Subdivision, for a distance of 657.01 feet for the point of beginning.

Thence continue South 89 degrees 08'58" East along said south line for a distance of 901.28 feet; thence South 36 degrees 22'56" East for 512.64 feet; thence South 75 degrees 58'37" East for 293.07 feet; thence South 59 degrees 00'54" East for 388.61 feet; thence South 39 degrees 29'13" East for 195.16 feet to the west right of way line of County Road 297-A (100' R/W); thence South 00 degrees 48'52" West along said right of way for 159.00 feet; thence North 88 degrees 57'19" West for 381.85 feet; thence North 50 degrees 12'02" West for 356.63 feet; thence North 50 degrees 55'35" West for 380.76 feet; thence South 67 degrees 40'57" West for a distance of 294.90 feet; thence South 79 degrees 03'32" West for a distance of 100.76 feet; thence South 00 degrees 30'50" West for a distance of 252.34 feet to the northerly line of Bentley Oaks ~ Unit 2 as recorded in Plat Book 18 at page 71 of the public records of said County; thence North 89 degrees 12'56" West (this course and the next six courses along the northerly and westerly lines of said Bentley Oaks ~ Unit 2) for a distance of 140.00 feet; thence South 00 degrees 30'50" West for a distance of 57.31 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 100.00 feet, and delta angle of 35 degrees 16'38"; thence Southeasterly along said curve for an arc distance of 61.57 feet (chord bearing of South 17 degrees 07'29" East, chord distance of 60.60 feet); thence South 65 degrees 31'37" West for a distance of 61.25 feet to a point on a circular curve concave to the northeast, having a radius of 185.00 feet, and delta angle of 05 degrees 55'41"; thence Northwesterly along said curve for an arc distance of 19.14 feet (chord bearing of North 18 degrees 46'32" West, chord distance of 19.13 feet); thence North 89 degrees 12'56" West for a distance of 146.65 feet; thence South 00 degrees 46'48" West for a distance of 10.02 feet to the easterly extension of the north line of Bentley Oaks ~ Unit 4 Phase 1 as recorded in Plat Book 19 at page 30 of the public records of said County; thence North 89 degrees 15'50" West along said easterly extension and north line for a distance of 325.68 feet to the northwest corner of Lot 5, Block K, said Bentley Oaks ~ Unit 4, Phase 1; thence North 00 degrees 49'25" East for a distance of 868.60 feet; thence North 00 degrees 29'32" East for a distance of 50.00 feet; thence South 89 degrees 30'28" East for a distance of 22.85 feet; thence North 00 degrees 29'32" East for a distance of 120.77 feet to the point of beginning.

All lying and being in Section 23, Township 1 North, Range 31 West, Escambia County, Florida. Containing 27.54 acres, more or less.

Prepared by: Pittman Glaze & Assoc, Inc.
5700 N Davis Hwy. Ste 3
Pensacola, FL 32503

1 MATCH LINE 2

60 30 20 0 30 60 120
GRAPHIC SCALE – 1" = 60'

BENTLEY OAKS UNIT 4 PHASE 2

A SINGLE FAMILY RESIDENTIAL 54 LOT SUBDIVISION OF A PORTION OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

FEBRUARY 2020

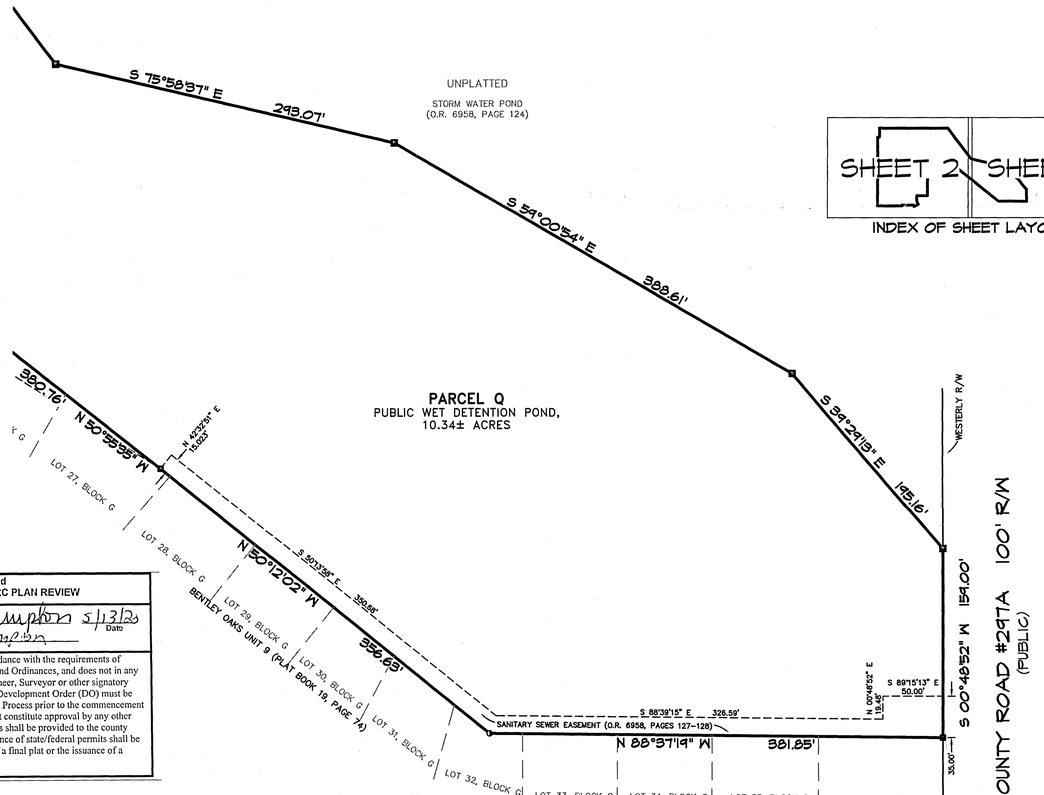
ZONED LDMU, FUTURE LAND USE: MU-S

NORTH SCALE 1" = 60'

SURVEYOR
David D. Glaze, P.S.M. 5605
Pittman, Glaze & Associates
5700 North Davis Highway, Suite 3
Pensacola, FL 32503
(850) 434-6666

ENGINEER
Steve A. Geci, Florida PE #33658
Geci & Associates, Inc.
2450 North 12th Avenue,
Pensacola, FL 32503
(850) 432-2424

OWNER:
Beaird Development, LLC
3298 Summit Boulevard #18
Pensacola, FL 32503
(850) 433-6447



Approved
ESCAMBIA COUNTY DRC PLAN REVIEW

DRC Chairman Signature J. Hampton 5/13/20 Date

Printed Name: Jonnie Hampton
Development Services Director or Designee

This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order (DO) must be obtained through the Development Review Process prior to the commencement of construction. This DO approval does not constitute approval by any other agency. All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

1 MATCH LINE 2

STATE PLANE COORDINATE TABLE

POINT	NORTHING	EASTING	LATITUDE	LONGITUDE	ELEVATION	SCALE FACTOR	COVERGENCE	COMBINE FACTOR
GPS 1	587671.349	1076617.914	N 30°35'07"5351"	W 87°20'04.5809"	102.53	0.99997497	1°25'28.0662"	0.99997492
GPS 2	587642.158	1077185.256	W 30°35'07.386"	W 87°19'58.084"	95.98	0.99997497	1°25'24.8013"	0.99997492
GPS 3	587253.946	1077421.999	W 30°35'03.603"	W 87°17'55.266"	103.46	0.99997483	1°25'23.3853"	0.99997492

Referenced to NAD 83 (2011) and NAVD 88
Location established from Florida Department of Transportation Permanent Reference Network (FPRN), Florida's Global Navigation Satellite System (GNSS) reference station network.
To convert a ground distance to a grid distance multiply the ground distance by the average combined scale factor.

37586-17 Final Plat - PLOTTED 5-11-2020

DEDICATION

Know all men by these present the Beaird Development, LLC, owner of the land herein described and platted hereon, known as Bentley Oaks Unit 4, Phase 2, hereby dedicate to the Public (Escambia County): all street right of ways, Public Drainage/Access Easements, Parcel P, Parcel Q and to Emerald Coast Utilities Authority - Emerald Coast Utilities Authority Utility Easements, and to Gulf Power Company - Gulf Power Company Easement, and to all Utility Providers all Utility Easements, and do hereby authorize and request the filing of the Plat, Bentley Oaks Unit 4, Phase II, in the public records of Escambia County, Florida.

Witnesses

Owners
Beaird Development, LLC

Print

By: Ronald G. Tuttle
Authorized Agent
Beaird Development, LLC

Signature

Print

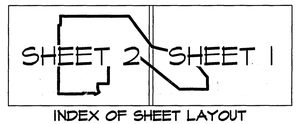
Signature

STATE OF FLORIDA, COUNTY OF ESCAMBIA

Before the subscriber personally appeared _____ known to me to be the individuals described herein and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes herein set forth. They are personally known to me and they did not take an oath. Given under my hand and official seal this _____ day of _____, 2020.

Notary Public, State of Florida
My commission expires _____

My commission number _____



INDEX OF SHEET LAYOUT

LEGAL DESCRIPTION:

Commence at the southwest corner of the Northeast Quarter of Section 23, Township 1 North, Range 31 West, Escambia County, Florida according to Indian Lake, a subdivision recorded in Plat Book 18 at pages 77, 77A & 77B of the public records of said County; thence South 89 degrees 08'58" East along the south line of said Northeast Quarter according to said Indian Lake Subdivision, for a distance of 657.01 feet for the point of beginning.

Thence continue South 89 degrees 08'58" East along said south line for a distance of 901.28 feet; thence South 36 degrees 22'56" East for 512.64 feet; thence South 75 degrees 58'37" East for 293.07 feet; thence South 54 degrees 00'54" East for 388.61 feet; thence South 34 degrees 29'13" East for 195.16 feet to the west right of way line of County Road 297-A (100' R/W); thence South 00 degrees 48'52" West along said right of way for 159.00 feet; thence North 88 degrees 37'19" West for 381.85 feet; thence North 50 degrees 12'02" West for 356.63 feet; thence North 50 degrees 55'55" West for 380.76 feet; thence South 67 degrees 40'57" West for a distance of 294.90 feet; thence South 79 degrees 03'32" West for a distance of 100.76 feet; thence South 00 degrees 30'50" West for a distance of 252.34 feet to the northerly line of Bentley Oaks ~ Unit 2 as recorded in Plat Book 18 at page 71 of the public records of said County; thence North 89 degrees 12'56" West (this course and the next six courses along the northerly and westerly lines of said Bentley Oaks ~ Unit 2) for a distance of 140.00 feet; thence South 00 degrees 30'50" West for a distance of 57.31 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 100.00 feet, and delta angle of 35 degrees 16'38"; thence Southeasterly along said curve for an arc distance of 61.57 feet (chord bearing of South 17 degrees 07'29" East, chord distance of 60.60 feet); thence South 63 degrees 31'37" West for a distance of 61.25 feet to a point on a circular curve concave to the northeast, having a radius of 185.00 feet, and delta angle of 05 degrees 55'41"; thence Northwesterly along said curve for an arc distance of 19.14 feet (chord bearing of North 18 degrees 46'32" West, chord distance of 19.13 feet); thence North 89 degrees 12'56" West for a distance of 146.65 feet; thence South 00 degrees 46'43" West for a distance of 10.02 feet to the easterly extension of the north line of Bentley Oaks ~ Unit 4 Phase 1 as recorded in Plat Book 19 at page 30 of the public records of said County; thence North 89 degrees 15'50" West along said easterly extension and north line for a distance of 325.68 feet to the northwest corner of Lot 5, Block K, said Bentley Oaks ~ Unit 4, Phase 1; thence North 00 degrees 44'25" East for a distance of 868.60 feet; thence North 00 degrees 29'32" East for a distance of 50.00 feet; thence South 89 degrees 30'28" East for a distance of 22.85 feet; thence North 00 degrees 29'32" East for a distance of 120.77 feet to the point of beginning.

All lying and being in Section 23, Township 1 North, Range 31 West, Escambia County, Florida. Containing 27.54 acres, more or less.

LEGEND:

P.O.C.	Denotes Point of Commencement
P.O.B.	Denotes Point of Beginning
R/W	Denotes right-of-way
B.S.L.	Denotes Building Setback Line
P.C.	Denotes Point of Curvature
P.T.	Denotes Point of Tangency
P.R.C.	Denotes Point of Reversed Curvature
P.C.C.	Denotes Point of Compound Curvature
R.P.	Denoted radius point
P.I.	Denotes point of intersection
(NR)	Denotes Non-Radial Line
R	Denotes Length of Radius
ARC	Denotes Length of Arc
CH	Denotes Length of Chord
C.B.	Denoted Bearing of Chord
E.C.U.A.	Emerald Coast Utilities Authority
Δ	Denotes Delta Angle
■	Denotes Permanent Referenced Monument Set #7073
◪	Denotes Permanent Referenced Monument Found #LS 4400
●	Denotes 1/2" Capped Iron Rod Set LB #7073
⊕	Denotes Permanent Control Point found (PCP) #noted
⊕	Denotes Permanent Control Point set (PCP) #7073
×	Denotes "X" cut in concrete
◉	Denotes 1/2" Aluminum Capped Iron Rod Set Stamped LB 7073 PRM
O.R.	Official Record Book
GPS	Global Positioning System
LB	Licensed Business
PSM	Professional Surveyor & Mapper
PE	Professional Engineer
NAD	North American Datum
NAVD	North American Vertical Datum
LLC	Limited Liability Corporation
LDMU	Low density mixed-use district
MU-S	Mixed-use suburban

SURVEYOR'S NOTES:

1) The sign (°) means degrees, The sign (') means feet or minutes, The sign (") means seconds.
2) Measurements made in accordance to United States Standards.
3) All dimensions on curves are arc distances.
4) Subject to setbacks, easements and restrictions of record.
5) There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of Escambia County.
6) Bearings are based upon the south line of the Northeast Quarter of Section 23, Township 1 North, Range 31 West as South 89°08'58" East.
7) Utility easements as shown hereon are to include cable television in accordance with Plat Act Chapter 177.091(28).
8) The survey as shown hereon does not determine ownership.
9) There is a 5-foot private drainage easements along all common lot lines. Homebuilder is to construct drainage swales as required along these easements to direct stormwater to conveyance system. Fences and any other structures in these easement shall not impede stormwater flow.
10) No fences or other structures shall be constructed in the public drainage/access easement. These easements shall be accessible at all times.

BUILDING SETBACKS REQUIREMENTS:

Front yard = 20 feet
Rear yard = 15 feet
(20 feet on Lots 7-12, Block C, adjacent to E.C.U.A. Easement
Side yard = 5 feet or 10% of lot width at the front building line whichever is greater but not required to exceed 15 feet
Street side yard = 15 feet

NOTICE:

This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat may be found in the public records of this County.

CABLE TELEVISION NOTE:

All platted utility easements as shown hereon shall also be easements for the construction, installation, maintenance, and operations of cable television in accordance with and subject to the provisions of Section 177.091 (28) Florida Statutes.

G.I.S. MAPPING

Coordinates shown are State Plane Coordinates referenced to N.A.D. 83 datum, 2011 adjustment, Florida North Zone and expressed in U.S. survey feet. Coordinates based on continuously operating reference station (CORS) "Pensacola Airport": N 544237.63, E 1121294.12, Z 101.20.

CERTIFICATE OF COUNTY CLERK

I, Pam Childers, Clerk of Courts of Escambia County, Florida hereby certify that this plat complies with all the requirements of the Plat Act Chapter 177 Florida Statutes and the same was recorded on the _____ day of _____, 2020 in Plat Book _____ at Page _____ of the public records of said County.

Pam Childers, Clerk of Courts

APPROVAL, BOARD OF COUNTY COMMISSIONERS

I, Pam Childers, Clerk of Courts of Escambia County, Florida hereby certify that this plat was presented to the Board of County Commissioners of Escambia County, Florida in their meeting held on the _____ day of _____, 2020, and was approved for filing by said Board, and I was instructed to so certify hereon.

Pam Childers, Clerk of Courts

CERTIFICATE OF PLAT REVIEW

This is to certify that this plat has been reviewed for conformity to Florida Statues Chapter 177, Part 1, platting, by the office of the County Surveyor of Escambia County, Florida on this _____ day of _____, 2020.

Joseph E. Barrett, PSM #6260
County Surveyor

ENGINEER'S CERTIFICATE:

I, Steve A. Geci, hereby certify that I am the engineer of record for Bentley Oaks Unit 4, Phase 2, and that all constructed roadways, drainage and other improvements are designed to comply with applicable federal, state and local development standards.

Signed this 13TH day of May 2020

Steve A. Geci, P.E. Florida Engineering #33658

STEVE A. GECI LICENSE No. 33658 STATE OF FLORIDA PROFESSIONAL ENGINEER

CERTIFICATE OF ATTORNEY

I, as member of the Florida Bar Association, and on behalf of the owners, hereby certify that I have examined the plat hereon and the accompanying documents and have found them to be in proper legal form and to meet all the requirements of the Florida Plat Act and the Escambia County Land Development Code, as amended.

Signed this _____ day of _____, 2020.

Stephen R. Moorhead

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies that this plat is a true and correct presentation of the land described herein, that said land has been subdivided as indicated, that permanent reference monuments (P.R.M.) have been placed as indicated, that the survey was made under my responsible direction and supervision and that the survey data complies with all requirements of The Plat Act Chapter 177.011 - 177.151 Florida Statutes, and that permanent reference monument and permanent control points have been set.

Signed this 16 day of January 2020

David D. Glaze
Registered Land Surveyor No. 5605, LB No. 7073
Pittman, Glaze & Associates
5700 North Davis Highway, Suite 3
Pensacola, FL 32503

DAVID D. GLAZE LICENSE NUMBER No. 5605 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

SHEET 1 OF 2

RESTRICTIVE COVENANTS
OFFICIAL RECORD BOOK _____,
PAGE(S) _____.

PLAT BOOK _____,
PAGE _____.

SURVEYOR
David D. Glaze, P.S.M. 5605
Flitman, Glaze & Associates
5700 North Davis Highway, Suite 3
Pensacola, FL 32503
(850) 434-6666

ENGINEER
Steve A. Gecl, Florida PE #33658
Gecl & Associates, Inc.
2450 North 12th Avenue,
Pensacola, FL 32503
(850)432-2929

OWNER:
Beaird Development, LLC
3298 Summit Boulevard #18
Pensacola, FL 32503
(850) 433-6447

NOTE
There is a 5-foot private drainage easements along all common lot lines. Homebuilder is to construct drainage swales as required along these easements to direct stormwater to conveyance system. Fences and any other structures in these easement shall not impede stormwater flow.

GRAPHIC SCALE - 1" = 60'

MATCH LINE 1 2

NORTH SCALE 1" = 60'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	66.27'	200.00'	018°59'07"	N08°45'24"W	65.97'
C2	155.55'	200.00'	044°33'47"	S04°01'56"W	151.66'
C3	148.54'	200.00'	042°33'12"	N05°02'13"E	145.15'
C4	59.56'	200.00'	017°03'48"	S07°42'29"E	59.34'
C5	48.93'	50.00'	056°03'57"	S28°32'49"W	47.00'
C6	66.91'	135.28'	028°20'18"	S13°31'42"E	66.23'
C7	39.41'	25.00'	090°19'53"	S44°20'31"E	35.46'
C8	50.30'	225.00'	012°48'31"	S05°34'50"E	50.19'
C9	16.71'	225.00'	004°15'17"	S14°06'44"E	16.70'
C10	60.63'	175.00'	019°51'02"	N06°18'51"W	60.33'
C11	69.34'	175.00'	022°42'10"	N14°57'44"E	68.89'
C12	10.09'	225.00'	002°34'06"	S25°01'46"W	10.08'
C13	78.38'	225.00'	019°57'32"	S13°45'57"W	77.98'
C14	76.92'	225.00'	019°35'14"	S06°00'26"E	76.54'
C15	9.61'	225.00'	002°26'55"	S17°01'30"E	9.61'
C16	57.99'	175.00'	018°59'07"	S08°45'24"E	57.72'
C17	39.13'	25.00'	089°40'07"	S45°39'29"W	35.25'
C18	45.88'	175.00'	015°01'22"	S06°41'16"E	45.75'
C19	6.23'	175.00'	002°02'26"	S15°13'10"E	6.23'
C20	70.00'	225.00'	017°49'28"	N07°19'38"W	69.72'
C21	76.65'	225.00'	019°31'10"	N11°20'41"E	76.28'
C22	20.46'	225.00'	005°12'33"	N23°42'33"E	20.45'
C23	58.66'	175.00'	019°12'27"	S16°42'36"W	58.39'
C24	76.03'	175.00'	024°53'39"	S05°20'27"E	75.44'
C25	1.41'	175.00'	000°27'41"	S18°01'07"E	1.41'
C26	74.56'	225.00'	018°59'07"	N08°45'24"W	74.21'
C27	53.41'	185.00'	016°32'26"	N07°32'30"W	53.22'
C28	60.40'	75.00'	046°08'18"	S23°34'59"W	58.78'
C29	12.99'	75.00'	009°55'39"	S51°36'58"W	12.98'
C30	39.27'	25.00'	090°00'00"	N11°34'47"E	35.36'
C31	24.47'	25.00'	056°05'15"	N61°27'50"W	23.51'
C32	21.03'	25.00'	048°11'23"	S66°23'51"W	20.41'
C33	61.45'	50.00'	070°24'50"	S77°30'34"W	57.65'
C34	30.09'	50.00'	034°28'57"	N02°28'19"W	29.64'
C35	30.55'	40.00'	043°45'42"	N55°18'04"W	29.81'
C36	28.16'	50.00'	032°16'07"	N61°02'52"W	27.79'
C37	38.02'	50.00'	043°34'11"	N23°07'43"W	37.11'
C38	44.67'	50.00'	051°11'26"	N24°15'05"E	43.20'
C39	46.07'	50.00'	052°47'15"	N76°14'25"E	44.45'
C40	60.50'	50.00'	069°19'31"	S42°42'12"E	56.87'
C41	16.04'	50.00'	018°22'56"	S01°09'01"W	15.97'
C42	30.55'	40.00'	043°45'42"	S11°32'22"E	29.81'
C43	39.27'	25.00'	090°00'00"	S78°25'13"E	35.36'
C44	24.46'	25.00'	056°03'57"	N28°32'49"E	23.50'
C45	41.51'	50.00'	047°34'14"	N43°29'54"W	40.33'
C46	21.03'	25.00'	048°11'23"	S09°19'32"E	20.41'

P.O.C. SOUTHWEST CORNER OF NORTHEAST QUARTER OF SECTION 23, T-1-N, R-31-W PER INDIAN LAKE SUBDIVISION (PLAT BOOK 18,PAGES 77, 77A & 77B)

S 89°08'58" E (BEARING BASIS) 657.01'

SOUTH LINE OF NORTHEAST QUARTER OF SECTION 23, T-1-N, R-31-W PER INDIAN LAKE SUBDIVISION

UNPLATTED

CONSERVATION EASEMENT (O.R. 5888, PAGES 278-294)

P.O.B. GPS 1

N 00°29'32" E 120.77'

S 89°30'28" E 22.85'

N 00°29'32" E 50.00'

S 89°08'58" E 901.28'

GPS 2

NORTH LINE OF SOUTHEAST 1/4 SECTION 23 333.11'

S 89°08'58" E 1157.58'

SOUTHEAST CORNER INDIAN LAKE SUBDIVISION (PLAT BOOK 18,PAGES 77, 77A & 77B)

S 36°22'56" E 512.64'

PARCEL Q
PUBLIC WET DETENTION POND,
10.34± ACRES

AVALON STREET 50' R/W (PUBLIC)

QUARTZ AVENUE 50' R/W (PUBLIC)

GRANITE LANE 50' R/W (PUBLIC)

BLOCK A

BLOCK B

BLOCK C

N 00°49'25" E 868.60'

N 00°49'25" E 635.66'

S 00°30'50" W 252.34'

S 00°46'43" W 10.02'

N 89°15'50" W 320.00'

S 00°14'10" W 70.00'

325.68' SEE DETAIL "B"

146.65' N 89°12'56" W

140.00' N 89°12'56" W

57.31' S 00°30'50" W

S 67°40'57" W 294.90'

S 79°09'32" W 100.76'

S 50°55'39" W 390.76'

BROADLEAF CIRCLE 50' R/W (PUBLIC)

BADGER CIRCLE 50' R/W (PUBLIC)

BENTLEY OAKS UNIT 9
PLAT BOOK 19, PAGE 74

BENTLEY OAKS ~ UNIT 2
PLAT BOOK 18, PAGE 71

BENTLEY OAKS ~ UNIT 4 PHASE 1
PLAT BOOK 19, PAGE 30

LOT 22 LOT 23 LOT 24 LOT 25, BLOCK G LOT 26, BLOCK G LOT 25 LOT 21 LOT 20 LOT 19

NORTHWEST CORNER LOT 5, BLOCK K BENTLEY OAKS ~ UNIT 4 PHASE 1

NORTHERLY LINE BENTLEY OAKS ~ UNIT 4 PHASE 1

NORTHERLY LINE BENTLEY OAKS ~ UNIT 2

WESTERLY LINE BENTLEY OAKS ~ UNIT 2

NORTHERLY LINE BENTLEY OAKS ~ UNIT 2

SOUTHWESTERLY LINE O.R. 6958, PAGE 124

UNPLATTED

DETAIL "B" SCALE 1" = 5'

0.68' HIATUS

LOT 48, BLOCK E BENTLEY OAKS ~ UNIT 4 PHASE 1 PLAT BOOK 19, PAGE 30

LOT 5, BLOCK E BENTLEY OAKS ~ UNIT 2 PLAT BOOK 18, PAGE 71

CURVE 1
R = 100.00'
ARC = 61.57'
CH = 60.60'
Δ = 35°16'38"
C.B. = S 17°07'29" E

CURVE 2
R = 185.00'
ARC= 19.14'
CH = 19.13'
Δ = 05°55'41"
C.B. = N 18°46'32" W

BENTLEY OAKS UNIT 4 PHASE 2

A SINGLE FAMILY RESIDENTIAL LOT SUBDIVISION OF A PORTION OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
FEBRUARY 2020
ZONED LDMU, FUTURE LAND USE: MU-S

SHEET 2 OF 2

RESTRICTIVE COVENANTS OFFICIAL RECORD BOOK _____, PAGE(S) _____.

PLAT BOOK _____, PAGE _____.

37586-17 Final Plat - PLOTTED 4-30-2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17922 **Growth Management Report** **11. 2.**
BCC Regular Meeting **Action**
Meeting Date: 05/21/2020
Issue: Action Item - Concerning the Issuance of a 14-Day Consecutive Temporary Concrete Crushing Permit for American Concrete Supply, Inc.
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:
Recommendation Concerning the Issuance of a 14-day Consecutive Temporary Concrete Permit for the Crushing and/or Pulverizing of Excess Concrete Located and Generated at an Existing Concrete Batch Plant Known as American Concrete Supply, Inc.

That the Board of County Commissioners (BCC) review and approve, modify, or deny the issuance of a 14-day temporary concrete crushing permit for American Concrete Supply, Inc., for the next 45 days to allow for the crushing and/or pulverizing of its own aggregate material on site.

BACKGROUND:
In 2019, a request was made by American Concrete Supply, Inc., for a 14-day consecutive temporary concrete crushing permit for the crushing and/or pulverizing of material at its Quintette Plant. On June 6, 2019, the Board of County Commissioners (BCC) approved the issuance of the 14-day temporary permit to allow for the crushing of its own aggregate material on site. Please note that there was a previous request made in 2018 which was approved by the BCC on March 15, 2018.

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

American Concrete Supply Inc. Temporary Concrete Crushing Permit Request

---

ROBERT WARD PE

May 12, 2020

Mr. Horace Jones, Executive Director
Development Services Department
3363 West Park Place
Pensacola, FL 32505

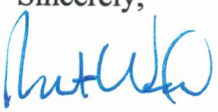
RE: American Concrete Supply, Inc. Cantonment Plant

HAND DELIVERY

Dear Mr. Jones

As agent for American Concrete Supply, Inc., we hereby give notice that we intend to commence crushing concrete on May 25, 2020, and will continue crushing throughout the 14 day permit agreement approved by the Board of Commissioners. The portable crushing equipment is to be delivered shortly and setup will progress upon arrival. The site is open to inspection during normal working hours and I will be available at any time. My contact number is 850-698-0143. Please call with any questions.

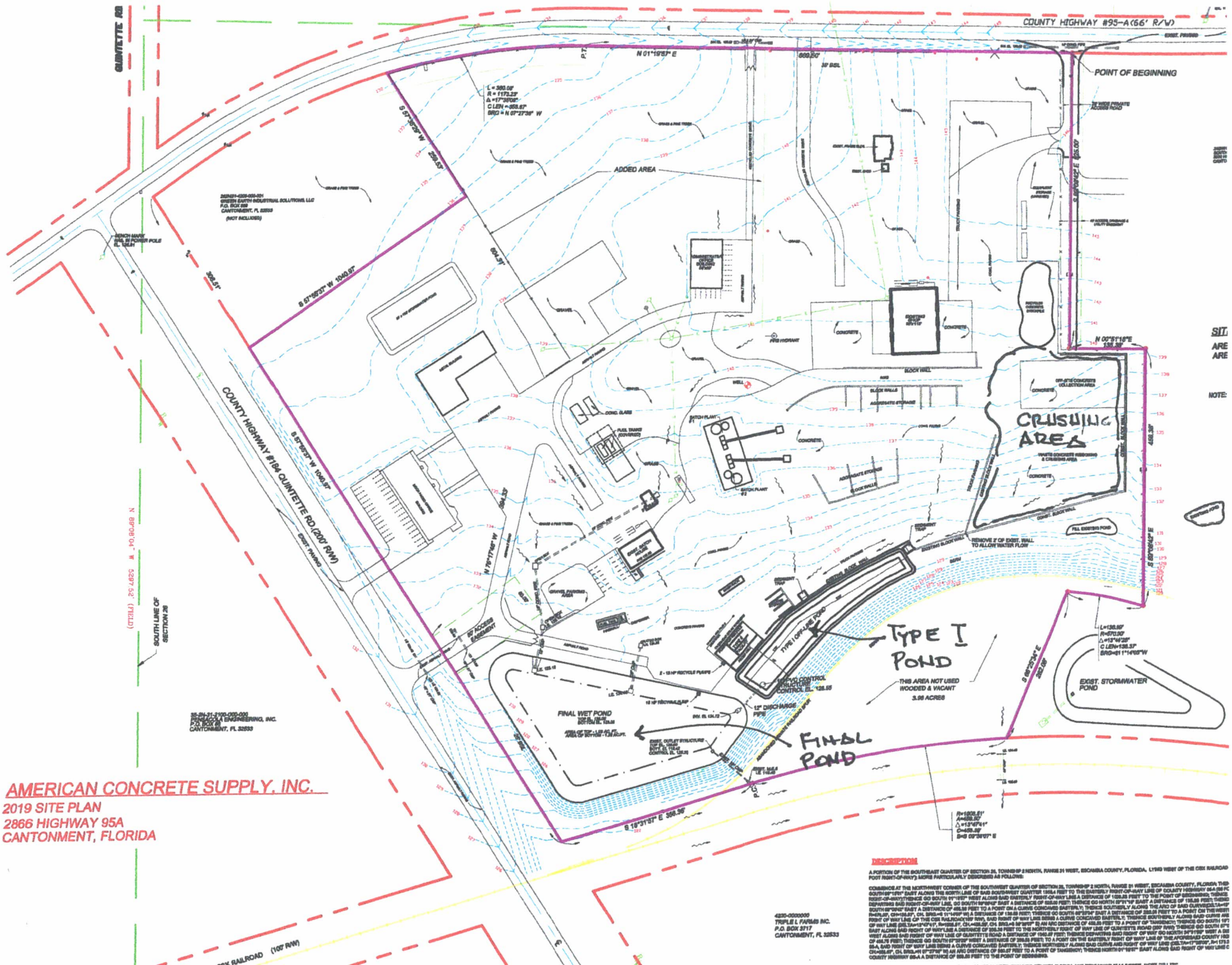
Sincerely,



Robert Ward

C: Noah McBride
American Concrete Supply, Inc.

9909 N. Cove Ave.
Pensacola, FL 32534
tel: 850.698.0143 e: robertward.eng@gmail.com



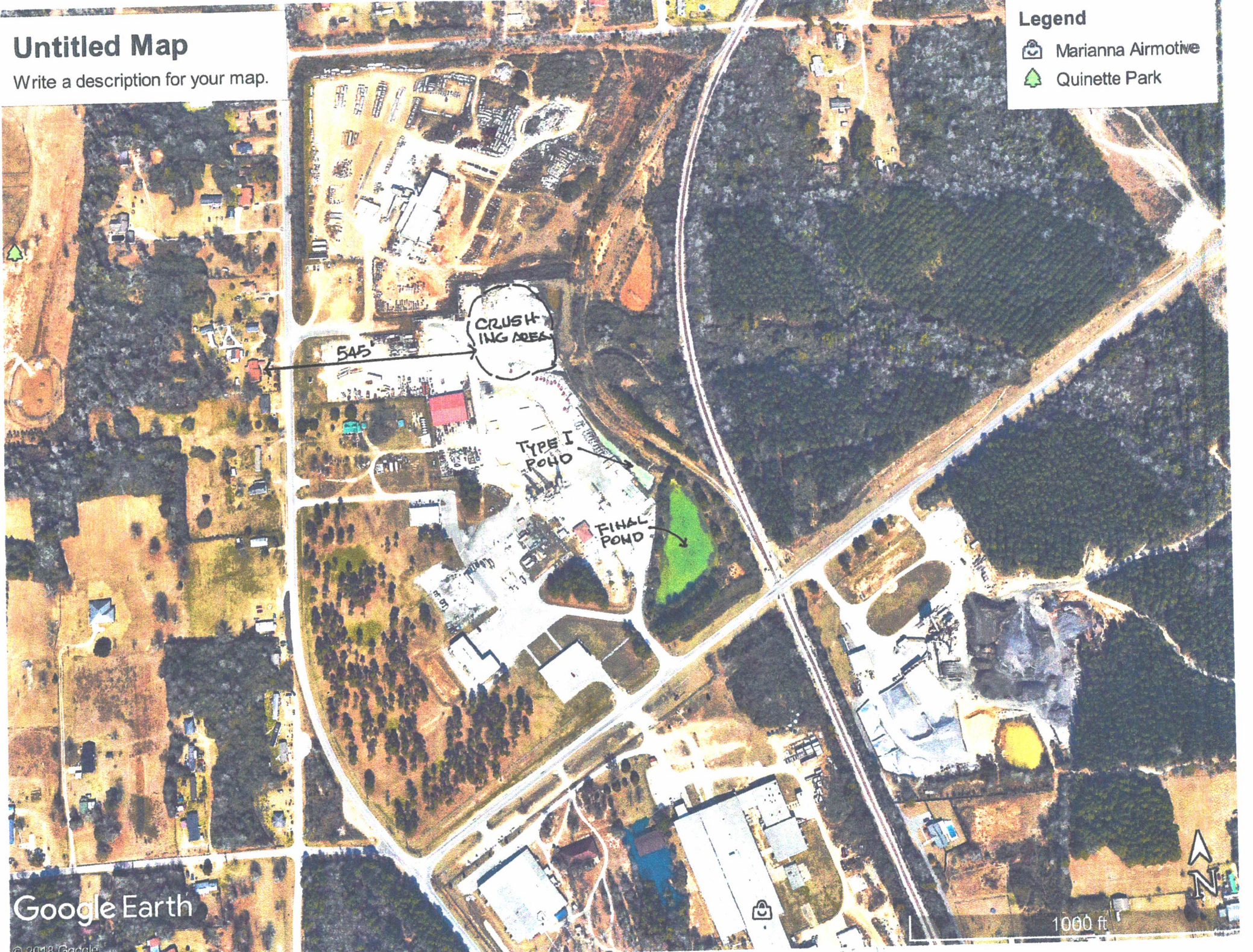
DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, LYING WEST OF THE CSX RAILROAD POST RIGHT-OF-WAY(') MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THE SOUTH 89°-18'-E" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER 1309.4 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY HIGHWAY 95-A (66 FC RIGHT-OF-WAY);THENCE GO SOUTH 01°-19'-57" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1609.20 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, GO SOUTH 89°-08'-42" EAST A DISTANCE OF 595.00 FEET; THENCE GO NORTH 89°-51'-16" EAST A DISTANCE OF 156.39 FEET; THENCE SOUTH 89°-08'-42" EAST A DISTANCE OF 456.39 FEET TO A POINT ON A CURVE CONCAVED EASTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE(RADIUS=671.00' R=671.00', CH=130.83', CH. BRG.=S 11°-14'-05" W) AN ARC DISTANCE OF 130.99 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 05°-25'-34" EAST A DISTANCE OF 262.68 FEET TO A POINT OF THE WEST RIGHT OF WAY LINE OF THE CSX RAILROAD(100' RW), SAID RIGHT OF WAY LINE BEING A CURVE CONCAVED EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE AND OF WAY LINE (DELTA=-13°-40'-51", R=1859.51', CH.=439.55', CH. BRG.=S 19°-39'-07" E) AN ARC DISTANCE OF 439.99 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 67°-56'-28" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 259.53 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF QUINTETTE ROAD (200' R/W); THENCE GO SOUTH 57°-56'-37" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1040.97 FEET; THENCE DEPARTING SAID RIGHT OF WAY GO NORTH 76°-17'-48" WEST A DISTANCE OF 604.31 FEET; THENCE GO NORTH 57°-56'-28" EAST A DISTANCE OF 358.51 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED COUNTY HIGHWAY 95-A, SAID RIGHT OF WAY LINE BEING A CURVE CONCAVED EASTERLY; THENCE NORTHERLY ALONG SAID CURVE AND RIGHT OF WAY LINE (DELTA=-17°-39'-05", R=1173.23', CH.=388.67', CH. BRG.=N 07°-27'-36" W) AN ARC DISTANCE OF 390.09 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°-19'-57" EAST ALONG SAID RIGHT OF WAY LINE OF COUNTY HIGHWAY 95-A A DISTANCE OF 609.20 FEET TO THE POINT OF BEGINNING.

Untitled Map

Write a description for your map.



ROBERT WARD PE

Commissioner Steven Barry

221 Palafox Place, Ste. 400

Pensacola, FL 32502

May 12, 2020

Re: American Concrete Supply, Inc.

Dear Commissioner Barry,

On behalf of American Concrete Supply, Inc. and Mr. C.R. Campbell, I have submitted a request for another 14 day Temporary Concrete Crushing Permit for the Cantonment plant located on Quintette Road. This request was submitted to Mr. Horace Jones who stated that I need to also submit this request to you as the commissioner for the district where the plant is located since this action has to come from the respective commissioner. The actual crushing will be performed by a mobile State permitted crusher that will be onsite on May 25, 2020.

We are required to notify County staff two days prior to the commencement of crushing to allow staff enough time to inspect the site. All site conditions and operational procedures are the same as the previous permit issued in 2019 and the site data has been submitted to Mr. Jones.

Please review this request for favorable BCC action and if additional information is needed please let me know.

Sincerely,

Bob Ward

9909 N. Cove Ave.
Pensacola, FL 32534
robertward.eng@gmail.com (850)698-0143

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17921 **Growth Management Report 11. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 05/21/2020
Issue: Schedule of Public Hearings
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

June 4, 2020

A. 5:45 p.m. - A Public Hearing Opting Out of the Sector Plan and Assigning a Future Land Use Category - 2025 Kingsfield Road - OSP-2019-02 (second of two public hearings)

Summary: The applicant is requesting to remove a parcel from the adopted Escambia County Mid-West Sector Plan, Muscogee Detailed Specific Area Plan; the applicant is also requesting that a Future Land Use category of Mixed-Suburban be assigned to the parcel.

B. 5:46 p.m. - A Public Hearing Opting Out of the Sector Plan and Assigning a Future Land Use Category - 1900 BLK W Kingsfield Road - OSP-2019-03 (second of two public hearings)

Summary: The applicant is requesting to remove a parcel from the adopted Escambia County Mid-West Sector Plan, Muscogee Detailed Specific Area Plan; the applicant is also requesting that a Future Land Use category of Mixed-Suburban be assigned to the parcel.

C. 5:47 p.m. - A Public Hearing Opting Out of the Sector Plan and Assigning a Future Land Use Category - 2003 and 1955 W Kingsfield Road - OSP-2019-04 (second of two public hearings)

Summary: The applicant is requesting to remove a parcel from the adopted Escambia

County Mid-West Sector Plan, Muscogee Detailed Specific Area Plan; the applicant is also requesting that a Future Land Use category of Mixed-Suburban be assigned to the parcel.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17907 **County Administrator's Report 11. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/21/2020
Issue: Disposition Of Property
From: Cassie Boatwright, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Facilities Management Department - Cassie C. Boatwright, Department Director

That the Board approve the Request for Disposition of Property Form for the Facilities Management Department for property which is described and listed on the Request Form, with reason for disposition stated. The item has been found to be of no further usefulness to the County; thus, it is requested that it be salvaged.

BACKGROUND:
Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.06.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
This Recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Recommend the item be picked up for salvage.

Attachments

Property Dispositon 44777

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Facilities Management COST CENTER NO: 310201

Karen Myers DATE: 5/11/2020

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Karen Myers Phone No: 850-595-3190

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	44777	New Holland Skid Loader	902838	LX665	1997	Unrepairable

Disposal Comments: Insurance determined trailer was a total loss and will be salvaged.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 5/11/2020

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Cassie C. Boatwright

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17879 **County Administrator's Report 11. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/21/2020
Issue: FDOT Off-System Project Agreement for State Road 10 (US 90A) Nine Mile Road Including Tower Ridge Road
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation Off-System Project Agreement Related to State Road 10 (US 90A) Nine Mile Road Including Tower Ridge Road - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Off-System Project Agreement Related to State Road 10 (US 90A) Nine Mile Road including Tower Ridge Road:

A. Adopt the Resolution authorizing the Agreement;

B. Approve the State of Florida Department of Transportation Off-System Project Agreement between FDOT and Escambia County related to State Road 10 (US 90A) Nine Mile Road including Tower Ridge Road; and

C. Authorize the Chairman or Vice Chairman to execute the documents and any subsequent documents required for implementation of the project.

This project is located in Commission District 1.

BACKGROUND:

Federal funding is available for right-of-way acquisition, for State Road (SR) 10 (US 90A) Nine Mile Road from SR 10A (US 90) to CR 99 Beulah Road in Escambia County. Tower Ridge Road is a County-owned road that intersects SR 10 and will be realigned as a part of the overall project, specifically, removing the existing ninety-degree turn and extending the two-lane road south to connect to Nine Mile Road under 23 CFR 650.413(c) (see provided drawing).

The parties agree that it is in the best interest of the State of Florida (DEPARTMENT) and the LOCAL AGENCY (Escambia County), for the DEPARTMENT, if necessary, to act for Escambia County 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.

Approval of federal aid necessary to the project requires agreement from Escambia County to maintain the project or the portion of the project that is located on County right-of-way.

The Parties agree that it is in the best interest of each Party for the DEPARTMENT to undertake and complete all aspects of the roadway improvement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements, and other associated tasks.

BUDGETARY IMPACT:

All right-of-way acquisition will be performed by FDOT.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and signed off on the Agreement and the Resolution.

PERSONNEL:

All right-of-way acquisition and construction work will be performed by FDOT. There is no impact to County personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policies require Board approval for these actions.

IMPLEMENTATION/COORDINATION:

Upon Board approval and Chairman or Vice Chairman execution, the Agreement and Resolution will be returned to FDOT for final execution and recording.

Attachments

Resolution
Agreement
Tower Ridge Rd R/W Drawing

RESOLUTION NUMBER R2020-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING AN OFF-SYSTEM PROJECT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FPID#: 218605-5-43-01); AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, federal funding is available for the costs to complete a roadway improvement project, to include right-of-way acquisition for SR 10 (US 90A) 9 Mile Road from SR 10A (US 90) to CR 99 Beulah Road in Escambia County, Financial Project I.D.: 218605-5-43-01 (hereinafter the "Project"); and

WHEREAS, Tower Ridge Road is a County owned roadway that intersects SR 10 and, as part of the Project, will require realignment and other improvements; and

WHEREAS, the County and Department have agreed it is in the best interest of the parties that the Department undertake and complete the Project.

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

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

SECTION 2. The Board of County Commissioners hereby supports the State of Florida Department of Transportation Off-System Project Agreement (FPID#: 218605-5-43-01). Pursuant to paragraph 10 of the Agreement, the Board hereby consents to and authorizes the Department, if necessary, to take property (both real and personal) to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements, and rights of entry associated with the Project, in the name of the Local Agency. 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 and to exercise prudent engineering judgement in the design and construction of the Project

SECTION 3. The Board authorizes the Chairman to sign the State of Florida Department of Transportation Off-System Project Agreement.

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

ADOPTED this _____day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 05-07-2020

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF-SYSTEM PROJECT AGREEMENT

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. Federal funding is available for the costs of the project, including right-of-way acquisition, for SR 10 (US 90A) 9 MILE ROAD FROM SR 10A (US 90) TO CR 99 BEULAH ROAD in Escambia County. Tower Ridge Road is a county-owned road that intersects SR 10 and will need to be realigned as a part of the overall project, specifically, removing the existing ninety degree turn and extending the two-lane road south to connect to Nine Mile Road under 23 CFR 650.413(c); and

2. Tower Ridge Road requires roadway improvements and said improvements will also require right-of-way acquisition.

3. Tower Ridge Road is located in Escambia County, Florida, a road not 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 DEPARTMENT to undertake and to complete all aspects of the roadway improvement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

7. The LOCAL AGENCY, by resolution No. _____, dated _____, 202_, a copy of which is attached hereto and made a part hereof, has authorized the _____ to execute this Agreement.

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 Parties agree that the DEPARTMENT shall undertake and complete Financial Project I.D. 218605-5-43-01, which is funded for right-of-way acquisition to help facilitate the roadway reconstruction of SR 10 (US90A) and the intersection with Tower Ridge Road, Section No. 48010000, from Beginning MP 2.485 to End MP 4.270 ("PROJECT"). The PROJECT is further described in the Construction Plans dated August 17, 2018 including any updates and/or revisions thereof as exist on file with the DEPARTMENT ("PLANS"). The PLANS are hereby incorporated by reference and made a part of this Agreement. The LOCAL AGENCY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

10. 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 and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the LOCAL AGENCY. 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 and to exercise prudent engineering judgment in the design and construction of 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 DEPARTMENT.

11. 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 DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

12. The LOCAL AGENCY hereby appoints the DEPARTMENT as its agent for purposes of the notification, construction, reconstruction and relocation of utilities under Sections 337.401, 337.402, 337.403, and 337.404, Florida Statutes. 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. The Parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The Parties agree that if existing utilities owned by the LOCAL AGENCY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for the by the LOCAL AGENCY.

13. 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 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.

14. 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. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the LOCAL AGENCY existing right-of-way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

15. The Parties understand and agree that the DEPARTMENT and the LOCAL AGENCY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the LOCAL AGENCY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

16. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the LOCAL AGENCY.

17. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the LOCAL AGENCY. Upon issuance of the Notice of Final Acceptance, the LOCAL AGENCY shall be

immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the LOCAL AGENCY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the LOCAL AGENCY in writing with sufficient description to place the LOCAL AGENCY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the LOCAL AGENCY understands and agrees that the DEPARTMENT shall transfer all permits to the LOCAL AGENCY as the operational maintenance entity and the LOCAL AGENCY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

18. 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 by the DEPARTMENT and the improvements have been turned over to the LOCAL AGENCY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to, budgetary and bid cost considerations.

19. 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.

20. 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.

21. 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.

22. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

23. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

24. In the event this Agreement is in excess of $25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

25. 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.

26. 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.

27. In the event there are cost overruns, supplemental agreements (specifically incurred in the areas located off the State Highway System), and or liquidated damages not eligible to be paid for by federal funds due to the Federal Highway Administration determining that said costs are non-participating costs, the LOCAL AGENCY shall be responsible for one-hundred percent (100%) of the funds required to make up the shortfall not paid by federal funds. The PROJECT is off of the "State Highway System," therefore, in accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this PROJECT. (Examples of non-participating items could be fishing piers; premium costs due to design or CEI errors or omissions; material or equipment called for in the plans but not used in the construction, as referenced in the Federal Aid Policy Guide 23, CFR Section 635.120).

a. Should such shortfalls occur due to a determination that said costs are non-participating, the LOCAL AGENCY agrees to provide, without delay, a deposit within fourteen (14) calendar days of notification from the DEPARTMENT, to

ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL AGENCY as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL AGENCY shall not relieve the LOCAL AGENCY of its obligation to pay for its full participation of non-participating costs during the PROJECT and on final accounting, as provided herein below. If the LOCAL AGENCY cannot provide the deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT'S contract manager indicating when the deposit will be made. The LOCAL AGENCY understands the request and approval of the additional time could delay the PROJECT, and additional non-participating costs may be incurred due to the delay of the PROJECT.

The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Contractor, not when the construction work is complete. All non-participating Project cost records and accounts shall be subject to audit by a representative of the LOCAL AGENCY for a period of three (3) years after final close out of the PROJECT. The LOCAL AGENCY will be notified of the final non-participating cost of the PROJECT. Both Parties agree that in the event the final accounting of total non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL AGENCY. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL AGENCY is not relieved from its obligation to pay.

In the event the final accounting of total non-participating costs are greater than the total deposits to date, the LOCAL AGENCY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The LOCAL AGENCY agrees to pay interest at a rate as established pursuant to Section 55.03, F.S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

Any payment of funds under this Agreement provision will be made directly to the DEPARTMENT for deposit.

28. LOCAL AGENCY:

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL AGENCY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

29. The Parties agree that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Therefore, it is agreed that no deviation from the terms shall be predicated upon prior representations or agreements, whether oral or written.

30. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each Party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

LOCAL AGENCY: Escambia County Board of County Commissioners
Post Office Box 1591
Pensacola, FL 32591-1591

DEPARTMENT: FDOT Operations Engineer
6025 Old Bagdad Highway
Milton, FL 32583

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates exhibited by the signatures below.

DEPARTMENT:	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
Title: District Three Secretary	Title: Chairman
Date: _____	Date: _____
Attest: _____	Attest: _____

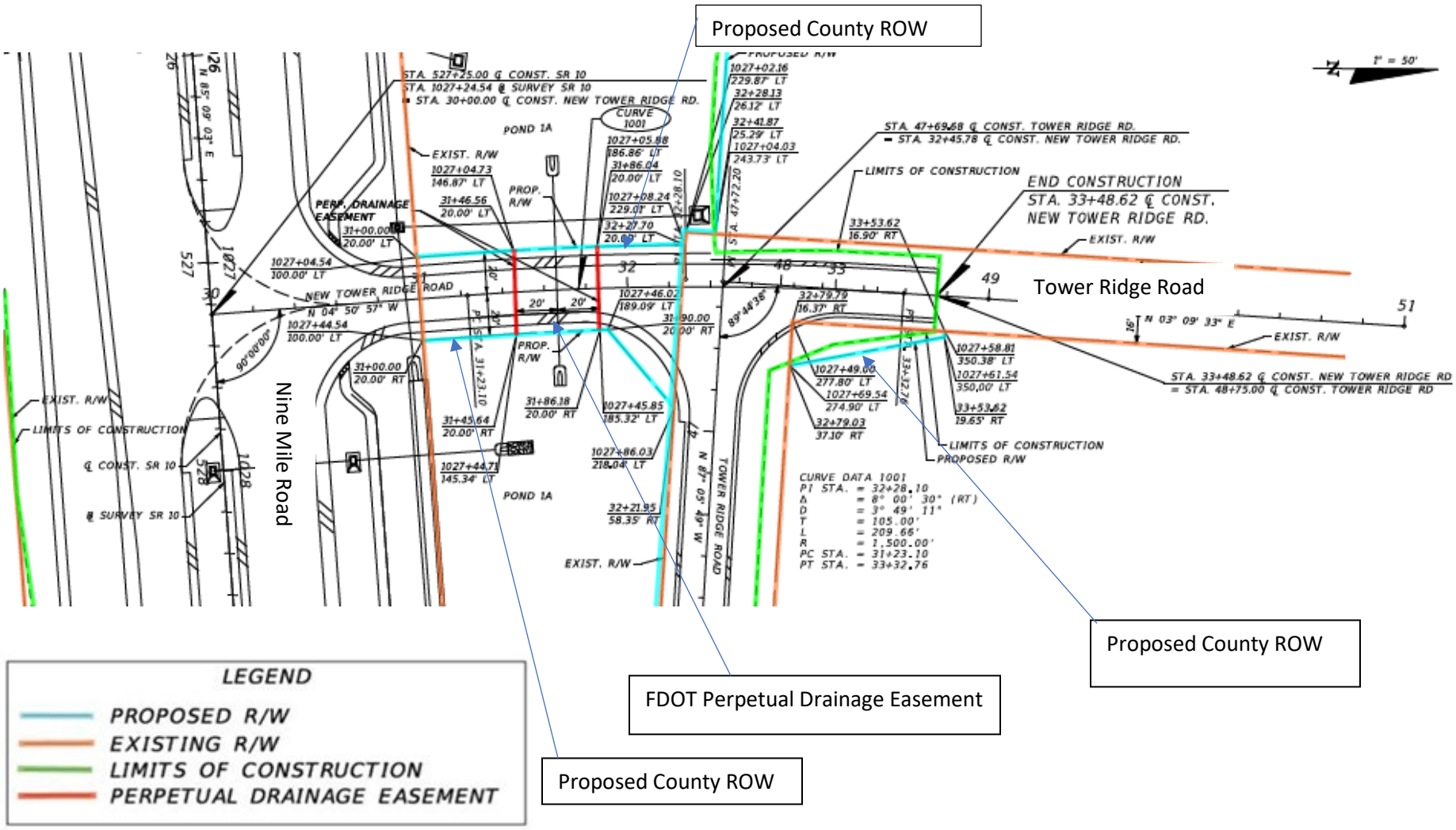
Legal Review:

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 05-07-2020

_____
Office of the General Counsel



TOWER RIDGE ROAD RIGHT-OF-WAY

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17802 **County Administrator's Report 11. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/21/2020
Issue: Traffic Restrictions: Speed Limit Reductions/Parking Prohibitions
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Traffic Restrictions: Speed Limit Reductions on Scepter Court and Worley Road and Parking Prohibitions on Schwab Drive and East Olive Road - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the filing of traffic restrictions - Speed Limit Reductions and Parking Prohibitions per the requirements of Ordinance Number 2003-26, which authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets:

A. Adopt the Resolution establishing speed limits for the reduction in speed from 30 miles per hour to 25 miles per hour on Scepter Court, District Five (D5), from County Road (CR) 297A to west end of road, and on Worley Road (D5) from Mystic Springs Road to east end of road;

B. Adopt the Resolution establishing a "No Parking" prohibition on Schwab Drive District Four (D4), from North 9th Avenue to Schwab Court and on East Olive Road District Three (D3), from 500' west of Cody Lane to 700' west of Cody Lane (north side of right-of-way); and

C. Authorize the Chairman to sign the Resolutions.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for sign installations]

These roads are located in Commission Districts 3, 4, and 5.

BACKGROUND:

Scepter Court and Worley Road are local, residential, dead-end streets. Staff received complaints of excessive speeding from residents. Each street was evaluated by staff and it was concluded that a five-mile per hour reduction in speed is appropriate.

County staff received complaints that vehicles were parking along the roadway and shoulders of Schwab Drive, causing vehicle and pedestrian travel to be unsafe and restricted and compromised critical sight lines. County staff concluded that a parking prohibition on Schwab Drive (from North 9th Avenue to Schwab Court), is recommended on both sides of the street to prohibit parking along road right-of-way, which obstructs pedestrian traffic and adjacent business access and creates sight distance deficiencies. In addition, parking in this area obstructs visibility for traffic exiting the rear restaurant, either restricts or obstructs pedestrian movements, contributes to damage to road shoulders and edges of asphalt, and generates increased pedestrian traffic and roadway crossing movements within right-of-way.

County staff received complaints from Escambia County Code Enforcement stating that vehicles are using an area of asphalt contiguous to edge of travel lane for East Olive Road as an impromptu parking, lot resulting in numerous complaints from adjacent property owners regarding traffic safety issues. County staff concluded that a parking prohibition on East Olive Road (north side of right-of-way from 500' west of Cody Lane to 700' west of Cody Lane), is recommended to prohibit parking along road right-of-way, which creates traffic safety issues and violates local ordinance.

The Board is authorized under Sections 316.006(3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009), to establish regulation on the County roadways and streets. Volume 1, Chapter 94, Article 1 Section 94-1 of the Escambia County Code of Ordinances (Ordinance No 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets. This authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

BUDGETARY IMPACT:

Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for sign installations.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Resolutions as to form and legal sufficiency.

PERSONNEL:

No additional personnel required.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board is authorized under Sections 316.006(3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009), to establish regulation on County roadways and streets. Volume 1, Chapter 94, Article 1, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic on county roadways and streets.

IMPLEMENTATION/COORDINATION:

The appropriate speed limit signs and no parking signs have been installed at all locations. Upon BCC approval, a copy of the Resolutions will be forwarded to the Sheriff's Department.

Attachments

Resolution - Speed
Resolution - No Parking
Scepter Ct Map
Worley Rd Map
Schwab Map
E Olive Rd Map

RESOLUTION NUMBER R2020-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE SPEED LIMIT ON SCEPTER COURT AND WORLEY ROAD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §§316.006(3)(a)(b); 316.008(1)(j), and 316.189(2)(a), Florida Statutes, the Board of County Commissioners ("Board") is authorized to establish speed limit regulations after conducting an investigation; and

WHEREAS, the County Engineer, acting on behalf on the Board, is authorized under Volume 1, Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to implement speed zones and speed limits as determined by traffic engineering studies on all County roads and highways; and

WHEREAS, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

WHEREAS, the County received a request for a speed reduction from 30 miles per hour to 25 miles per hour on Scepter Court from CR 297A to west end of road (570') and on Worley Road from Mystic Springs Road to east end of road (1,300'); and

WHEREAS, County staff conducted an evaluation on Scepter Court and Worley Road that is consistent with §316.189(2)(a), Florida Statutes, and concluded the requests for lower speed limits are reasonable and necessary based upon the layout and design of the roadways.

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

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

SECTION 2. The Board has concluded it is reasonable and necessary to reduce the maximum speed on Scepter Court from CR 297A to west end of road (570') and on Worley Road from Mystic Springs Road to the east end of the road (1,300') from 30 miles per hour to 25 miles per hour.

SECTION 3. Transportation & Traffic Operations staff previously placed signs in conspicuous locations on Scepter Court and Worley Road that reflect the maximum speed limitations established herein.

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

ADOPTED this _____day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 05-06-2020

RESOLUTION NUMBER R2020-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, IMPOSING A PARKING PROHIBITION ON SCHWAB DRIVE AND E. OLIVE ROAD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §§316.006(3)(a)(b); 316.008(1)(j), and 316.555, Florida Statutes, the Board of County Commissioners ("Board") is authorized to establish restrictions on traffic and parking on certain roads for public safety and convenience; and

WHEREAS, the County Engineer, acting on behalf of the Board, is authorized under, Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to place restrictions on traffic and parking on certain roads and to erect signs conforming to the manual and specifications of the Department of Transportation; and

WHEREAS, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

WHEREAS, County staff concluded a parking prohibition on Schwab Drive from N. 9th Avenue to Schwab Court (550') is recommended to prevent parking along the right-of-way that obstructs pedestrian traffic, inhibits access to adjacent businesses, and creates sight distance deficiencies; and

WHEREAS, County staff concluded a parking prohibition on E. Olive Road (north side of right-of-way 500'-700' west of Cody Lane) is recommended to prevent parking along the right-of-way that creates traffic safety issues.

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

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

SECTION 2. The Board of County Commissioners has concluded it is in the best interest of the welfare of the citizens of Escambia County, Florida, particularly residents in the affected areas, to prohibit parking as follows:

a. On Schwab Drive from N. 9th Avenue to Schwab Court (550'); and
b. On E. Olive Road – the north side of right-of-way located 500'-700' west of Cody Lane.

SECTION 3. Transportation & Traffic Operations staff previously placed "No Parking" signs in conspicuous locations on Schwab Drive and E. Olive Road that reflect the limitations established herein.

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

ADOPTED this _____day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 05-07-2020

LOCATION MAP

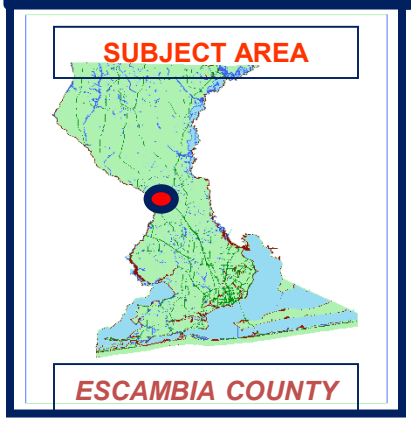
SPEED LIMIT REDUCTION

FROM 30MPH REDUCED TO 25MPH

SCEPTER COURT

ROADWAY	BEGIN	END
Scepter Ct	CR297A	West End of Road





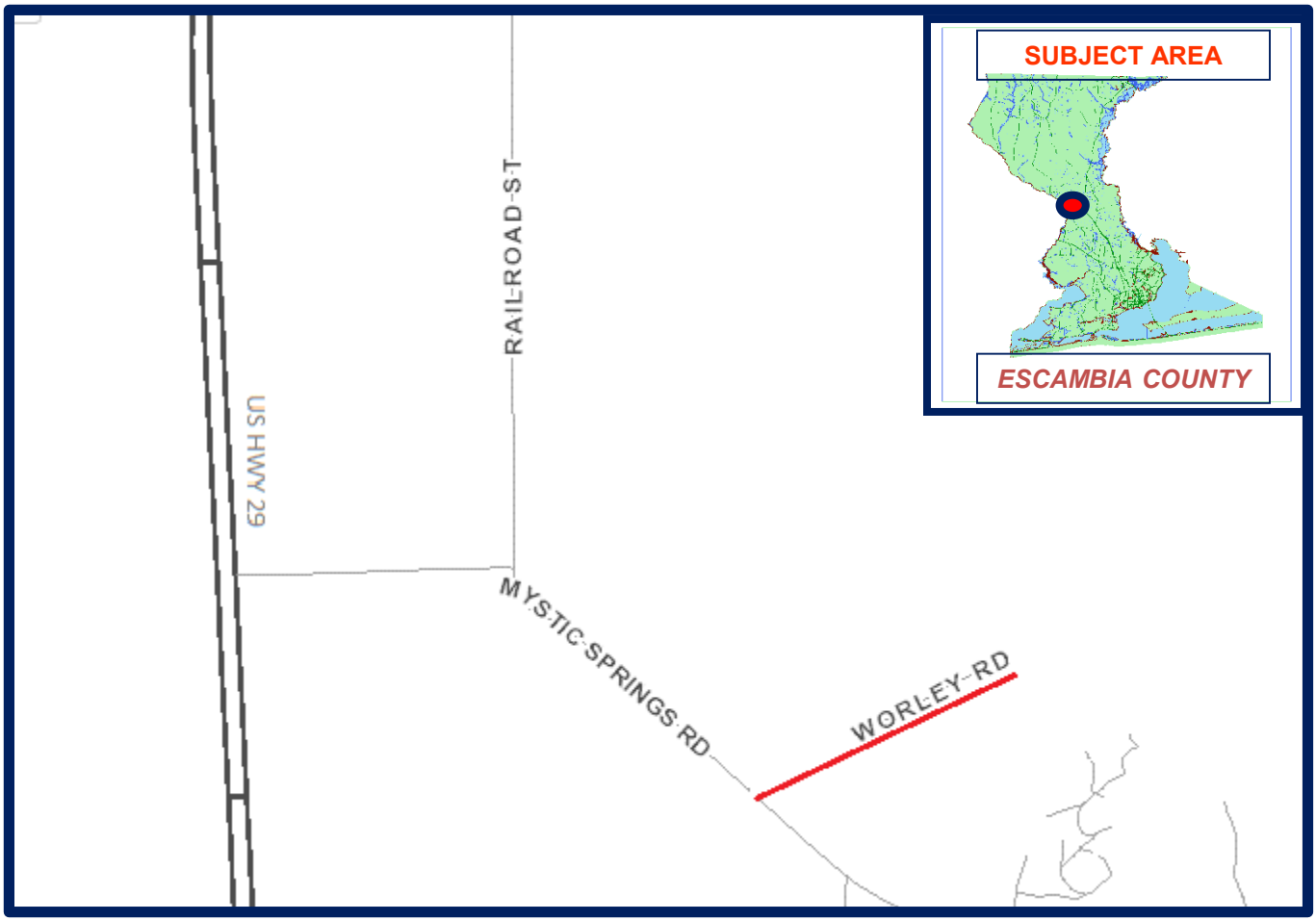
LOCATION MAP

SPEED LIMIT REDUCTION

FROM 30MPH REDUCED TO 25MPH

WORLEY ROAD

ROADWAY	BEGIN	END
Worley Rd	Mystic Springs Rd	East End of Road

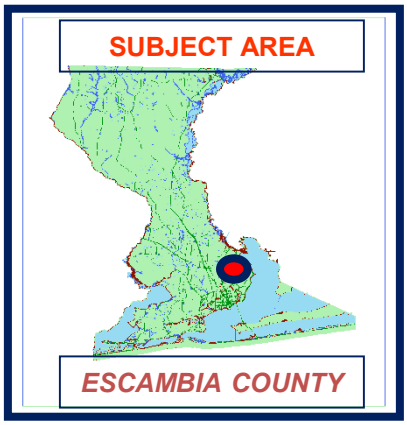


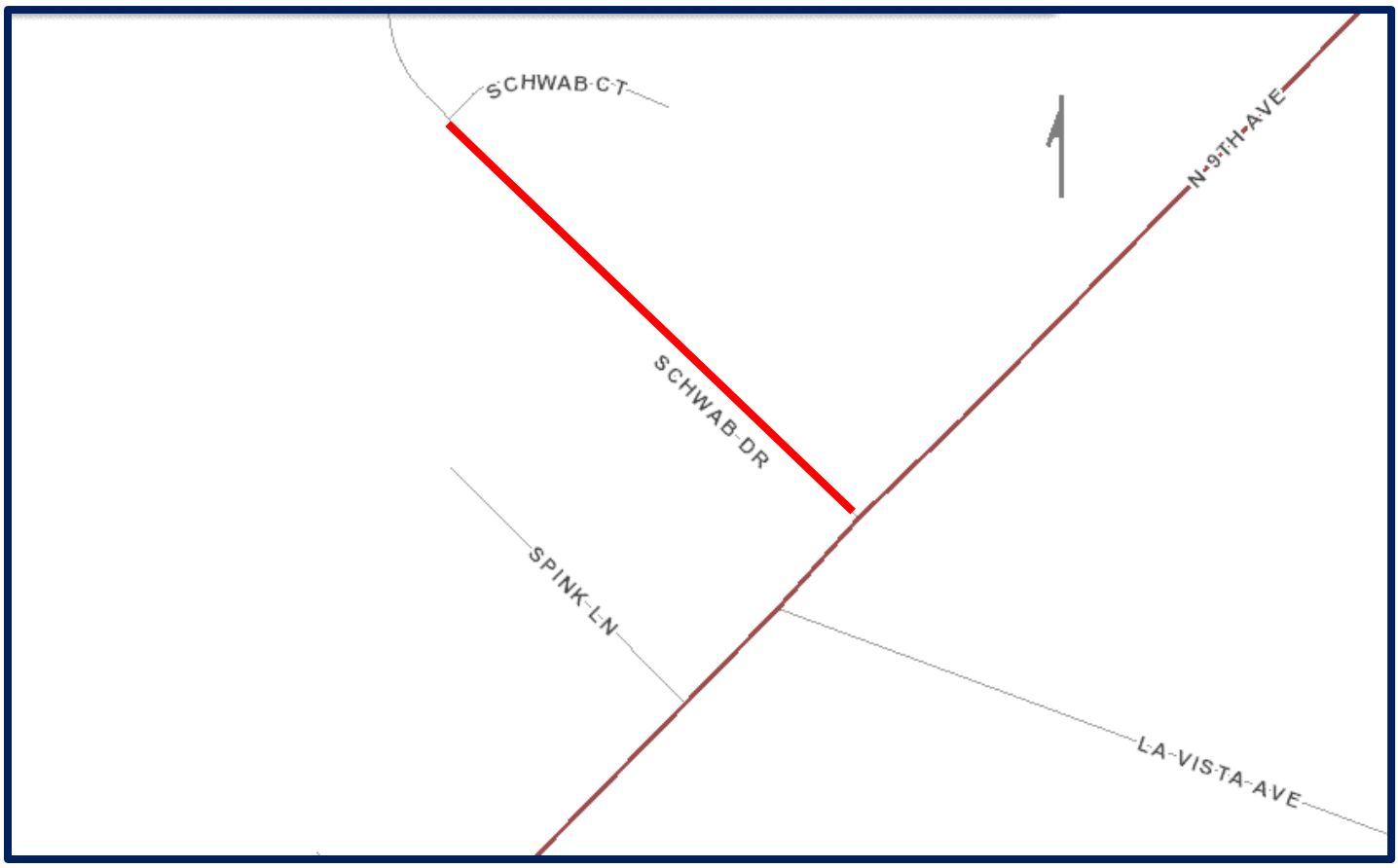
LOCATION MAP

PARKING PROHIBITION

SCHWAB DRIVE

ROADWAY	BEGIN	END
Schwab Dr	N. 9th Ave	Schwab Ct



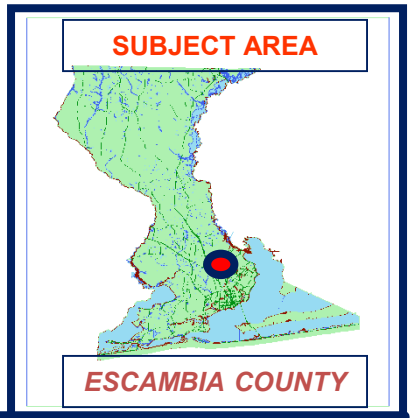


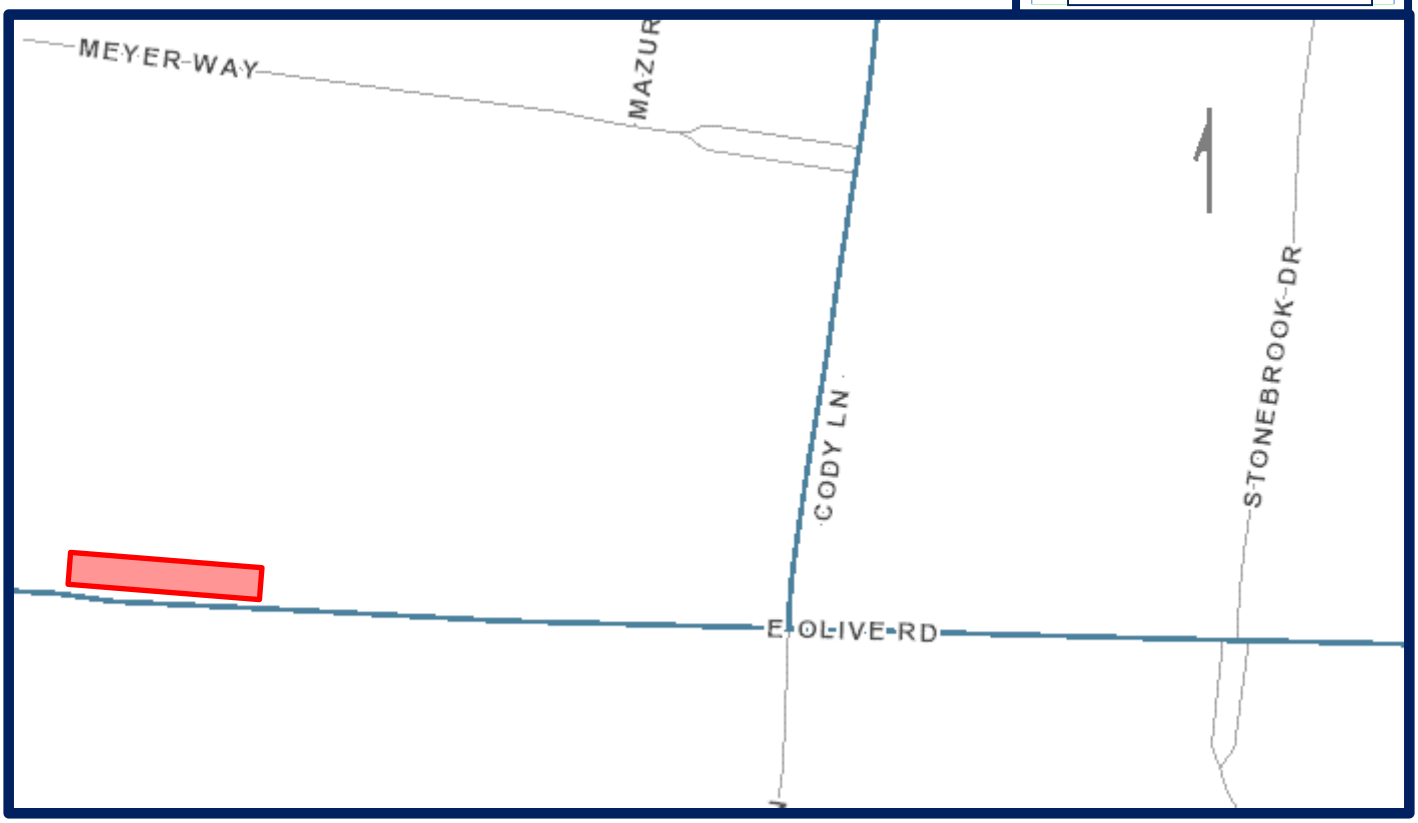
LOCATION MAP

PARKING PROHIBITION

E. OLIVE ROAD

ROADWAY	BEGIN	END
E. Olive Rd	500' west of Cody Ln	700' west of Cody Ln





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17918 **County Administrator's Report 11. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/21/2020
Issue: Schedule a Public Hearing to Consider the Petition to Vacate a Conservation Easement located at 1000 Block of Pine Top Lane
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Conservation Easement located at 1000 Block of Pine Top Lane (2.37 acres, more or less) from C.R. Campbell, Sr. and Billy Ray Campbell, to Escambia County - Joy Jones, P.E. Engineering Department Director

That the Board schedule a Public Hearing for June 4, 2020,at 5:33 p.m., to consider the Petition to Vacate a Conservation Easement located at 1000 Block of Pine Top Lane (2.37 acres, more or less) from C.R. Campbell, Sr. and Billy Ray Campbell, to Escambia County, as petitioned by Cleveland R. Campbell, Sr., represented by his Agent, Todd Stafford:

A. Authorize the scheduling of a Public Hearing for June 4, 2020, at 5:33 p.m., to consider the Petition to Vacate a Conservation Easement located at 1000 Block of Pine Top Lane (2.37 acres, more or less) C.R. Campbell, Sr. and Billy Ray Campbell, to Escambia County, as petitioned by Cleveland R. Campbell, Sr., represented by his Agent, Todd Stafford; and

B. Require the Petitioner to notify all property owners within a 1,000-foot radius.

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

BACKGROUND:

On November 18, 2010, a Conservation Easement was granted to Escambia County from C.R. Campbell, Sr., and Billy Ray Campbell. The Conservation Easement was recorded on December 1, 2010, in Official Records Book 663, Pages 210-216.

The Conservation Easement was part of an approved, unplatted subdivision in the Jacks Branch Basin, known as Wellington East. Eventually, the development was abandoned and the Development Order expired. The parcel remains undeveloped today.

There are staff concerns regarding wetlands on the property; any development of the property would need to comply with guidelines for conserving the wetlands and buffer surrounding the wetland area. However, this would be appropriately addressed during the Development Review process.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions Thereof to Renounce and Disclaim Any Right of the County and The Public In and To Said Lands policy for closing, vacating and abandoning County owned property – Section III and Florida Statutes, Chapter 336.

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised, and all owners of property within 1,000 feet will be notified.

Attachments

Vacation Petition

Aerial Map_Pine Top

PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a CONSERVATION EASEMENT (OR BOOK 6663 PAGE 210) in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), CLEVELAND R. CAMPBELL, SR. presently X own(s)_____do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

DESCRIPTION: (WETLANDS CONSERVATION EASEMENT)

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 31 WEST, THENCE GO NORTH 01°25'37" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OFSECTION 3 FOR 328.87' FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE GO NORTH 73°32'16" WEST FOR 59.35 FEET; THENCE GO NORTH 55°34'24" WEST FOR 60.61 FEET; THENCE GO NORTH 59°58'34" WEST FOR 120.12 FEET; THENCE GO NORTH 70°13'15" WEST FOR 100.96 FEET; THENCE GO NORTH 41°35'56" WEST FOR 92.94 FEET; THENCE GO NORTH 59°12'16" WEST FOR 66.34 FEET; THENCE GO NORTH 59°57'05" WEST FOR 47.03 FEET; THENCE GO NORTH 41°24'46" WEST FOR 49.50 FEET; THENCE GO NORTH 63°28'26" WEST FOR 73.71 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3; THENCE SOUTH 89°09'03" EAST ALONG SAID NORTH LINE FOR 572.41 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 3; THENCE GO SOUTH 01°25'37" WEST ALONG SAID EAST LINE FOR 334.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.37 ACRES, MORE OR LESS.

2. That the Petitioner(s), CLEVELAND R. CAMPBELL, SR. desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 3 Township 1 NORTH Range 31 West and recorded in OR 8271/ 402 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought

to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, Petitioner(s) request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

CLEVELAND R. CAMPBELL, SR.
Petitioner(s) Name

2866 N HIGHWAY 95A
Street Address

CANTONMENT FL
City State

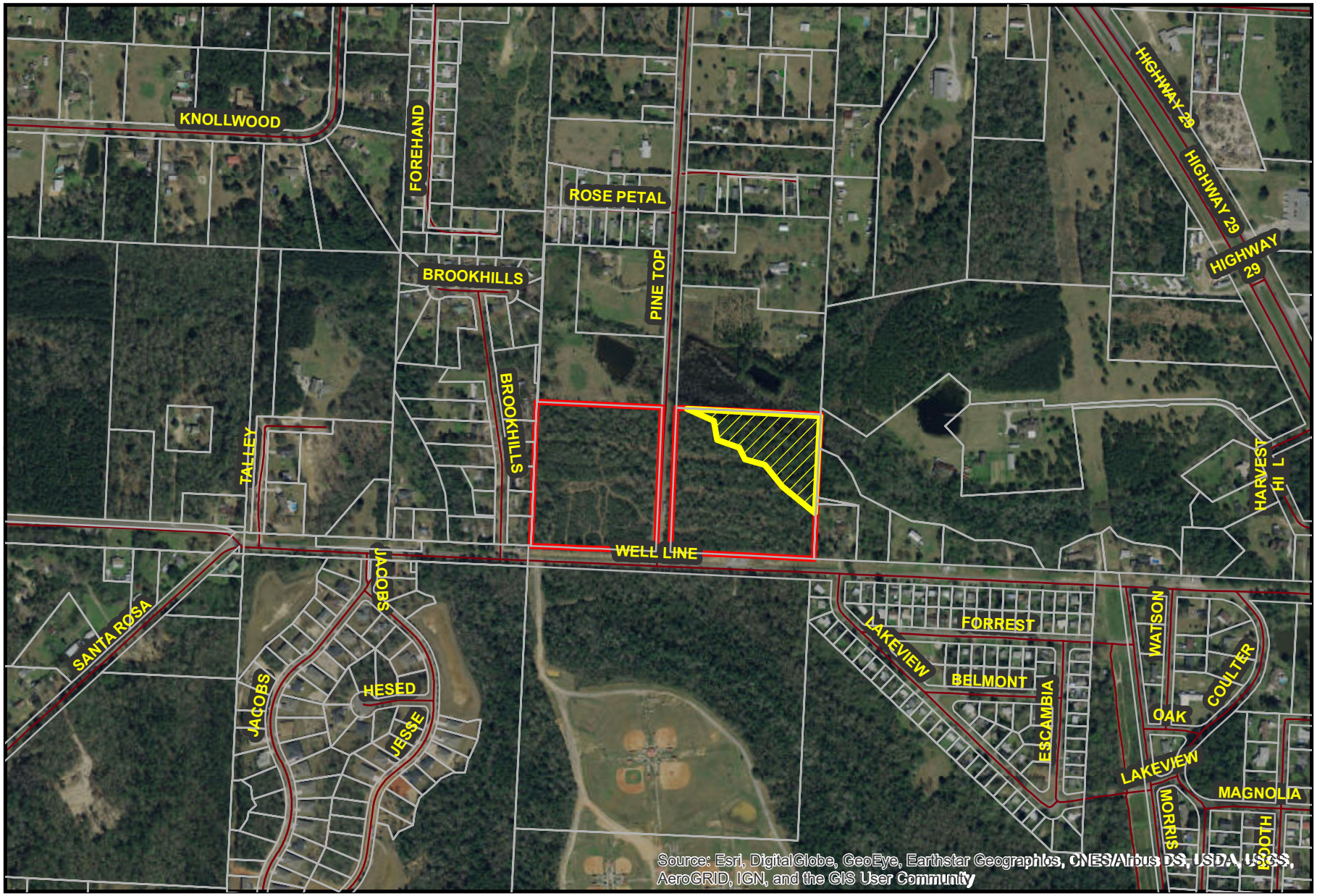
850-380-9441
Phone Number

TODD STAFFORD
Agent's Name

850-572-3005
Agent's Phone Number

5-7-2020
Date:

REQUEST TO VACATE: A Conservation Easement Located at 1000 Block Pine Top Lane
Petitioner: Cleveland R. Campbell, Sr.
Agent: Todd Stafford



ESCAMBIA COUNTY
ENGINEERING DIVISION

MLW 5/6/2020 DISTRICT 5

2019
Aerial Photo

Petitioner's Property

Area requesting to be vacated

Recorded in Public Records 12/01/2010 at 10:39 AM OR Book 6663 Page 210, Instrument #2010077909, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $61.00 Deed Stamps $0.70

Prepared by:
W.R. Ward
9909 N. Cove Ave.
Pensacola, FL 32534
(name and address)

CONSERVATION EASEMENT
(Multiple Owners)

THIS GRANT OF A CONSERVATION EASEMENT made this 18th day of November, 20 10, by and between C. R. Cambpell, Sr., and Billy Ray Campbell whose mailing address is 2222 N. Hwy. 95A, Cantonment, FL 32433 ("Grantor," which term shall include the singular and plural, masculine and feminine), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH

WHEREAS Grantor is the owner of certain real property located in Escambia County, Florida; and

WHEREAS, Grantee requires, as a condition precedent to the development or use of the property, conveyance from the Grantor of a Conservation Easement pursuant to Section 704.06, Florida Statutes; and

WHEREAS Grantor has agreed to grant a Conservation Easement to Grantee in and over Grantor's property under the terms and conditions set forth in this document; and

WHEREAS the intent of the Conservation Easement is to ensure that the property will be retained and maintained in perpetuity predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement;

NOW, THEREFORE, Grantor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and Grantee's successors and assigns, a perpetual Conservation Easement in and over the following described property (Property):

See legal description attached as Exhibit A

This easement is granted with the following express conditions:

1. All wetlands on the Property shall be maintained in perpetuity in their present enhanced or created condition and consistent with Section 704.06 of the Florida Statutes.

2. Grantee or its authorized representative is entitled to enter the Property in a reasonable manner and at reasonable times to ensure compliance with the conditions of the Conservation Easement.

3. The following activities are prohibited on the Property:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.

b) Dumping or placing of soil or other substance or material as landfill, or dumping

Date: 11/22/10 Verified By: K. Macarthur

or placing of trash, waste, or unsightly or offensive materials.

c) Removal or destruction of trees, shrubs, or other vegetation, with the exception of nuisance and exotic plant species as may be required by Grantee.

d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.

e) Surface use except for purposes that permit wetlands or water areas to remain predominantly in their natural condition.

f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

g) Acts or uses detrimental to such retention of land or water areas.

h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

4. The Grantor agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement.

5. The Conservation Easement runs with the land and is binding on the Grantor and their successors and assigns, and all subsequent owners of the Property.

6. The Conservation Easement may be enforced by injunction or proceeding in equity or at law. Grantor agrees that venue for any enforcement action lies exclusively in the circuit court of the First Judicial Circuit in Escambia County, Florida. In any enforcement action in which the Grantee prevails, Grantee is entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions existing at the time of execution of this Conservation Easement. These remedies are in addition to any other remedy, fine or penalty that may be available at law or equity.

7. Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights in the event of any subsequent failure of the Grantor to comply.

SIGNED IN THE PRESENCE OF:

GRANTORS:

Witness Jean Wolfe
Print Name Jean Wolfe

Witness Pam Kleinatland
Print Name Pam Kleinatland

By: C R Campbell
(signature)

C.R.Campbell,Sr.
(printed name)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

2010 ~~200~~ The foregoing instrument was acknowledged before me this 28 day of September, by C.R. Campbell Sr. He/She (✓) is personally known to me, ( ) produced current _____ as identification.

TRACI L. REDWINE
MY COMMISSION # DD942694
EXPIRES January 10, 2014
(407) 398-0153 FloridaNotaryService.com

(Notary Seal)

Traci L. Redwine
Signature of Notary Public

Traci L. Redwine
Printed Name of Notary Public

Witness Jean Wolfe
Print Name Jean Wolfe

Witness Pamela Kleinatland
Print Name Pamela Kleinatland

By: Billy R Campbell
(signature)

Billy Ray Campbell
(printed name)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

2010 ~~200~~ The foregoing instrument was acknowledged before me this 28 day of September, by Billy Ray Campbell. He/She (✓) is personally known to me, ( ) produced current _____ as identification.

TRACI L. REDWINE
MY COMMISSION # DD942694
EXPIRES January 10, 2014
(407) 398-0153 FloridaNotaryService.com

(Notary Seal)

Traci L. Redwine
Signature of Notary Public

Traci L. Redwine
Printed Name of Notary Public

ACCEPTANCE

This Conservation Easement accepted by Escambia County, Florida on the 18th day of November, 2010, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the 18th day of November, 2010,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Court

_____
Deputy Clerk

SEAL

BBC Approved 11-18-2010

Date Executed
11/18/2010

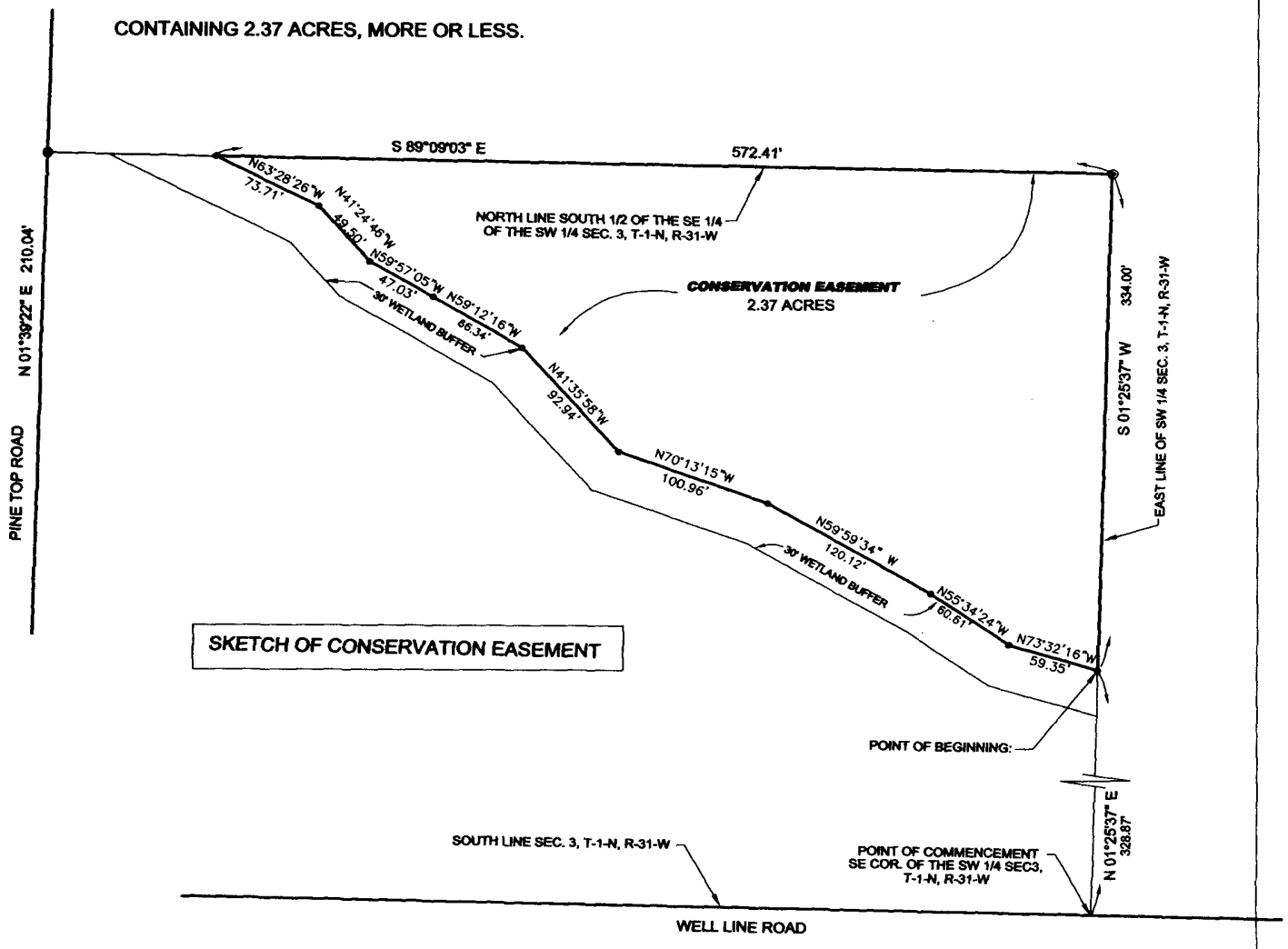
This document approved as to form
and legal sufficiency
By _____
Title Asst. County Attorney
Date Oct 6, 2010

ATTACHMENT TO CONSERVATION EASEMENT FROM C.R. CAMPBELL, SR. AND BILLY RAY CAMPBELL TO ESCAMBIA COUNTY

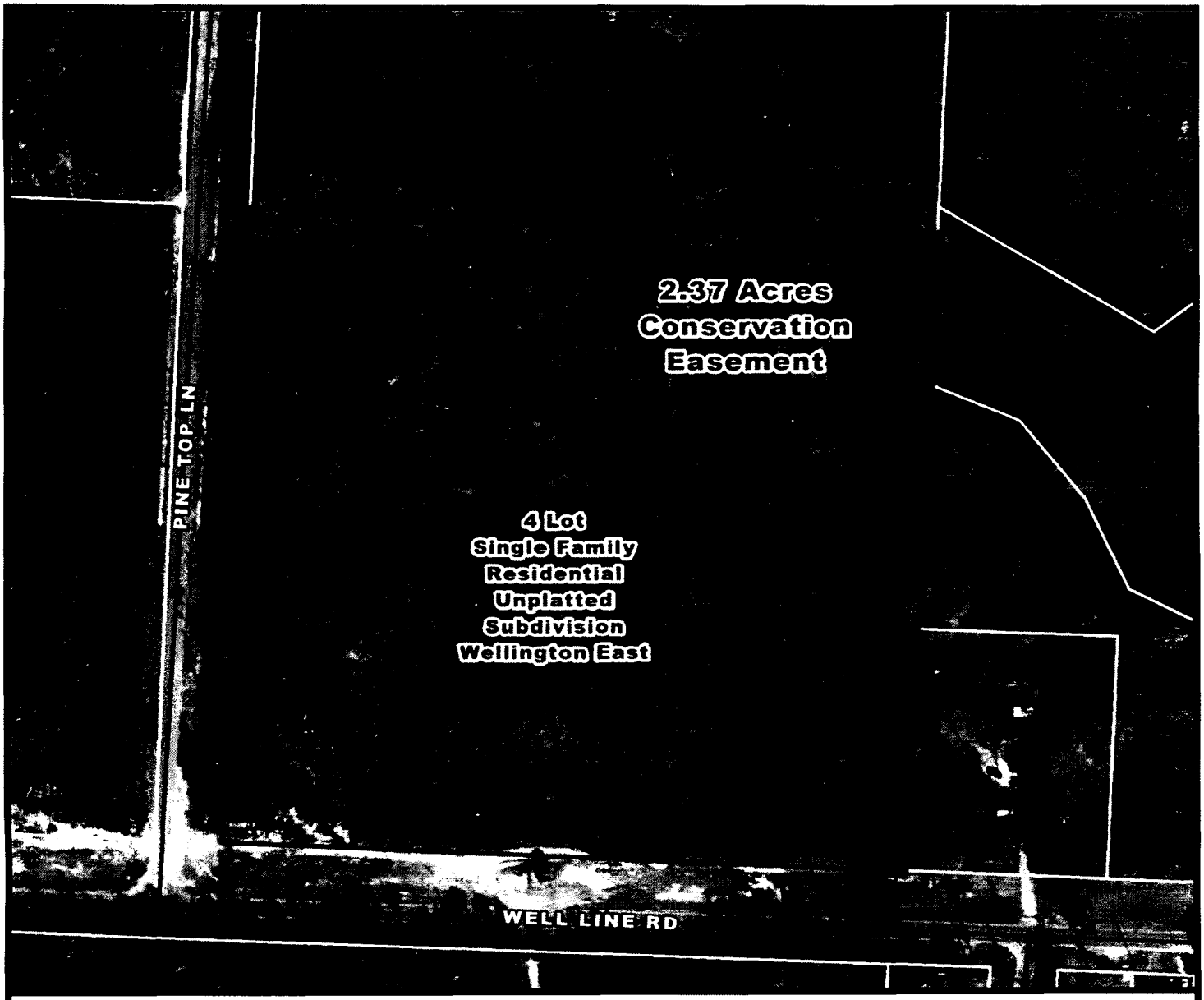
DESCRIPTION: (WETLANDS CONSERVATION EASEMENT)

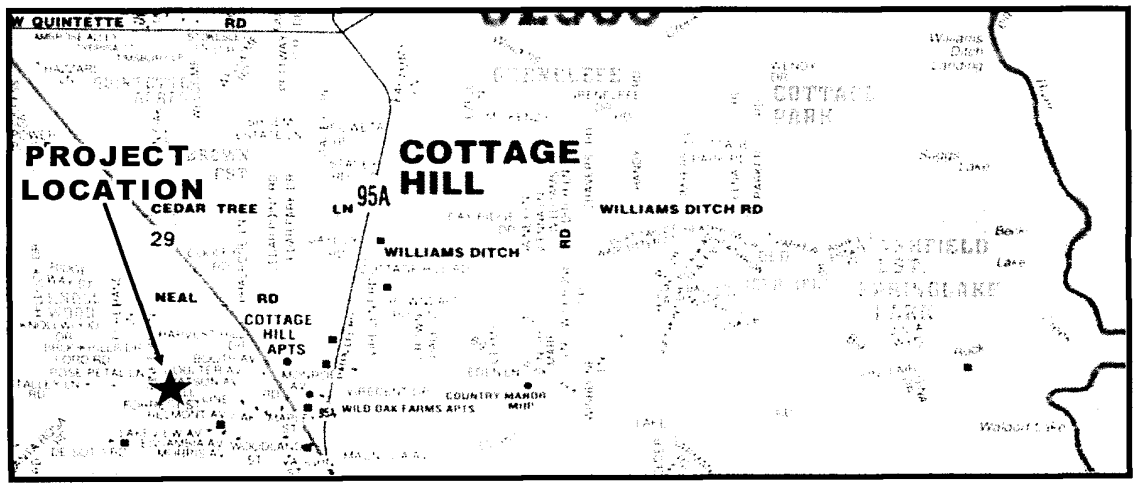
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CONTAINING 2.37 ACRES, MORE OR LESS.



2.37 ACRES CONSERVATION EASEMENT: WELLINGTON EAST



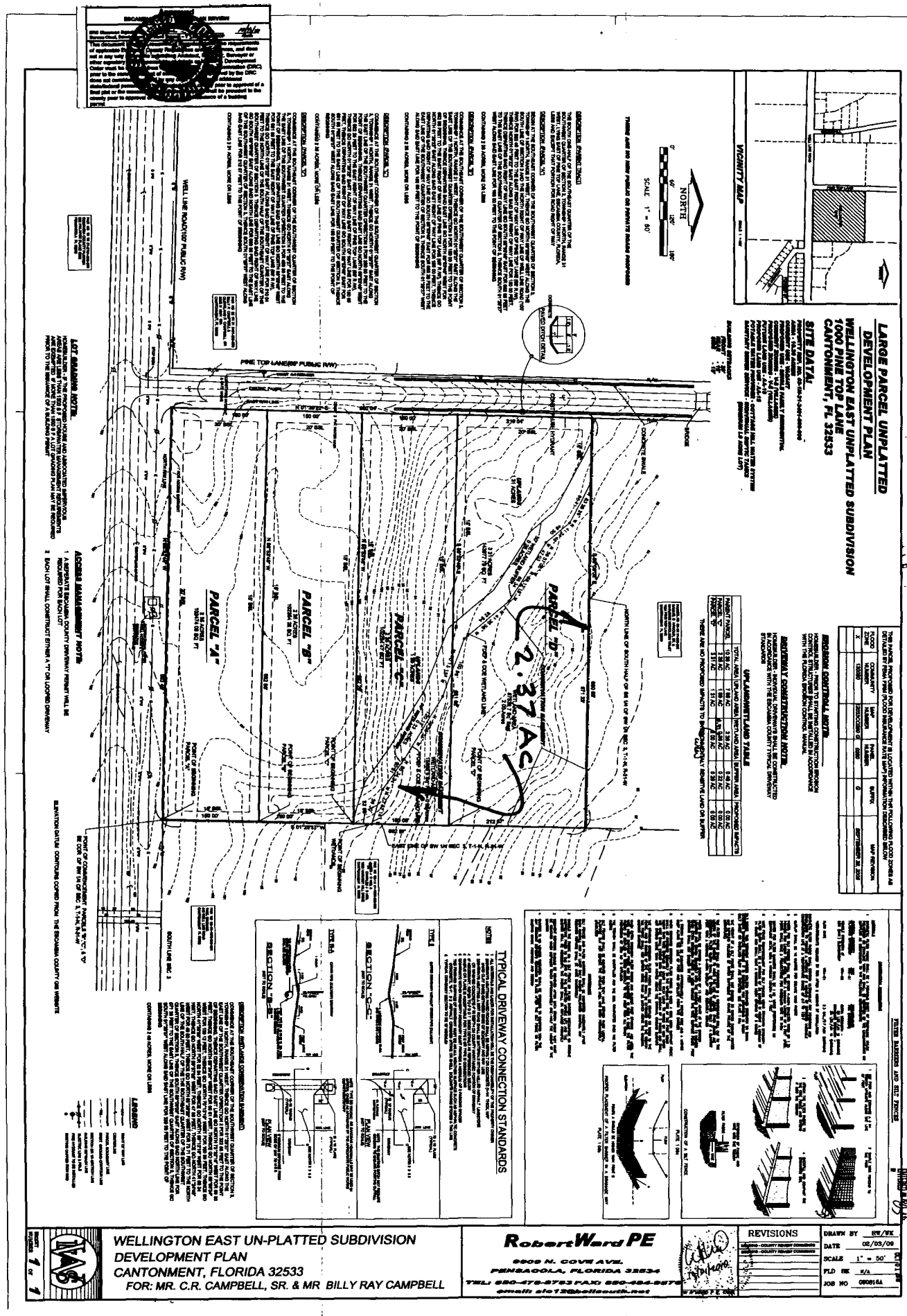


VICINITY MAP

N
W E
S

ESCAMBIA COUNTY FLORIDA

ESCAMBIA COUNTY - PUBLIC WORKS BUREAU - ENGINEERING DIVISION
JMI 10/18/2010


LARGE PARCEL UNPLATTED
DEVELOPMENT PLAN
WELLINGTON EAST UNPLATTED SUBDIVISION
1000 PINE TOP LANE
CANTONMENT, FL 32533
SITE DATA:
VICINITY MAP
NORTH
SCALE 1" = 60'
PINE TOP LANE(60' PUBLIC R/W)
WELL LINE ROAD(50' PUBLIC R/W)
PARCEL "A"
PARCEL "B"
PARCEL "C"
PARCEL "D"
2.37 AC
LOT GRADING NOTE:
ACCESS MANAGEMENT NOTE:
TYPICAL DRIVEWAY CONNECTION STANDARDS
WELLINGTON EAST UN-PLATTED SUBDIVISION
DEVELOPMENT PLAN
CANTONMENT, FLORIDA 32533
FOR: MR. C.R. CAMPBELL, SR. & MR BILLY RAY CAMPBELL
RobertWard PE
9909 N. COVE AVE.
PENSACOLA, FLORIDA 32534
REVISIONS
DRAWN BY
DATE 02/03/09
SCALE 1" = 50'
JOB NO
RECEIVED

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17241 **County Administrator's Report 11. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Memorandum of Agreement with the University of West Florida (UWF)
From: TONYA ELLIS, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Agreement with the University of West Florida for Public Transportation Service - Tonya Ellis, Mass Transit Department Director

That the Board take the following action concerning the Memorandum of Agreement with the University of West Florida (UWF), relating to Public Transportation services at the UWF Campus and surrounding area:

A. Approve the Memorandum of Agreement between Escambia County and the University of West Florida, relating to Public Transportation services at the UWF Campus and surrounding area; and

B. Authorize the Chairman to sign the Memorandum of Agreement.

[Funding: UWF will reimburse the County for all operating, maintenance and administrative costs]

BACKGROUND:

For the last several years, UWF and ECAT have cooperatively arranged for transportation service on the UWF Campus and surrounding area during the school year. The service operates on the main campus and one route operates on and around the main campus with service along 9 Mile Road to neighboring shopping centers. The term of the Agreement will commence on July 1, 2020, and will expire on June 30, 2021.

BUDGETARY IMPACT:

UWF will reimburse the County for all operating, maintenance and administrative costs.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, reviewed and approved the Memorandum of Agreement as to form and legal sufficiency.

PERSONNEL:

No change in personnel results from this action.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Memorandum of Agreement.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Mass Transit staff will coordinate with UWF to continue providing the current service.

Attachments

Memorandum of Agreement

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MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE UNIVERSITY OF WEST FLORIDA

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter the "County"), with administrative offices located at 221 Palafox Place, Suite 420, Pensacola, Florida 32502, and the University of West Florida, for and on behalf of the University of West Florida Board of Trustees, a public body corporate of the State of Florida (hereinafter "UWF"), with administrative offices located at 11000 University Parkway, Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, UWF desires and requests the County to provide transportation services on and around UWF campus; and

WHEREAS, the County, by and through Escambia County Area Transit (ECAT), is willing and able to provide such services, subject to the terms and conditions set forth herein; and

WHEREAS, UWF and the County have determined it is in the best interest of the citizens to enter into this Agreement to cooperatively provide public transportation services on and around UWF campus.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and UWF agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Scope of Services. ECAT will provide public transportation service on and around the UWF campus as follows:

2.1 Hours of Service. ECAT will provide public transportation services during the service period specified in section 2.2 below on a weekly basis according to the following scheduled hours of service:

A. Fall and Spring semesters-

Monday through Friday: Four (4) vehicles will operate between the hours of 7:00 a.m. and 6:00 p.m., with three (3) vehicles operating a service route on the main campus and one (1) vehicle operating a service route with stops on and around the main campus. One (1) vehicle will also operate an evening service route on the main campus between the hours of 6:00 p.m. and 9:30 p.m.

Saturday: One (1) vehicle will operate a service route on and around the main campus between the hours of 11:00 a.m. and 4:00 p.m.

B. Summer semester-

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Monday through Friday: One (1) vehicle will operate a service route on and around the main campus between the hours of 7:00 a.m. and 9:30 p.m.

Saturday: One (1) vehicle will operate a service route on and around the main campus between the hours of 11:00 a.m. and 4:00 p.m.

2.2 Service period. A one (1) year service period will commence on July 1, 2020, and end on June 30, 2021, unless earlier terminated by either party as provided herein.

2.3 Cost of Service. UWF agrees to reimburse the County for all operating, maintenance, and administrative costs associated with service in an amount not exceeding the approved budget for the ensuing fiscal year payable in twelve monthly installments commencing on July 1, 2020, and continuing through June 30, 2021.

2.4 Route and Schedules.

A. Route information is provided in **Attachment 1** to this Agreement.

B. The Parking and Transportation Advisory Committee (PTAC) will periodically review routes, schedules, and any other areas of service being provided and thereafter may make written recommendations to UWF officials regarding necessary revisions to routes and schedules.

C. Routes and schedules may be revised as necessary at any time during the term of this Agreement. All service revisions recommended by the PTAC and approved by UWF officials will be initiated by the County at the earliest opportunity following written notification from UWF, which may be provided by email.

D. Operators will not deviate from the assigned route, except for routine minor detours, without the written approval of County supervisory personnel. UWF officials desiring any route deviations must make such a request in writing to the Mass Transit Director, which may be provided by email.

2.5 Operators and Uniforms. ECAT will provide qualified transit vehicle operators who will wear an appropriate uniform that is mutually agreed upon by UWF and ECAT.

2.6 Insurance. During the term of this Agreement, the County will maintain business automobile liability coverage with a $1,000,000 per occurrence combined single limits. Any additional insurance coverage will be the responsibility of UWF.

2.7 Billing and payment. ECAT will submit monthly invoices to UWF by the 15th of the month for the cost of services during the previous month. UWF will remit all funds due to ECAT by the end of the month in which the invoice was received.

2.8 Service Review. ECAT and UWF agree to meet as necessary to review the level of service, schedules, service charges, etc. No changes will be implemented to the level of service provided for in this Agreement without the written mutual consent of both parties.

2.9 Data Collection: ECAT will collect and report annual ridership statistics to UWF.

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Section 3. Termination. This Agreement will remain in full force and effect during the service period expiring on June 30, 2021, unless earlier terminated as provided herein. This Agreement may be terminated by either party at any time and for any reason upon providing not less than sixty (60) days written notice to the other party. In the event service is terminated, the County will be reimbursed for all costs incurred through the effective date of termination.

Section 4. Liability. The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The County agrees to be responsible for its negligent acts or omissions or tortious acts which result in claims or suits against UWF. UWF agrees to be responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County. Nothing herein is intended to serve as a waiver of sovereign immunity by the County or UWF beyond the waiver provided by §768.28, Florida Statutes, and nothing herein shall be construed as consent by the County or UWF to be sued by third parties in any matter arising out of this Agreement.

Section 5. 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 provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

Section 6. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without prior written consent of the other party.

Section 7. Severability. The invalidity or non-enforceability of any portion of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 8. Survival. All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 9. Amendments. No modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 10. Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 11. Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this

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Agreement shall be instituted and prosecuted in the state courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 12. No Waiver. The failure of either party to enforce at any time or for any period of time anyone or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

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

ESCAMBIA COUNTY, FLORIDA

BY:_____
Steven Barry, Chairman

DATE:_____

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(SEAL)

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 04-29-2020

UNIVERSITY OF WEST FLORIDA

DocuSigned by:
Betsy Bowers
71C8EED764734AC...

BY:_____
VP of Finance and Administration

05/01/2020

DATE: _____

DocuSigned by:
APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE GENERAL COUNSEL
396B57BD3A9A486...

05/01/2020

DocuSign Envelope ID: EF087ED0-F15E-4A2A-8A05-8DBEE70D0BD9

UWF Trolley

Attachment 1



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17629 **County Administrator's Report 11. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Interlocal Agreement with the Santa Rosa Island Authority (SRIA) for 2020 Mass Transit Service
From: TONYA ELLIS, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement with the Santa Rosa Island Authority Relating to Public Transportation Services on Pensacola Beach for 2020 - Tonya Ellis, Mass Transit Department Director

That the Board take the following action concerning the Interlocal Agreement with the Santa Rosa Island Authority (SRIA), relating to public transportation services on Pensacola Beach for 2020:

A. Approve the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority, relating to public transportation services on Pensacola Beach, via Escambia County Area Transit Authority (ECAT) trolleys, from May 22, 2020, through September 7, 2020, with the SRIA reimbursing the County for all operating costs; and

B. Authorize the Chairman to sign the Interlocal Agreement.

[Funding: SRIA will reimburse the County for all operating costs]

BACKGROUND:

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beach-goers, tourists, and locals an opportunity to visit more of the beach, and subsequently more of the beach businesses. The trolley service route runs seven days a week during the contract period.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for the ECAT "Beach Jumper" route, bringing passengers from Pensacola to Pensacola Beach.

BUDGETARY IMPACT:

Santa Rosa Island Authority (SRIA) will reimburse the County for all operating costs.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, reviewed and approved the Interlocal Agreement as to form and legal sufficiency.

PERSONNEL:

No additional personnel result from this action.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Mass Transit staff will coordinate with SRIA to complete all implementation requirements for this Interlocal Agreement.

Attachments

Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AND SANTA ROSA ISLAND AUTHORITY RELATING TO PUBLIC TRANSPORTATION SERVICES ON PENSACOLA BEACH

THIS AGREEMENT is made and entered into by and between the Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter "SRIA"), acting through its governing Board.

WITNESSETH:

WHEREAS, the County and the SRIA are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the County's Department of Mass Transit operates and maintains Escambia County Area Transit ("ECAT") providing safe, convenient, and affordable public transportation throughout Escambia County; and

WHEREAS, the SRIA desires and requests the County, by and through ECAT, to provide public transportation services on Pensacola Beach; and

WHEREAS, the County is willing and able to provide such services, subject to the terms and conditions set forth herein; and

WHEREAS, the County and SRIA have determined it is in the best interest of the citizens to enter into this Agreement to cooperatively provide public transportation services on Pensacola Beach.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

Section 1. Purpose of Agreement.

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the County, by and through ECAT, will provide public transportation services on Pensacola Beach.

Section 2. Scope of Service.

2.1 Hours of Service. The County, by and through ECAT, will provide public transportation services during the service period specified in Section 2.2 below on a weekly basis according to the following schedule:

Monday – Sunday (109 days) between the hours of 4:00 p.m. and 12:00 a.m.

2.2 Service Period. The service period will commence on May 22, 2020, and end on September 7, 2020, unless earlier terminated as provided for herein. During the service period,

three (3) trolley vehicles will operate on the assigned service route during the hours of service referenced in section 2.1 above**.**

2.3 Service Route. The applicable service route is depicted in **Exhibit A**, attached hereto and incorporated herein. Routes and scheduled hours of service may be revised as necessary at any time during the term of this Agreement. Any increase in service may require an increase in budgeted costs. Operators will not deviate from the assigned service route, except for routine minor detours, without the approval of ECAT supervisory personnel. SRIA officials desiring any route deviations must make such a request to the Transit Director.

2.4 Operators and Uniforms. The County, by and through ECAT, will provide qualified transit vehicle operators to provide transportation service. All operators will wear an appropriate uniform that is mutually agreed upon by the parties.

2.5 Service Review. The parties hereto agree to meet as necessary to review the level of service, schedules, service charges, etc. No changes will be made to the level of service provided for in this Agreement without the mutual consent of both parties, including but not limited to changes in routes or schedules or increases in budgeted costs.

Section 3. Compensation and Method of Payment.

3.1 In exchange for the provision of such public transportation services described in Section 2 above, the SRIA shall reimburse the County for all operating costs as set forth in **Exhibit B**, attached hereto and incorporated herein. The County's Department of Mass Transit will submit monthly invoices to the SRIA for the authorized operating costs incurred during the previous month, and SRIA will remit all payments to the County by the end of the month in which the invoice was received.

3.2 Costs for additional public transportation services requested by SRIA will be clearly identified on the appropriate monthly invoice and billed at the variable cost per hour as set forth in **Exhibit B**.

Section 4. Insurance. During the term of this Agreement, the County shall maintain business automobile liability coverage with $1,000,000 per occurrence combined single limit. Any additional insurance coverage will be the responsibility of SRIA.

Section 5. Term and Termination. This agreement shall remain in full force and effect during the Service Period unless earlier terminated by either party. This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the SRIA through the effective date of termination.

Section 6. Liability.

6.1 The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The SRIA agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. The County agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the SRIA and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

6.2 Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

Section 7. 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 member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

Section 8. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without prior written consent of the other party.

Section 9. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 10. Survival. All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 11. Interpretation.

11.1 For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

11.2 References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provision hereof.

Section 12. Severability. The invalidity or non-enforceability of any portion of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 13. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 14. Notices. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail to the respective parties as follows:

COUNTY:
County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, FL 32502

Payments shall be sent to:
Clerk of the Court & Comptroller
221 Palafox Place, Suite 140

SRIA:
Chairman
Santa Rosa Island Authority Post Office
Drawer 1208 Pensacola Beach, Florida
32562

Invoices to SRIA shall be sent to:
Pam Smith
Pam_Smith@sriafla.com

Section 15. Prior Agreements Superseded.

15.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

15.2 It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 16. Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement here by waives the right to any change of venue.

Section 17. No Waiver. The failure of either party to enforce at any time or for any period of time anyone or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 18. Effective Date. This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk or the Circuit Court of Escambia County, Florida. The County shall be responsible for filing this document upon receipt of the executed Agreement from the SRIA.

[SIGNATURE PAGE TO FOLLOW]

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

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY:

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved: _____

By: _____
Deputy Clerk

[SEAL]

SRIA:
Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman

By: Brigette Brooks Signature: Brigette Brooks (Mar 25, 2020) Email: brigette_brooks@sria-fla.com

ATTEST:
Jerry Watson Signature: Jerry Watson (Mar 25, 2020) Email: jerry_watson@sria-fla.com

_____
Secretary

Date: Mar 25, 2020

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 03-19-2020

Exhibit A

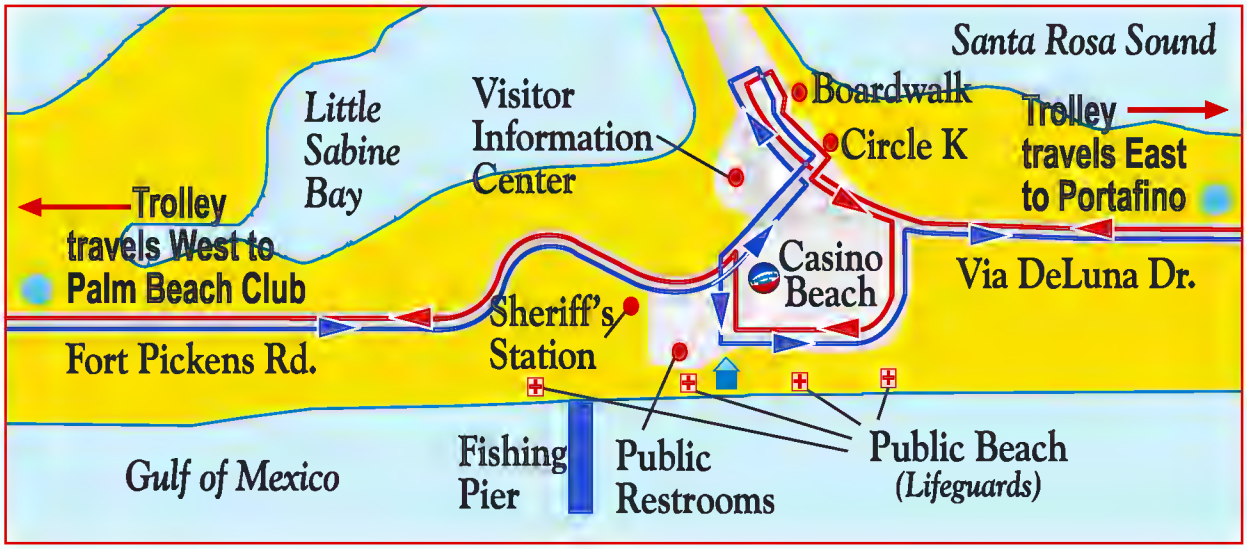

Santa Rosa Sound
Little Sabine Bay
Visitor Information Center
Boardwalk
Circle K
Trolley travels East to Portafino
Trolley travels West to Palm Beach Club
Casino Beach
Via DeLuna Dr.
Sheriff's Station
Fort Pickens Rd.
Gulf of Mexico
Fishing Pier
Public Restrooms
Public Beach (Lifeguards)

EXHIBIT B

SRIA agrees to reimburse Escambia County for FY 2020 Operating Costs associated with the Service Route as identified below.

FY 2020 Operating Costs (Fixed and Variable):

Operations …….. $120,000
Maintenance …….. $30,000
General Administration …….. $45,000

FY 2020 Total ……$195,000

FY 2020 Fix Costs:

General Administration …….. $45,000

Total …….. $45,000

FY 2020 Variable Costs:

Operations ……$120,000
Maintenance …….. $30,000

Total …….. $150,000

Service Hours …….. 2,616

Variable Costs p/hour …….. $57.34

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17868 **County Administrator's Report 11. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Change Order #2 Empire Trucks PO200992
From: TONYA ELLIS, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #2 to G&S Holdings, DBA Empire Trucks PO #200992 for Mass Transit Maintenance Parts - Tonya Ellis, Mass Transit Director

That the Board approve and authorize the County Administrator to execute Change Order #2 to Empire Trucks, adding funds for the repair and maintenance on Cummins Engines.

Department:	Mass Transit
Division:	Maintenance
Type:	Addition
Amount:	$20,000
Vendor:	G&S Holdings, DBA Empire Trucks
Project Name:	N/A
Contract:	No Contract - PO issued based on lowest Price
Purchase Order #:	200992
Change Order #1:	$4,000
Change Order #2: (this request)	$20,000
Total:	$44,000

There are five companies available that sell Cummins parts. The Maintenance department request quotes from each company when a purchase needs to be made. The best price is awarded the purchase. The Mass Transit department issues blanket Purchase Order's to each of these companies at the beginning of the financial year and depending on which company has the best price will determine changes needed for one or more of the Purchase Order's issued for

Cummins parts.

[Funds are available in Fund 104 - Mass Transit, Cost Center 320407 - Fleet Maintenance, Account 54606 - Preventive Maintenance]

BACKGROUND:

There are 5 companies available that sell Cummins parts. The Maintenance department request quotes from each company when a purchase needs to be made. The best price is awarded the purchase. The Mass Transit department issues blanket Purchase Order's to each of these companies at the beginning of the financial year and depending on which company has the best price will determine changes needed for one or more of the Purchase Order's for Cummins parts.

Upon review of the Purchase Order, it is has been determined that Empire Trucks have consistently offered the lowest price in Fiscal Year 2020 therefore an increase is required.

BUDGETARY IMPACT:

Funds are available in Fund 104 - Mass Transit, Cost Center 320407 - Fleet Maintenance, Account 54606 - Preventive Maintenance.

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 or 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 submitted to the Office of Purchasing for processing.

Attachments

Change Order

PURCHASE ORDER NO. 200992

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

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
050992 FAX: 601-932-1570
G & S HOLDINGS LLC
EMPIRE TRUCK SALES LLC
373 HIGHWAY 49 SOUTH
RICHLAND MS 39218

SHIP TO
ESCAMBIA COUNTY AREA TRANSIT
1515 W FAIRFIELD DR
PENSACOLA, FL 32501
ATTN: MARIANNE KURTZ 850.595.3225

ORDER DATE: 12/04/19	BUYER: LAWRENCE GORDON	REQ. NO.: 20000781	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This blanket order is for parts & supplies needed exclusively for the use of Escambia County Mass Transit in its daily operations. The County shall be charged according to the applicable contract price schedule or a preferred status with the lowest prices usually extended to most favored customers.		
01	1.00		BLANKET PURCHASE ORDER FOR PARTS & SUPPLIES FOR ECAT BUSES MAINTENANCE FOR THE PERIOD OF 10/1/19-9/30/20	20000.0000	20,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	320407	54606	20,000.00	

PAGE TOTAL $	20,000.00
TOTAL $	20,000.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	050992	Vendor Name:	G&S/Empire		
Project Number:		P.O. Number:	200992	C.O. Number	2
Department:	ECAT	P.D. Number:		Date:	04/30/20

Notes for Modifying the Scope of Award:

CO-1 Increase cost center 320407, object code 54606 in the amount of $4000.00 for parts for vehicle maintenance

CO-2 Increase cost center 320407, object code 54606 in the amount of $20,000.00 for parts for vehicle maintenance.

Previous PO Total Dollars:	$	24,000.00
Net Dollars for this change:	$	20,000.00
New PO Total Dollars:	$	44,000.00

To Modify Existing Purchase Order:

Subtracting Dollars to Line Item No:	1	Quantity Adjustment:	+	Amount:	$20,000.00
Adding Dollars to Line Item No:		Adjustment:		Amount:	

Modify Notes:

Date of BCC action: (**ATTACH RESUMÉ**)	
Previous Purchase Order Total Dollars:	$24,000.00
Net Dollars added or subtracted:	$20,000.00
New Purchase Order Total Dollars:	$44,000.00
Previous Contract Total Dollars:	
Net Dollars added or subtracted:	
New Contract Total Dollars:	$0.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
320407	54606		+	$20,000.00

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____ **Date:** 04/30/20

Contract Administrator's Certification & Approval: Wiedeman **Date:** 04/30/20

Office of Purchasing Review Agent: _____ **Date:** _____

Department Director: Sonya Ellis **Date:** 04/30/20

County Administrator's Approval: _____ **Date:** _____

F0020 (Revised 1/31/2008)

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

V ::		Vendor Name:			
Project Number:		P.O. Number:		C.O. Number	
Department:		P.D. Number:		Date:	

CO-1 Increase cost center 320407, object code 54606 in the amount of $4000.00 for parts for vehicle maintenance

Previous PO Total Dollars:	$	20,000.00
Net Dollars for this change:	$	4,000.00
New PO Total Dollars:	$	24,000.00

Subtracting Dollars to Line Item No:	1	Quantity Adjustment:	+	Amount:	$4,000.00
Adding Dollars to Line Item No:		Adjustment:		Amount:	

Modify Notes:

Date of BCC action: (**ATTACH RESUMÉ**)	
Previous Purchase Order Total Dollars:	
Net Dollars added or subtracted:	
New Purchase Order Total Dollars:	
Previous Contract Total Dollars:	
Net Dollars added or subtracted:	
New Contract Total Dollars:	

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____ **Date:** 04/21/20

Contract Administrator's Certification & Approval: Gwiedeman **Date:** 04/21/20

Office of Purchasing Review Agent: _____ **Date:** _____

Department Director: Tonya Ellis **Date:** 04/21/20

County Administrator's Approval: _____ **Date:** _____

F0020 (Revised 1/31/2008)

Example of the last 3 quotes received from the 5 companies.

AMTS W/OUT CORE	PUMP FOR 0634	PUMP	TURBOQ
EMPIRE	$ 1,743.46	$2,283.43	$2,754.67
GULF COAST TRUCK	$ 1,763.39	$2,908.66	
KENWORTH(TRUCKWORX)	$ 1,786.53		$2,814.74
RUSH	$ 1,746.39		
WARD		$2,346.86	$2,912.09

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17881 **County Administrator's Report 11. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Approval to Issue Fiscal Year 2019-2020 Purchase Order For EMS in Excess of $25,000
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2019/2020 Purchase Order, in Excess of $25,000, for the Public Safety Department - John Dosh, Interim Public Safety Department Director

That the Board, for Fiscal Year 2019/2020, approve the issuance of an individual Purchase Order, in excess of $25,000, based upon quotes obtained via Vendor Registry, for the Public Safety Department, as follows:

Vendor/Contractor	Amount	Contract Number
QuadMed Vendor #: 180077 Patient Simulation Mannequin Fund 408, Emergency Medical Services Cost Center: 330302 EMS	$41,272.60	N/A Quotes were obtained via Vendor Registry

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

A request for quotations for a Patient Simulation Mannequin was posted on Vendor Registry, to receive quotes for a training mannequin that would allow staff members to perform multiple airway skills, airway complications, simulated spontaneous breathing and patient monitoring.

This request for quotations was emailed to 186 registrants in Vendor Registry. 39 firms opened and viewed the request for quotations. At closing on April 24, 2020, 9:00 a.m., two quotations had been received.

BACKGROUND:

A request for quotations for a patient simulation mannequin was posted on Vendor Registry, to receive quotes for a training mannequin that would allow staff members to perform multiple airway skills, airway complications, simulated spontaneous breathing and patient monitoring.

This request for quotations was emailed to 186 registrants in Vendor Registry. 39 firms opened and viewed the request for quotations. At closing on April 24, 2020, 9:00 a.m., two quotations had been received.

BUDGETARY IMPACT:

Funds are available in Fund 408, Emergency Medical Service, Cost Center 330302, EMS.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal sign-off was not required for this Recommendation.

PERSONNEL:

This Recommendation was prepared by Public Safety Department personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts. Per the guidance received at the October 3, 2019, Board meeting, all purchases over $25,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

The Public Safety Department will work with the Purchasing Office staff to prepare Purchase Orders as needed.

Attachments

Mannequin Quotes

Quote

Order #	Date
S138639	04/20/2020

QuadMed, Inc.
P. O. Box 550773
Jacksonville, FL 32255
Phone: 800-933-7334
Email: sales@quadmed.com

Bill To:	Ship To:
Escambia Co EMS - FL 6575 North W Street Pensacola, FL 32505	Escambia Co EMS - FL 6575 North W Street Pensacola, FL 32505

Customer: Escambia Co EMS - FL

Contact: Escambia Co EMS - FL
PO Number: RFQ PS_EMS_ 041620

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
SEC	Net 30	Origin	UPS Ground		04/20/2020

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	EMI-614214 - SMART STAT with Apple iPad & Sim Vital, Amputated Leg & I/O Leg 101-8001	$26,366.00	1 ea	$ 26,366.00
2	Sale	EMI-614201 - Smart Stat Extended Warranty 101-8000w	$4,097.10	1 ea	$ 4,097.10
3	Sale	NEW - New Item On-site Training by Mfg Rep	$4,000.00	1 ea	$ 4,000.00
4	Sale	NEW - New Item SB51911 Simulaids Scenarios Volumes 1 & 2	$1,894.50	1 ea	$ 1,894.50
5	Sale	NEW - New Item 800102103 SimVS Simulation Platform: Pre-Hospital & Transport	$4,495.00	1 ea	$ 4,495.00
6	Sale	NEW - New Item HSG1PR100 HeartiSense Premium Kit, Individual Pack	$420.00	1 ea	$ 420.00

Subtotal:	**$41,272.60**
Sales Tax:	**$0.00**
Total:	**$41,272.60**

Approval:_____ Date:_____

LAERDAL MEDICAL CORPORATION
167 Myers Corners Road
Wappingers Falls, NY 12590
877/LAERDAL (523-7325)
(845) 297-7770
Fax (800) 227-1143

www.Laerdal.com

April 23, 2020

County of Escambia
6575 North W. Street
Pensacola, Florida, 32505
Re: PS _EMS_041620

Dear Chief Maddrey,

Laerdal Medical Corporation is pleased to present the enclosed response to your Request for quote # PS _EMS_041620 for a Patient Simulator Mannequin.

For more than 50 years, we have been recognized as a leading supplier of basic and advanced life support training solutions and emergency medical equipment.

Laerdal is dedicated to Helping Save Lives with products, services and system solutions for CPR Training, Airway Management, Advanced Life Support Training, Spinal Motion Restriction and Patient Simulation.

We remain committed to providing the highest quality products, services and support that you have come to rely upon..

We thank you for your interest in our products and look forward to a future business relationship with your organization. Should you have any questions, please call 800-648-1851 x 3705.

Best Regards,



Sara Perpetua
State and Government Contract Specialist
845-297-7770 x3705 (p)
800-266-4359 (f)
Sara.perpetua@laerdal.com

Laerdal Medical Corporation
167 Myers Corners Road
Wappingers Falls, NY 12590
Phone Order To: 877-LAERDAL
Fax Order To: (800) 227-1143
customerservice@laerdal.com

CLIENT EXECUTIVE
Matt Cagle
845-240-2088
matt.cagle@laerdal.com

ACCOUNT MANAGER
Eric Schmitt
(845) 296-6774
eric.schmitt@laerdal.com

To prevent any delays in processing your purchase, please include your quote # when ordering.

DATE: 4/23/2020

ATTN: Jimmy Maddrey
EMS Manager
+18504716427
jrmaddrey@myescambia.com

QUOTE NUMBER: Q-346930
CUSTOMER NUMBER: 00143039
EXPIRATION DATE: 6/22/2020

BILL TO
COUNTY OF ESCAMBIA
PUBLIC SAFETY EMS
6575 NORTH W ST
PENSACOLA Florida 32505

QTY	PRODUCT	DESCRIPTION	TERM (MONTHS)	LIST PRICE	UNIT PRICE	EXTENDED PRICE
1	212-02350	SimMan 3G Light Manikin and accessories Includes SimMan 3G Manikin, LLEAP License, Drug Recognition Kit, USB Headset/Microphone, SpO2 Probe, Keyboard and Mouse, Consumables, Clothing, Soft Sided Carry Case, 1 Year Manufacturer's Warranty.		$76,627.00	$71,422.31	$71,422.31
2	400-09201	Tablet For use as an Instructor Computer with LLEAP software, or a LLEAP, SimPad or SimPad Plus Patient Monitor		$2,040.00	$2,040.00	$4,080.00
1	212-83050	Installation SimMan 3G If ValuePlus Program is not purchased.		$1,936.00	$1,742.40	$1,742.40
					TOTAL:	$77,244.71

ITEM TOTAL :	$77,244.71
SHIPPING/HANDLING :	$320.42
TAX :	TBD
ADDITIONAL CHARGE/CREDIT :	$0.00
TOTAL :	$77,565.13

Optional items:

QTY	PRODUCT	DESCRIPTION	TERM (MONTHS)	LIST PRICE	UNIT PRICE	EXTENDED PRICE
1	212-00050EXW1	SimMan 3G Extended Warranty Extended warranty includes materials, manufacturing or workmanship issues, return to bench service only, packaging materials for return to Laerdal, shipping costs for repairs (Ground freight from/to customer's facility).	36	$6,716.00	$20,148.00	$20,148.00
1	212-B-EDBNDL1	SimMan 3G Education Bundle: Getting Started/LLEAP A 2-day educational session with a Laerdal Educator at the customer site for up to 8 participants. Day one focuses on fundamental knowledge of the Simulator and day two provides in-depth knowledge of the Learner Application software.		$6,300.00	$6,300.00	$6,300.00

There are various payment options; please see bottom of your quote for further clarification.
Appropriate Sales Tax will be added to invoice – Pricing and Availability are subject to change
Shipping/Handling costs will be added to invoice

By Accepting this Quote, the following terms are hereby incorporated into customer's order:

Products:
Products that are currently on contract will be removed immediately if manufacturing or distribution of the product is discontinued.

Payment:
Net 30 Days for approved open accounts; CIA; Credit Cards accepted. Financing options now available – sample leasing payment terms follow. For additional information, ask your Account Manager listed above.

Lease term 24 months: USD 3,231.88 *
Lease term 36 months: USD 2,154.59 *
Lease term 48 months: USD 1,615.94 *

* Quoted payments do not include Interest, Taxes, Maintenance, Cancellation fees or Insurance. Quotes are subject to credit approval and may change without notice.

Warranty:
One(1) year warranty on manufactured products and 90 day warranty on refurbished products
Two(2) year parts replacement warranty with technical assistance by phone on all Hill-Rom refurbished products

Delivery:
Delivery of product to a specific location within your building, if requested is at an additional charge and not included in this quote

Training:
Training will be scheduled within a year of the customer's agreed upon due date.

CANCELLATION or RESCHEDULING of EDUCATIONAL or TECHNICAL SERVICES WILL RESULT IN CANCELLATION/RESCHEDULING FEES.

7 DAYS OR LESS: 100% of Course / Service Cost
8 DAYS to 2 WEEKS: 75% of Course / Service Cost
15 DAYS to 20 DAYS: 50% of Course / Service Cost

3 WEEKS or MORE: NO FEE

Customer will be required to submit a new PO to reschedule a cancelled course / service.

Laerdal®
helping save lives



Improving patient outcomes

SimMan® 3G

A realistic, full-body adult, patient simulator, SimMan® 3G has advanced clinical functionality to teach critical skills. Wireless, self-contained, rugged, and reliable, SimMan 3G helps you meet the critical need for flexible training solutions.

Manage SimMan 3G and all other Laerdal PC operated simulators with the LLEAP unified software platform. This means you will find scenarios, conduct simulation training, and develop new scenarios to help meet your learning objectives with greater ease.



LLEAP
Laerdal Learning Application

laerdal.com

SimMan® 3G

MULTIPLE AIRWAY SKILLS/FEATURES

- Controllable open/closed airway; automatically or manually controlled
- Head tilt/Chin lift
- Jaw thrust w/articulated jaw
- Suctioning (Oral & Nasopharyngeal)
- Bag-mask ventilation
- Nasal cannulation
- Orotracheal/Nasotracheal intubation
- Combitube, LMA, and other airway placement
- Endotracheal tube intubation
- Retrograde intubation
- Fiberoptic intubation
- Transtracheal jet ventilation
- Needle/Surgical cricothyrotomy
- Variable lung compliance – 4 settings
- Variable airway resistance – 4 settings
- Right main stem intubation
- Stomach distention

AIRWAY COMPLICATIONS

- Detection of proper head position
- Can't intubate/Can ventilate
- Can't intubate/Can't ventilate
- Tongue edema
- Pharyngeal swelling
- Laryngospasm
- Decreased cervical range of motion
- Trismus

BREATHING FEATURES

- Simulated spontaneous breathing
- Bilateral and unilateral chest rise and fall
- CO2 exhalation
- Normal and abnormal breath sounds
  - 5 anterior auscultation sites
  - 6 posterior auscultation sites
- Oxygen saturation and waveform

BREATHING COMPLICATIONS

- Cyanosis
- Needle thoracentesis – bilateral
- Unilateral & Bilateral chest movement
- Unilateral, Bilateral & lobar breath sounds
- Chest tube insertion - bilateral

CARDIAC FEATURES

- Extensive ECG library
- Heart sounds – four anterior locations
- ECG rhythm monitoring (4 wire)
- 12 lead ECG display
- Defibrillation and cardioversion
- Pacing

CIRCULATION FEATURES

- BP measured manually by auscultation of Korotkoff sounds
- Carotid, femoral, brachial, radial, dorsalis pedis, popliteal and posterior tibialis pulses synchronized with ECG
- Pulse strength variable with BP
- Pulse palpation is detected & logged

VASCULAR ACCESS

- IV access (right arm)
- Intraosseous access (tibia)
- Automatic Drug Recognition System

CPR

- Compliant with current Guidelines
- CPR compressions generate palpable pulses, blood pressure waveform, and ECG artifacts
- Realistic compression depth and resistance
- Detection of depth, release and frequency of compressions
- Real time feedback on quality of CPR

EYES

- Blinking - slow, normal, fast and winks
- Open, closed and partially open
- Pupillary accommodation:
  - synchrony/asynchrony
  - normal and sluggish speed of response

OTHER FEATURES

- Seizure/Fasciculation
- Bleeding
  - Simulation of bleeding at multiple sites
  - Arterial and venous
  - Vital signs automatically respond to blood loss & therapy
  - Works with various wound modules & moulage kits
- Urine output (variable)
- Foley catheterization
- Secretions
  - Eyes, Ears, Nose, Mouth
  - Blood, Mucous, CSF, etc.
- Diaphoresis
- Bowel Sounds – four quadrants
- Patient Voice
  - Pre-recorded and custom sounds
  - Instructor can simulate patient's voice-wirelessly
- Instructor Communication
  - Multiple instructors communicate using integrated voice over IP
- Fully articulating pelvis
- Leg rotation in all natural directions

PHARMACOLOGY

- Automatic Drug Recognition System identifies drug & dose
- Extensive drug formulary
- Automatic or programmable physiological responses

CERTIFICATIONS

- UL, CE, FCC, CSA, HMR

SYSTEM FEATURES

- Wireless instructor computer with LLEAP software
- Control multiple manikins from 1 interface
- Control simulation from anywhere on your network
- Use Manual Mode to run "on-the-fly" for total control over all parameters
- Utilize Automatic Mode with pre-programmed scenario for a simple and standardized way to run a simulation
  - Patient cases utilizing physiological and pharmacological models
  - Pre-programmed scenarios
  - Self-authored content
- Simulation controls; fast forward, pause, rewind, save/restore
- Profile editor
- Future prediction and patient outcome display
- Integrated video debriefing
- Time stamped activities, vital signs, and instructor comments are captured in the event log

PATIENT MONITOR

- Touch-screen simulated patient monitor provides concise clinical feedback for physiological parameters
- The monitor's color screen is configurable and provides multiple simulated parameters, each presenting multi-level alarms
- Simulated parameters include ECG (2 traces), Sp02, CO2, ABP, CVP, PAP, PCWP, NIBP, TOF, Cardiac output, Temperature (core and peripheral), additional and programmable parameters e.g. ICP
- X-Ray Display
- 12 Lead ECG
- Custom Image Display
- Custom Video Display
- Oxygen saturation and waveform

ORDERING INFORMATION

212-02350	**SimMan 3G, Light**
212-02150	**SimMan 3G, Medium**
212-02250	**SimMan 3G, Dark**

Includes: SimMan 3G Manikin, LLEAP Software and License, Drug Recognition Kit, USB Headset/Microphone, Wounds Kit, Specially Designed Clothing (Trousers, Shirt, Gown, Wig), Simulated Patient Cables, Soft-sided Carry Cases

COMPUTER OPTIONS

400-10201	**Laptop Instructor/Patient Monitor**
400-09201	**Tablet-PC Instructor/Patient Monitor**
400-09501	**Rugged Tablet Instrucotr/Patient Monitor**
400-29301	**All In One Panel PC Instructor/Patient Monitor**

OPTIONAL ACCESSORIES

400-96050	**Webcam**
212-07150	**Rugged Carry Case**
216-20001	**SimView Mobile**
212-13580	**Humeral IO/IV Arm**

Operation

Customize your SimMan® 3G operation with 4 LLEAP instructor computer and simulated patient monitor options.



Supporting Products

Pairing SimMan 3G with complementary partner accessory solutions helps deliver a more complete and realistic simulation training experience.

- **VitalsBridge** - Use your own clinical patient monitor during simulation training
- **Laerdal-SonoSim Ultrasound Solution** - Include diagnostic ultrasound featuring real cases with pathological findings into full-scale simulations
- **ASL 5000 Lung Adapter** - Conduct high-fidelity ventilation management training with a spontaneously breathing patient

Services

Laerdal offers comprehensive Educational Services to support your curriculum, and Technical Services to meet your product servicing needs. Whether you are setting up a one-room simulation site or a multi-bed simulation center, Laerdal can help.

Visit Laerdal.com for a complete listing of parts, accessories, and consumables

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helping save lives

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Laerdal®
helping save lives



Technical Services

Simulator Installation

Designed to provide professional set up of your new simulator and basic in-service training at your facility, this service gets you up and running quickly.

Get your simulation program off to a healthy start for maximum utilization and efficiency. Professionally trained Service Engineers will visit your facility to properly setup your new simulator and prepare you with the baseline knowledge needed to effectively operate it.

Available for the following Laerdal simulators:

SimMan® 3G
SimMan® 3G Trauma
SimMan® Essential
SimMan® Essential Bleeding
SimMan® ALS
SimMom®
Resusci Anne® Simulator

SimPad
LEAP

Nursing/MegaCode manikins
SimJunior®
SimBaby®
SimNewB®
Premature Anne
Nursing Anne Simulator

Installations include the following:

- **External quality inspection**
- **Product assembly**
- **Installation** of:
  - Laerdal supplied system PC
  - Laerdal application software
  - Laerdal supplied peripherals and accessories
- **Functional tests**
- **Basic product overview** of:
  - Assembly/disassembly instructions
  - Packaging and storing instructions
  - PC, software, and peripheral installations/connections
  - Product registration, licenses or module activations
  - Basic software navigation including:
    - Help files
    - Locating/accessing Laerdal pre-loaded scenarios
    - Vocal sounds, recording, storing and playback
    - Patient monitor screen functionality
  - Customer Service policies and programs

Installations do not include the following:

- Non-Laerdal product or software application installations or re-installations
- Support or service for third party systems
- Troubleshooting of non-Laerdal applications or application compatibility
- Installations in a non-standard application or instances where the installation does not meet factory specifications
- Customization of end user's equipment, configuration of third party items
- Network cabling (excluding cable from Laerdal system to network jack) or any other environmental or power related activities
- Software application installation, configuration, or data transfer on any non-Laerdal products

US Customer Service

Laerdal Medical

us-techsupport@laerdal.com

Monday – Friday 8:00 a.m. – 8:00 p.m. EST
Saturday 10:00 a.m. – 6:00 p.m. EST

Phone: 877-LAERDAL (523-7325)
Fax: 1-800-227-1143

Canada Customer Service

Laerdal Medical Canada, Ltd.

savelives@laerdal.ca

Monday – Friday 8:30 a.m. – 16:30 p.m. EST

Phone: (416) 298-9600
Fax: (416) 298-8016

For more information about Laerdal's Installation Program, please contact your Laerdal Representative.

Laerdal.com/TechnicalServices

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helping save lives



Technical Services

Extended Warranty

Extended Warranty programs continue the Standard 1 Year Manufacturer Warranty for your manikin, simulator or system. Simulator Extended Warranties are offered in either one-year or two-year increments, up to a maximum of seven years*. Please note—the Extended Warranty is not an insurance policy and does not cover misuse, normal wear and tear, and/or accidental damage.

Available for the following product:

SimMan® 3G
SimMan® 3G Trauma
SimMan® Essential
SimMan® Essential Bleeding
SimMan® ALS
SimMom®
Resusci Anne® Simulator
Nursing/MegaCode manikins
SimJunior®
SimBaby®
SimNewB®
Premature Anne
Nursing Anne Simulator
ASL 5000™ Lung Solution
VitalsBridge™
Next Generation Harvey®

Extended Warranty includes (*starts after the 1-year Manufacturer's warranty*):

- Per year coverage for Laerdal branded products, Laerdal designed or produced products, and Partner products**
- Materials, manufacturing or workmanship issues
- Return to Bench service only
- Prepaid ground shipping from and back to your facility

Services not covered by this agreement:

- Simulator or manikin accessories and 3rd party items/parts (i.e., batteries, cables, clothing, etc.)
- Computers, monitors, and accessories; and non-Laerdal operating software
- Normal wear and tear, stains, cosmetic irregularities
- User abuse or damages

Extended Warranty is included in a simulator or manikin ValuePlus™ 2, 3 and 5 year packages and is also available as an individual coverage in single and multiple year options. For Partner products, Extended Warranty is purchased separately in one or two year increments.

** Laerdal offers coverage for a maximum of 8 contiguous years (1 year standard warranty and up to seven (7) additional years of purchased Extended Warranty). The standard manufacturer warranty covers the first year of ownership. Products without contiguous coverage may require inspection, evaluation, repair and servicing to restore warranty eligibility. Restoration service is at additional cost provided at prevailing rates. Discontinued and CPO (Certified Previously Owned) product may not be eligible for extended warranty.*

*** Partner products include ASL 5000, VitalsBridge and Next Generation Harvey.*

US Customer Service

Laerdal Medical

us-techsupport@laerdal.com

Monday – Friday 8:00 a.m. – 8:00 p.m. EST
Saturday 10:00 a.m. – 6:00 p.m. EST

Phone: 877-LAERDAL (523-7325)
Fax: 1-800-227-1143

Canada Customer Service

Laerdal Medical Canada, Ltd.

savelives@laerdal.ca

Monday – Friday 8:30 a.m. – 16:30 p.m. EST

Phone: (416) 298-9600
Fax: (416) 298-8016



For assistance with Extended Warranty, please contact your Laerdal Representative.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17845 **County Administrator's Report 11. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Issuance of Emergency Purchase Orders for Fiscal Year 2019-2020 Purchase Orders in excess of $25,000
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of an Emergency Purchase Order for Fiscal Year 2019-2020 Purchase Orders in excess of $25,000 - John Dosh, Interim Public Safety Department Director

That the Board take the following action concerning the Emergency Purchase Orders to QuadMed, Inc., for the EMS Division:

A. Authorize and Ratify the issuance of PO # 201419 to QuadMed, Inc., in the amount of $29,536.80, for the emergency purchase of Hazmat Coveralls (reusable), that will be utilized as Personal Protective Equipment (PPE) to be utilized by EMS and Fire for patient care responses.

Vendor/Contractor	Amount	Contract Number
QuadMed, Inc. Hazmat Coveralls (PPE Gear) Fund 408, Emergency Medical Service Cost Center: 330305, EMS Cares Act; Object Code: 55201, Operating Supplies	$29,536.80	N/A Emergency Purchase due to supply availability

[Funding Source: Fund 408, Emergency Medical Service, Cost Center 330305, EMS Cares Relief Act]

BACKGROUND:

Ordinance indicates we can make the purchase and follow up with a report advising the Board of the purchases.

The Office of Purchasing explained that emergency purchases means those procurements which shall be exempted from the mandatory bid requirements of this article in the event of a State of Emergency. Due to the COVID-19 pandemic, the delay of purchasing these items in order to comply with the purchasing requirements would be detrimental to the health, safety and welfare of the citizens of the County; such emergencies shall include, but are not limited to, war, declared or undeclared; insurrection; hurricane; flood; tornadoes or any other form of disaster or unforeseen circumstances threatening destruction of life or damage to property. This exemption shall be in effect through any such circumstances, including the clean up and repair to property period following such an event.

Sec. 46-93. - Same—Emergency purchases.
(a) In the event of an emergency, the chairman of the board of county commissioners, upon receipt of a written request transmitted through the county administrator, from the director or designee of a using department, may authorize emergency purchases which exceed $50,000.00. Such purchases shall be exempted from the requirements of the competitive bid or proposal process of this article.

(b) Emergency purchases of over $50,000.00 shall be reported to the board at the next regularly scheduled meeting. The board chairman's authority shall not be delegated to any other person except that the vice-chairman may act for the chairman in his/her absence. Emergency purchases are subject to internal audit review.

Due to COVID-19, all of EMS PPE orders were either cancelled or backordered due to the state and federal government aquiring all of the available supplies. These cancellations left a void for our EMT's and Paramedics. In order to remain in compliance with recent policy and directives as it related to COVID 19 patient care, cardiac arrest, and ALS/Nursing home transports, the purchase of PPE gear is a necessity.

BUDGETARY IMPACT:

Funds are available in Fund 408, Emergency Medical Service, Cost Center 330305, EMS Cares Relief Act.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal sign-off was not required for this Recommendation.

PERSONNEL:

This Recommendation was prepared by Public Safety Department personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Section 46-44.

IMPLEMENTATION/COORDINATION:

The Public Safety Department will coordinate with the Office of Purchasing for the issuance of the Purchase Order and County Administrator's signing.

Attachments

Purchase Order

Administrator Approval Coveralls

PURCHASE ORDER NO. 201419

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

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
180077 FAX: 904-880-2303
QUADMED INC
11210-1 PHILLIPS INDUSTRAIL BLVD
JACKSONVILLE FL 32256

SHIP TO
PUBLIC SAFETY FACILITY
6575 NORTH "W" STREET
PENSACOLA, FL 32505-1714
ATTN: TAMIKA WILLIAMS / 471-6425

ORDER DATE: 05/04/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001327	REQ. DATE: 05/08/20
TERMS: NET 30 DAYS	F.O.B.: PRE-PAY AND ADD	DESC.: BIO-HAZARD COVERALLS / CA	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			PO FOR THE PURCHASE OF BIO-HAZARD COVERALLS UNDER THE CARESACT IN DIRECT SUPPORT OF EMS IN IT'S DAILY OPERATIONS.		
01	60.00	EA	BIO-HAZARD COVERALLS W/HOOD AND BOOTS STOCK NO. EIC-511907	14.8800	892.80
02	1925.00	EA	BIO-HAZARD COVERALL W/HOOD STOCK NO. EIC-511917	14.8800	28,644.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330302	55201	892.80	
02	330302	55201	28,644.00	

PAGE TOTAL $ 29,536.80
TOTAL $ 29,536.80

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

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 no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material 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 completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance**- Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

From: Janice P. Gilley
To: Elizabeth Kissel
Cc: Debbie L. Bowers; Sharon R. Pitts
Subject: RE: Bio-Hazard Coveralls
Date: Wednesday, April 29, 2020 4:49:13 PM
Attachments: image001.png

Please move forward with the purchase.

Best,



From: Elizabeth Kissel <ekissel@myescambia.com>
Sent: Wednesday, April 29, 2020 4:09 PM
To: Janice P. Gilley <JanicePGilley@myescambia.com>
Cc: Debbie L. Bowers <dlbowers@myescambia.com>; Sharon R. Pitts <SharonPitts@myescambia.com>; Elizabeth Kissel <ekissel@myescambia.com>
Subject: RE: Bio-Hazard Coveralls

Mrs. Gilley,

The team confirmed that Quad Med is a vendor number in our system. Please let me know if you need any other documentation and when we can move forward with the purchase.

Thank you,
Liz

From: Elizabeth Kissel <ekissel@myescambia.com>
Sent: Wednesday, April 29, 2020 3:27 PM
To: Janice P. Gilley <JanicePGilley@myescambia.com>
Cc: Debbie L. Bowers <dlbowers@myescambia.com>; Sharon R. Pitts <SharonPitts@myescambia.com>; Elizabeth Kissel <ekissel@myescambia.com>
Subject: FW: Bio-Hazard Coveralls

Mrs. Gilley,

I have been in discussions with JD, Tamika Williams and Paul Nobles in regards to purchasing the Bio-Hazard Coveralls. We would like to use the CARES ACT Provider Relief Fund since this is for EMS. Since these are considered Emergency Purchases due to COVID-19 I was made aware that that you are able to submit a written request to the chairman of the board of county commissioners for approval. The information that Paul sent me below says $50,000 but I had thought it changed to $25,000. We are not wanting to wait due to the shortage of supplies and the vendor indicating that they had these available this morning. Can you please provide us some guidance on how you would like us to proceed?

- Cost $29,536.80

Emergency purchases means those procurements which shall be exempted from the mandatory bid requirements of this article in the event of a state of emergency, because the circumstances of the delay incident in complying with such requirements would be detrimental to the health, safety and welfare of the citizens of the county; such emergencies shall include, but are not limited to, war, declared or undeclared; insurrection; hurricane; flood; tornadoes or any other form of disaster or unforeseen circumstances threatening destruction of life or damage to property. This exemption shall be in effect through any such circumstances, including the clean up and repair to property period following such an event.

Sec. 46-93. - Same—Emergency purchases.
(a) In the event of an emergency, the chairman of the board of county commissioners, upon receipt of a written request transmitted through the county administrator, from the director or designee of a using department, may authorize emergency purchases which exceed $50,000.00. Such purchases shall be exempted from the requirements of the competitive bid or proposal process of this article.

(b) Emergency purchases of over $50,000.00 shall be reported to the board at the next regularly scheduled meeting. The board chairman's authority shall not be delegated to any other person except that the vice-chairman may act for the chairman in his/her absence. Emergency purchases are subject to internal audit review.

Thank you,
Liz
-----Original Message-----
From: Janice P. Gilley <JanicePGilley@myescambia.com>
Sent: Saturday, April 25, 2020 7:56 PM
To: Elizabeth Kissel <ekissel@myescambia.com>; Craig Ammons <cammons@myescambia.com>; Eric W. Gilmore <egilmore@myescambia.com>
Cc: Debbie L. Bowers <dlbowers@myescambia.com>; Sharon R. Pitts <SharonPitts@myescambia.com>; James R. Maddrey <jrmaddrey@myescambia.com>; Norman Robinson <nwrobins@myescambia.com>; John Dosh <JSDOSH@co.escambia.fl.us>; Tamika L. Williams <tlwilliams@myescambia.com>; Laura A. Coale <lacoale@myescambia.com>
Subject: FW: Bio-Hazard Coveralls

Dear Craig:

We do have some funds for PPE (Liz can help with that I think). Do you know if Gulf Winds is still going to support the purchase as well? If Gulf Winds is going to support, we need Laura to get with their folks and publicly thank them.

Best,

-----Original Message-----
From: Craig Ammons <cammons@myescambia.com>
Sent: Wednesday, April 22, 2020 10:39 AM
To: Janice P. Gilley <JanicePGilley@myescambia.com>
Cc: Jamie Kimbrell <JKIMBRELL@myescambia.com>; James R. Maddrey <jrmaddrey@myescambia.com>; Norman Robinson <nwrobins@myescambia.com>
Subject: Bio-Hazard Coveralls

Mrs. Gilley,

As a follow-up to our conversation yesterday morning at Public Safety regarding bio-hazard coveralls I am enclosing an email from Jamie Kimbrell with ECEMS Logistics. Jamie was able to locate approximately 2,000 coveralls which can be used to provide contact precautions for personnel who may interact with COVID-19 patients. These coveralls are reusable which will prolong the supply of these critical items. As Jamie states this purchase would require additional funds to purchase these items. You advised a funding source would be available.

Another part of our conversation was about Gulf Winds Credit Union offering to purchase some of the coveralls. Per an email from Jamie yesterday afternoon GWCU has purchased 25 of the XL size coveralls and 243 of the 4 XL size coveralls. Hopefully we will receive those items here at Public Safety in the near future.

The attachment is the revised quote from Quad-Med for the remainder of the coveralls. If I can provide any further information or assistance please contact me.

Thanks,

Craig Ammons, Captain
Escambia County Fire Rescue
Escambia County, FL
850-471-6523 (Office)
850-393-2220 (Cell)

-----Original Message-----
From: Jamie Kimbrell <JKIMBRELL@myescambia.com>
Sent: Wednesday, April 22, 2020 9:15 AM
To: Craig Ammons <cammons@myescambia.com>
Cc: Stephen Clark <sclark@quadmed.com>
Subject: FW: [EXTERNAL]QuadMed Inc (REVISED IN STOCK)

Attached is the updated quote from QuadMed that provides the costs for the remaining available balance of 4XL coveralls. Again, our current PO will NOT be able to support this purchase, unfortunately, so this would require funding from outside EMS. Please advise if you need any other information from me.

Stephen Clark is our QuadMed Rep. If you have any questions for him, his contact information is listed below.

Stephen E Clark Jr.
Product Specialist
QuadMed, Inc.
Office: 800-933-7334
Cell: 904-465-0970
https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.quadmed.com%2F&data=02%7C01%7C%7C497115615e840be716c08d7e97ca18d%7C2c937adbd9464b3190cca32f7d460fcd%7C0%7C0%7C637234594076379184&sdata=RcUXS5aoFYklwg8N8KQLCGVSq8uj6%2Bsvokzkb Meo470%3D&reserved=0

Jamie Kimbrell
Logistics Supervisor
Escambia County EMS
6575 North W Street
Pensacola, Florida 32505
Cell (Primary): (850) 393-4961
Office: (850) 471-6544

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records.

-----Original Message-----
From: Stephen Clark <sclark@quadmed.com>
Sent: Tuesday, April 21, 2020 2:27 PM
To: Jamie Kimbrell <JKIMBRELL@myescambia.com>
Subject: [EXTERNAL]QuadMed Inc (REVISED IN STOCK)

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.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17870 **County Administrator's Report 11. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: FY2019/2020 Escambia County Expenditure Comparison Summary by Fund Report and Outside Agency Reports, for the 2nd Qtr, which ended 3/31/2020
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of the Fiscal Year 2019/2020 Escambia County Expenditure Comparison Summary by Fund Report and Outside Agency Reports for the 2nd Quarter, Which Ended March 31, 2020 - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board accept for the record the Fiscal Year 2019/2020 Escambia County Expenditure Comparison Summary by Fund Report and Outside Agency Reports for the second quarter, which ended March 31, 2020.

As of March 31, 2020, Escambia County Expenditure Comparison by Fund total percent of budget utilized is at 30%; the Fiscal Year 2019 percent of budget utilized was at 31%. Total expenditures, as of March 31, 2020, are $237 million, while total expenditures, as of March 31, 2019, were $266 million. Current Encumbrances of $87 million are noted, but not included in the calculation as they impact future expenditures.

The Board of County Commissioners, on September 23, 2019, agreed that all Outside Agencies receiving funding from Escambia County would be required to provide a Goals and Metrics Scorecard. The Goals and Metrics Scorecard is designed to allow the recipient to provide information stating how the funding received is being used.

BACKGROUND:

On September 23, 2019, at the Board of County Commissioners 2nd Budget Hearing, the Board agreed that all Outside Agencies receiving funding from Escambia County would be required to provide a Goals and Metrics Scorecard and an annual narrative report. The Goals and Metrics Scorecard is designed to allow the recipient to provide information stating how the funding received is being used.

The Escambia County Expenditure Comparison Summary by Fund Report is a listing of all active funds of the County. This listing includes the General Fund, which includes the Constitutional Officers; Special Revenue Funds, Debt Service Fund, Capital Projects Funds, Enterprise Funds and the Internal Service Fund.

Reports for both the Escambia County Expenditure Comparison and Agency Metrics are provided.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida Chapter 46, Finance, Article II, Purchases and Contracts. (?)

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Expenditure Comparison Summary and Detail

2nd Quarter Goals and Metrics

FY 2019/2020 ESCAMBIA COUNTY EXPENDITURE COMPARISON SUMMARY BY FUND

			FISCAL YEAR 2020 FOR PERIOD END 3.31.2020				FISCAL YEAR 2019 FOR PERIOD END 3.31.2019			
Fund Number	County Fund Name	FY20 Budget	FY20 Expenditures @ 3.31.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 3.31.2019	FY19 Balance Remaining	% of budget utilized
001	GENERAL FUND	$ 235,890,020	$ 94,963,958	$ 140,926,062	40%	$ 225,707,603	$ 92,580,786	$ 133,126,817	41%
101	ESCAMBIA CTY RESTR	2,408,502	245,699	2,162,803	10%	2,306,673	240,249	2,066,424	10%
102	ECONOMIC DEVELOPME	400,276	6,962	393,315	2%	392,036	-	392,036	0%
103	CODE ENFORCEMENT FUND	3,315,738	873,257	2,442,481	26%	3,162,184	1,331,656	1,830,528	42%
104	MASS TRANSIT	16,232,239	5,922,951	10,309,289	36%	15,358,121	5,645,111	9,713,010	37%
106	M AND A STATE I FUND	70,461	5,797	64,664	8%	76,083	6,107	69,976	8%
108	TOURIST PROMOTION	15,286,218	5,409,496	9,876,722	35%	13,881,609	5,577,307	8,304,302	40%
110	OTHER GRANTS & PROGRAMS	3,486,964	450,226	3,036,738	13%	3,528,258	334,172	3,194,086	9%
111	DETENTION/JAIL COM	4,569,019	511,698	4,057,321	11%	4,388,262	667,344	3,720,918	15%
112	DISASTER RECOVERY	1,923,642	205,659	1,717,983	11%	1,515,646	225,035	1,290,611	15%
113	LIBRARY FUND	10,148,868	2,374,922	7,773,946	23%	9,580,621	3,342,593	6,238,028	35%
114	MISDEMEANOR PROBATION	2,091,507	898,001	1,193,506	43%	2,172,470	924,115	1,248,355	43%
115	ARTICLE V FUND	7,583,725	1,905,320	5,678,405	25%	7,725,609	1,927,459	5,798,150	25%
116	DEVELOPMENT REVIEW	1,894,988	295,577	1,599,411	16%	2,081,512	633,965	1,447,547	30%
117	PERDIDO KEY BEACH	1,010,867	24,483	986,384	2%	857,683	20,880	836,803	2%
118	GULF COAST RESTORA	18,136,937	214,696	17,922,241	1%	20,964,812	1,981,205	18,983,607	9%
120	S.H.I.P	3,142,522	699,840	2,442,682	22%	3,323,858	470,233	2,853,625	14%
121	LAW ENFORCEMENT TRUST FUND	291,607	274,400	17,207	94%	436,625	211,200	225,425	48%
124	ESC AFFORDABLE HOUSING	1,764,430	21,234	1,743,196	1%	1,663,567	21,617	1,641,951	1%
129	CDBG HUD ENTITLEME	3,942,480	412,831	3,529,649	10%	3,958,814	483,494	3,475,321	12%
130	HANDICAPPED PARKING	285,677	7,166	278,511	3%	303,836	18,529	285,308	6%
131	FAMILY MEDIATION FUND	96,608	532	96,076	1%	96,517	830	95,687	1%
143	FIRE PROTECTION FUND	18,642,693	8,593,594	10,049,099	46%	18,339,684	8,575,830	9,763,854	47%
145	E-911 OPERATIONS FUND	2,051,504	661,719	1,389,785	32%	1,997,859	636,055	1,361,804	32%
146	HUD-CDBG HOUSING	203,596	6,822	196,775	3%	157,610	-	157,610	0%
147	HUD - HOME FUND	4,956,780	88,729	4,868,051	2%	4,162,482	85,701	4,076,781	2%
151	COMMUNITY REDEVELOMENT	6,799,234	1,239,641	5,559,593	18%	5,759,769	987,270	4,772,500	17%
167	BOB SIKES TOLL FACILITY	13,675,426	1,401,767	12,273,659	10%	14,025,569	1,391,412	12,634,157	10%
175	TRANSPORTATION TRUST	27,521,614	10,068,087	17,453,527	37%	26,929,244	10,625,427	16,303,816	39%
177	MSBU ASSESSMENT PROG	7,848,004	932,674	6,915,330	12%	2,102,755	491,330	1,611,425	23%
181	MASTER DRAINAGE BASIN	844,319	37,363	806,956	4%	775,148	57,874	717,274	7%
203	DEBT SERVICE	13,285,609	3,324,531	9,961,078	25%	61,717,382	50,243,486	11,473,896	81%
311	SERIES 2017 PROJECT	69,048,606	31,883,424	37,165,183	46%	126,865,553	14,409,289	112,456,264	11%
320	FTA-CAPITAL PROJECCT	2,935,537	223,211	2,712,326	8%	3,052,072	306,763	2,745,309	10%
352	LOST III	68,331,557	6,148,264	62,183,293	9%	71,755,889	10,429,103	61,326,786	15%
353	LOST IV	90,381,524	14,847,053	75,534,471	16%	59,416,106	8,527,956	50,888,150	14%
401	SOLID WASTE FUND	49,945,985	7,725,917	42,220,068	15%	44,953,037	10,004,177	34,948,860	22%
406	INSPECTION FUND	7,368,985	1,249,681	6,119,304	17%	6,174,980	1,180,140	4,994,840	19%
408	EMERGENCY MEDICAL	29,311,231	9,151,873	20,159,358	31%	29,128,394	9,629,531	19,498,863	33%
409	BAY CENTER FUND	9,683,831	4,974,048	4,709,783	51%	9,212,722	4,607,639	4,605,083	50%
501	INTERNAL SERVICE FUND	43,720,328	18,870,130	24,850,198	43%	42,575,821	16,880,057	25,695,765	40%
		$ 800,529,658	$ 237,153,233	$ 563,376,425	**30%**	$ 852,584,474	$ 265,712,925	$ 586,871,549	**31%**
	CURRENT ENCUMBRANCES:		86,978,168						
			$ 324,131,401		**40%**				

ESCAMBIA COUNTY EXPENDITURE COMPARISON BY DIVISION/COST CENTER

			FISCAL YEAR 2020 FOR PERIOD END 3.31.2020				FISCAL YEAR 2019 FOR PERIOD END 3.31.2019			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 3.31.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 3.31.2019	FY19 Balance Remaining	% of budget utilized
11	110101	ADMINISTRATION	$ 2,262,203.00	$ 703,304.72	$ 1,558,898.28	31%	$ 2,139,696	$ 709,043	$ 1,430,653	33%
11	110102	LOST IV DISCRETION	11,788,713	116,247	11,672,466	1%	1,000,000	-	1,000,000	0%
11	110201	ADMINISTRATION	51,415,174	12,365,897	39,049,277	24%	49,624,480	11,150,441	38,474,039	22%
11	110210	IIDC OPERATING	479,576	73,138	406,438	15%	564,161	84,379	479,782	15%
11	110211	IIDC WATER & SEWER	337,189	22,140	315,049	7%	487,689	-	487,689	0%
11	110215	NON-DEPT. - TRANSF	18,682,378	8,262,317	10,420,061	44%	16,528,072	6,215,489	10,312,583	38%
11	110219	NON-DEPT INT RESER	64,652	-	64,652	0%	24,243	-	24,243	0%
11	110237	SALES TAX BONDS	3,105,150	499,575	2,605,575	16%	27,497,789	24,697,111	2,800,678	90%
11	110242	SALES TAX BOND 201	4,198,000	1,836,477	2,361,523	44%	4,198,000	2,553,227	1,644,773	61%
11	110248	TOURIST DEVELOP BO	-	-	-		1,290,732	10,154	1,280,578	1%
11	110249	CAPITAL IMP BONDS-	-	-	-		14,038,247	14,038,246	1	100%
11	110250	CAPITAL IMPR NOTE-	-	-	-		8,620,549	8,620,549	0	100%
11	110254	FL INST MACH HMN C	-	506,250	(506,250)		-	432,569	(432,569)	
11	110259	CAPITAL IMPR NOTE-	1,285,459	17,479	1,267,980	1%	1,282,556	26,028	1,256,528	2%
11	110260	CAPITAL IMPR BOND-	4,697,000	971,000	3,726,000	21%	4,789,509	298,172	4,491,337	6%
11	110263	NON-DEPT GRANT RES	278,722	-	278,722	0%	26,558	-	26,558	0%
11	110265	PERDIDO KEY PUB IM	5,337	-	5,337	0%	5,337	-	5,337	0%
11	110267	PUBLIC FAC & PROJ	12,363,792	383,165	11,980,627	3%	3,176,870	26,283	3,150,588	1%
11	110272	SRIA BEACH RENOURI	-	535,399	(535,399)		-	534,190	(534,190)	
11	110273	LOST ECONOMIC DEVE	371,979	-	371,979	0%	2,492,650	2,350,070	142,580	94%
11	110274	PCOLA BCH RESTROOM	600,693	(70,437)	671,130	-12%	1,314,030	-	1,314,030	0%
11	110275	SRIA	4,640	-	4,640	0%	4,640	-	4,640	0%
11	110276	PUBLIC FAC & PROJ	21,906,923	3,731,715	18,175,208	17%	14,745,630	2,086,027	12,659,603	14%
11	110277	LOST ECONOMIC DEVE	1,938,702	402,488	1,536,214	21%	1,747,655	385,446	1,362,209	22%
11	110302	EXECUTIVE SUPPORT	665,996	297,169	368,827	45%	692,934	248,269	444,665	36%
11	110304	COMPLIANCE & ETHIC	355,725	17,871	337,854	5%	-	-	-	
11	110501	OPERATIONS	9,234,982	2,143,559	7,091,423	23%	8,751,781	3,005,439	5,746,342	34%
11	110502	MAINTENANCE	393,893	125,461	268,432	32%	377,158	172,640	204,518	46%
11	110503	INFORMATION SYSTEM	465,897	105,504	360,393	23%	404,657	163,726	240,931	40%
11	110504	LIBRARY DONATIONS	25,533	-	25,533	0%	23,778	-	23,778	0%
11	110507	MUSEUM ON MAIN STR	-	-	-		3	-	3	0%
11	110508	PLAN INNOVATION GR	1	-	1	0%	3	-	3	0%
11	110509	FRIENDS LIBRARY DO	28,562	398	28,164	1%	23,242	789	22,453	3%
11	110601	ADMINISTRATION	1,597,057	706,845	890,212	44%	1,674,290	805,743	868,547	48%
12	120101	ASST COUNTY ADMINI	186,038	29,024	157,014	16%	175,082	70,308	104,774	40%
13	130101	ADMINISTRATION	233,666	33,857	199,809	14%	286,600	113,227	173,373	40%
14	140201	OMB-ADMIN	839,967	433,345	406,622	52%	754,763	431,523	323,240	57%
14	140301	BOB SIKES TOLL-ADM	820,369	325,367	495,002	40%	803,319	304,570	498,749	38%
14	140302	BOB SIKES TOLL-OPE	11,506,057	407,346	11,098,712	4%	11,903,249	419,347	11,483,902	4%
14	140304	BOB SIKES TOLL-TRA	1,349,000	669,054	679,946	50%	1,319,001	667,495	651,506	51%
14 Total	FUND 177	MSBU ASSESSMENT PROG	7,848,004	932,674	6,915,330	12%	2,102,755	491,330	103,771,552	23%
14	141002	MCDONALD PROPERTY	100,000	7,277	92,723	7%	125,000	8,145	116,855	7%
14	140701	OFFICE OF PURCHASI	636,862	233,534	403,328	37%	516,366	239,126	277,240	46%
14	140833	RISK MANAGEMENT AD	474,867	230,502	244,365	49%	471,239	241,407	229,832	51%
14	140834	WORKERS COMPENSATI	1,953,432	1,631,045	322,387	83%	1,857,479	1,437,267	420,212	77%
14	140835	PROPERTY CASUALTY	3,075,064	2,740,243	334,821	89%	3,192,127	2,415,224	776,903	76%
14	140836	BUILDINGS	1,169,729	33,596	1,136,133	3%	1,202,645	4,088	1,198,557	0%

ESCAMBIA COUNTY EXPENDITURE COMPARISON BY DIVISION/COST CENTER

			FISCAL YEAR 2020 FOR PERIOD END 3.31.2020				FISCAL YEAR 2019 FOR PERIOD END 3.31.2019			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 3.31.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 3.31.2019	FY19 Balance Remaining	% of budget utilized
14	140837	VEHICLES	428,745	36,217	392,528	8%	403,436	30,855	372,581	8%
14	140838	SAFETY&LOSS CONTRO	52,161	12,780	39,381	25%	48,416	16,429	31,987	34%
15	150101	HUMAN RESOURCES AD	830,642	340,633	490,009	41%	846,333	373,774	472,559	44%
15	150102	HUMAN RESOUCES - A	198,497	7,166	191,331	4%	208,114	18,529	189,586	9%
15	150103	TUITION REIMBURSEM	55,000	26,312	28,688	48%	55,000	22,496	32,504	41%
15	150104	MERIT SYSTEM PROTE	48,000	28,000	20,000	58%	48,000	24,000	24,000	50%
15	150105	EMPLOYEE MORALE &	188,993	14,508	174,485	8%	192,332	24,073	168,259	13%
15	150106	EMPLOYEE ASSISTANC	340,000	28,270	311,730	8%	43,280	14,367	28,913	33%
15	150107	BENEFITS	599,140	238,914	360,226	40%	354,615	146,817	207,798	41%
15	150108	HEALTH	25,704,566	11,039,967	14,664,598	43%	25,148,872	9,707,675	15,441,197	39%
15	150109	DENTAL	982,933	403,991	578,942	41%	971,923	395,518	576,405	41%
15	150110	LIFE	381,071	129,269	251,802	34%	356,619	177,274	179,345	50%
15	150111	BCBS HEALTH GRANT	293,945	1,407	292,538	0%	509,389	1,322	508,067	0%
15	150112	EMPLOYEE HEALTH CL	817,785	280,624	537,161	34%	796,814	319,730	477,084	40%
15	150113	LONG TERM DISABILI	89,248	33,811	55,437	38%	65,000	21,225	43,775	33%
15	150114	VISION	126,134	62,829	63,305	50%	95,000	30,885	64,115	33%
21	210104	UWF CAMPUS AGREEME	384,571	-	384,571	0%	384,571	-	384,571	0%
21	210106	TRANSPORTATION & D	22,989,320	4,542,154	18,447,165	20%	28,211,013	3,985,229	24,225,784	14%
21	210107	TRANSPORATION & DR	39,013,709	2,205,842	36,807,867	6%	47,494,318	4,013,170	43,481,148	8%
21	210109	FDOT OLIVE ROAD GR	148,539	20,505	128,034	14%	50,198	2,966	47,232	6%
21	210114	EDTPFA-MUSCOGEE &	81,240	-	81,240	0%	142,748	-	142,748	0%
21	210115	QUIETWTR BCH LNDNG	194,057	26,017	168,040	13%	241,447	-	241,447	0%
21	210116	BAUER RD PAVE SHLD	14,890	-	14,890	0%	431,706	-	431,706	0%
21	210117	E.JOHNSN STRMWTR R	-	-	-		57,587	-	57,587	0%
21	210118	CR292 GB HWY DRAIN	-	-	-		147,462	-	147,462	0%
21	210119	SRIA TRAFFIC CALMI	201,346	-	201,346	0%	201,346	-	201,346	0%
21	210120	HMGP BRISTOL CREEK	710,743	-	710,743	0%	2,200,400	1,385,845	814,555	63%
21	210121	HMGP LAKE CHARLENE	2,142,279	-	2,142,279	0%	2,159,881	2,370	2,157,511	0%
21	210122	NORTH "W" ST.SIDEW	-	-	-		11,140	-	11,140	0%
21	210123	EDTPFA-MUSCOGEE RO	358,869	13,673	345,196	4%	121,171	-	121,171	0%
21	210124	HMGP DELANO ST.DRA	1,637,549	2,245	1,635,304	0%	1,887,698	97,061	1,790,637	5%
21	210125	LAP-CR295A OLD COR	292,295	201,837	90,458	69%	529,988	-	529,988	0%
21	210126	LAP-MASSACHUSETTS	59,682	665	59,017	1%	73,000	-	73,000	0%
21	210127	LAP-OC PHILLIPS/BR	338,303	142,616	195,688	42%	506,250	-	506,250	0%
21	210128	LAP-DAWSON/PRITCHE	383,634	206,572	177,062	54%	487,500	-	487,500	0%
21	210129	MUSCOGEE RD PHASE	-	-	-		500,000	-	500,000	0%
21	210130	HMGP PINOAK LN ACQ	382,742	356,157	26,585	93%	397,400	1,050	396,350	0%
21	210131	MOTLEY COURT CLEAR	223,011	2	223,008	0%	646,930	-	646,930	0%
21	210401	ROADS & BRIDGES AD	-	-	-		543,573	233,792	309,781	43%
21	210402	ROAD MAINTENANCE	79,996	77,418	2,578	97%	7,696,000	3,398,561	4,297,439	44%
21	210403	HOLDING PONDS	-	-	-		1,070,605	440,770	629,835	41%
21	210404	SIGN MAINTENANCE	-	(319)	319		495,040	265,710	229,330	54%
21	210405	GARAGE ADMIN	-	-	-		2,897,178	1,213,463	1,683,715	42%
21	210407	FUEL DISTRIBUTION	159,929	14,831	145,098	9%	6,799,582	1,795,084	5,004,498	26%
21	210408	HOST ORDINANCE ITE	-	-	-		8,397	-	8,397	0%
21	210517	MYRTLE GRVE ELMNTR	-	-	-		21,012	-	21,012	0%
21	210607	JUVENILE JUSTICE	251,792	-	251,792	0%	218,216	11,957	206,259	5%

ESCAMBIA COUNTY EXPENDITURE COMPARISON BY DIVISION/COST CENTER

			FISCAL YEAR 2020 FOR PERIOD END 3.31.2020				FISCAL YEAR 2019 FOR PERIOD END 3.31.2019			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 3.31.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 3.31.2019	FY19 Balance Remaining	% of budget utilized
21	210612	DJJ ASSESSMENT BUI	64,693	-	64,693	0%	55,666	-	55,666	0%
21	210719	MASTER DRAINAGE BA	7,350	218	7,132	3%	7,633	222	7,411	3%
21	210720	MASTER DRAINAGE BA	28,293	972	27,321	3%	13,916	382	13,534	3%
21	210721	MASTER DRAINAGE BA	22,740	404	22,336	2%	22,591	622	21,969	3%
21	210722	MASTER DRAINAGE BA	13,723	4	13,719	0%	13,808	180	13,628	1%
21	210723	MASTER DRAINAGE BA	16,963	502	16,461	3%	17,886	492	17,394	3%
21	210724	MASTER DRAINAGE BA	143,093	4,538	138,555	3%	130,372	3,476	126,896	3%
21	210725	MASTER DRAINAGE BA	75,523	2,670	72,853	4%	59,091	1,610	57,481	3%
21	210726	MASTER DRAINAGE BA	16,136	718	15,418	4%	41,413	28,490	12,923	69%
21	210727	MASTER DRAINAGE BA	40,037	1,138	38,899	3%	40,788	1,173	39,615	3%
21	210728	MASTER DRAINAGE BA	113,674	3,103	110,571	3%	96,163	2,518	93,645	3%
21	210729	MASTER DRAINAGE BA	19,961	4,485	15,476	22%	18,599	420	18,179	2%
21	210730	MASTER DRAINAGE BA	21,094	912	20,182	4%	17,927	1,840	16,087	10%
21	210731	MASTER DRAINAGE BA	164,426	12,266	152,160	7%	140,555	11,551	129,004	8%
21	210732	MASTER DRAINAGE BA	31,858	1,188	30,670	4%	31,261	949	30,312	3%
21	210733	MASTER DRAINAGE BA	43,426	1,713	41,713	4%	40,353	1,634	38,719	4%
21	210734	MASTER DRAINAGE BA	65,547	1,933	63,614	3%	62,583	1,754	60,829	3%
21	210735	MASTER DRAINAGE BA	12,416	584	11,832	5%	12,033	328	11,705	3%
21	210736	MASTER DRAINAGE BA	8,059	15	8,044	0%	8,176	233	7,943	3%
21	211101	ADMINISTRATION	2,501,328	255,502	2,245,826	10%	2,377,962	249,863	2,128,099	11%
21	211201	TRAFFIC OPERATIONS	3,132,597	1,026,049	2,106,547	33%	3,435,427	1,199,091	2,236,336	35%
21	211210	MASS TRANSIT OPERA	-	-	-		8,239,349	2,978,542	5,260,807	36%
21	211211	PENSACOLA BEACH TR	-	-	-		177,147	558	176,589	0%
21	211212	UWF TROLLEY	-	-	-		621,877	201,032	420,845	32%
21	211213	COUNTY FLEET MAINT	-	-	-		483,278	143,365	339,913	30%
21	211215	MASS TRANSIT/PARAT	-	-	-		3,029,748	1,024,634	2,005,114	34%
21	211216	MASS TRANSIT ADMIN	-	-	-		623,248	244,329	378,919	39%
21	211217	MASS TRANSIT FLEET	-	-	-		2,183,474	1,052,651	1,130,823	48%
21	211222	2010 FTA FL90X728	-	-	-		34,350	-	34,350	0%
21	211223	2011 FTA GRANT FL9	12,438	238	12,201	2%	216,427	167,440	48,987	77%
21	211224	2012 FTA GRANT FL9	151,176	652	150,524	0%	188,262	15,179	173,083	8%
21	211226	2013 FTA320 FL90-X	12,275	-	12,275	0%	17,441	2,049	15,392	12%
21	211227	GOOD RPR GRT FL-04	-	-	-		44,875	44,425	450	99%
21	211230	2013 FTA 5339 FL 3	-	-	-		81,268	71,770	9,498	88%
21	211231	2014 FTA320 FL90-X	156,920	-	156,920	0%	156,920	-	156,920	0%
21	211233	2015FTA320FL90-X87	1,182,907	-	1,182,907	0%	1,185,383	2,476	1,182,907	0%
21	211234	2014FTA-320-FL34-0	317,639	-	317,639	0%	317,639	-	317,639	0%
21	211235	2015FTA/FDOT FL16-	-	-	-		25,476	-	25,476	0%
21	211236	2016FTA FL17-003-0	31,678	-	31,678	0%	31,678	-	31,678	0%
21	211237	2017 FTA FL17-005-	500,484	-	500,484	0%	501,251	-	501,251	0%
21	211239	2017FTA320-FL90-X9	148,413	-	148,413	0%	151,838	3,425	148,413	2%
21	211240	2018FTAGRNT1092-20	99,264	-	99,264	0%	99,264	-	99,264	0%
21	211241	FTA FL 2019-059-00	100,022	-	100,022	0%	-	-	-	
21	211242	FDOT5310-1001-2017	222,321	222,322	(1)	100%	-	-	-	
21	211401	SRI PUBLIC WORKS	9,100	-	9,100	0%	2,553,564	1,139,866	1,413,698	45%
21	211602	ENGINEERING/INFRAS	637,708	210,992	426,717	33%	523,213	202,908	320,305	39%
21	211603	DIRECTIONAL SIGN P	129,761	-	129,761	0%	182,534	-	182,534	0%

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22	220100	NATURAL RESOURCES	493,099	212,219	280,880	43%	413,457	190,458	222,999	46%
22	220101	ADMIN-NEIGHBORHOOD	-	(13)	13		-	-	-	
22	220102	NESD CAPITAL PROJE	1,861,421	112,036	1,749,385	6%	2,297,221	148,696	2,148,525	6%
22	220104	NRM CAPITAL PROJEC	200,000	-	200,000	0%	-	-	-	
22	220105	GEN FND RESTORE DC	107,208	36,465	70,743	34%	136,029	36,234	99,795	27%
22	220106	PCOLA PASS INLET M	311,250	-	311,250	0%	-	-	-	
22	220110	ENVIR CODE ENFORCE	3,315,738	873,257	2,442,481	26%	3,162,184	1,331,656	1,830,528	42%
22	220310	TREE FUND ORDINANC	208,433	5,059	203,374	2%	220,596	19,759	200,837	9%
22	220334	TREE MITIGATION FE	363,260	3,065	360,195	1%	269,428	1,546	267,882	1%
22	220335	PERDIDO KEY BEACH	1,010,867	24,483	986,384	2%	857,683	20,880	836,803	2%
22	220336	WETLAND MITIGATION	91,088	3,250	87,838	4%	84,925	4,950	79,975	6%
22	220338	ORISKANY PCB MONIT	18,789	-	18,789	0%	56,600	3,250	53,350	6%
22	220339	DERELICT VESSELS G	7,050	1,500	5,550	21%	-	-	-	
22	220701	MOSQUITO & ARTHROP	570,937	243,499	327,438	43%	610,424	251,573	358,851	41%
22	220703	M&A STATE 1 FUNDS	70,461	5,797	64,664	8%	76,083	6,107	69,976	8%
22	220805	4TH CENT MARINE RE	295,766	126,861	168,905	43%	254,354	77,189	177,165	30%
22	220807	VESSEL REGISTRATIO	665,444	15,115	650,329	2%	599,611	12,733	586,878	2%
22	220809	MEMORIAL REEF	9,937	-	9,937	0%	9,937	-	9,937	0%
22	220813	FWC ARTIFICIAL REE	59,500	-	59,500	0%	-	-	-	
22	220901	ADM.-ESC. SOIL&WAT	330,136	166,941	163,195	51%	256,235	118,069	138,166	46%
22	221001	ENVIRONMENT QUALIT	557,173	257,844	299,329	46%	544,365	224,235	320,130	41%
22	221002	GLYNN KEY STORMWAT	2,497	-	2,497	0%	3,155	-	3,155	0%
22	221006	DENSITY REDUCTION	-	-	-		200,000	-	200,000	0%
22	221015	DENSTY RDUCTN AREA	-	-	-		100,000	-	100,000	0%
22	221016	JONES SWAMP WETLAN	15,946	-	15,946	0%	15,946	-	15,946	0%
22	221017	RCREATNL TRAIL-S.W	175,000	-	175,000	0%	-	-	-	
22	221018	NATL POLLUTNT DISC	266,905	72,936	193,969	27%	241,117	51,345	189,771	21%
22	221020	DEFENSE INFRSTRUCT	-	-	-		183,424	17,300	166,124	9%
22	221021	FDEP LID MONITORIN	47,653	4,294	43,359	9%	99,970	22,817	77,153	23%
22	221022	NRDA TURTLE GRANT-	-	-	-		258,596	20,106	238,489	8%
22	221025	FDEP G0439 LID MAN	85	-	85	0%	18,555	-	18,555	0%
22	221026	EPA-JACKSON LAKE 4	30,478	405	30,073	1%	80,400	461	79,939	1%
22	221027	WATER QUALITY LAB	8,976	-	8,976	0%	4,107	-	4,107	0%
22	221028	NFWF LIVING SHOREL	53,925	-	53,925	0%	56,507	-	56,507	0%
22	221029	DEFNSE INFRSTRCTR	375,532	-	375,532	0%	375,533	-	375,533	0%
22	221201	EXTENSION SERVICES	729,107	317,824	411,283	44%	695,336	318,362	376,974	46%
22	221202	BP PROMOTIONAL FUN	5,965	-	5,965	0%	5,965	-	5,965	0%
22	222001	NRDA BOAT RAMPS	422,634	12,820	409,814	3%	462,450	13,772	448,678	3%
22	222002	NFWF#45910BAYOU CH	3,676,030	21,531	3,654,499	1%	5,144,070	983,753	4,160,317	19%
22	222003	PERDIDO KEY DUNE R	-	-	-		137,095	289	136,806	0%
22	222004	FWC15153 ARTFCIAL	252,556	1,122	251,434	0%	1,888,677	949,196	939,481	50%
22	222005	NRDA BOB SIKE FISH	963,090	-	963,090	0%	963,090	-	963,090	0%
22	222006	BAYOU CHICO SEDIME	335,510	-	335,510	0%	335,510	-	335,510	0%
22	222007	FDEP#RES04 BCHHAVE	5,598,802	-	5,598,802	0%	5,598,802	-	5,598,802	0%
22	222008	EPA BAYS ESTUARY P	1,964,171	25,778	1,938,393	1%	2,000,000	152	1,999,848	0%
22	222020	RES UNIVERSAL ACCE	275,000	(20,500)	295,500	-7%	300,000	-	300,000	0%
22	222021	RES HT WILLIAMS SW	1,423,701	-	1,423,701	0%	1,423,701	-	1,423,701	0%

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22	222022	RES S DOGTRACK DRA	192,514	27,046	165,469	14%	200,000	-	200,000	0%
22	222030	RESTORE PLANNING A	378,568	14,206	364,362	4%	419,255	20,054	399,201	5%
22	222031	RESTORE DIRECT COM	493,009	23,925	469,084	5%	534,994	13,988	521,006	3%
22	222041	FDEP LIVING SHOREL	176,275	45,156	131,119	26%	217,499	-	217,499	0%
22	222042	RES CARPENTER CRK/	1,090,000	35,301	1,054,699	3%	1,090,000	-	1,090,000	0%
22	222043	RES ELEVEN MILE PO	225,425	28,312	197,114	13%	225,425	-	225,425	0%
23	230301	ADMINISTRATION	771,275	297,303	473,972	39%	838,260	286,180	552,080	34%
23	230303	TRANSFERS	570,094	285,047	285,047	50%	529,744	264,872	264,872	50%
23	230304	ENVIRONMENTAL QUAL	1,419,081	329,383	1,089,698	23%	1,041,499	334,108	707,390	32%
23	230306	RECYCLING	899,053	183,624	715,429	20%	809,254	284,457	524,797	35%
23	230307	SW TRANSFER STATIO	2,678,241	500,511	2,177,730	19%	2,061,642	606,093	1,455,549	29%
23	230308	LANDFILL GAS TO EN	486,706	183,685	303,021	38%	219,331	39,467	179,864	18%
23	230309	SW CLOSED LANDFILL	120,380	21,618	98,762	18%	136,915	9,044	127,871	7%
23	230310	SOLID WASTE RESERV	22,528,121	361,002	22,167,119	2%	20,493,024	338,739	20,154,285	2%
23	230314	SWM OPERATIONS	8,810,379	5,354,161	3,456,218	61%	9,952,669	6,275,155	3,677,514	63%
23	230315	PROJECTS	11,651,586	205,883	11,445,703	2%	8,858,696	1,565,061	7,293,635	18%
23	230316	SAUFLEY LANDFILL	11,069	3,700	7,369	33%	12,004	1,000	11,004	8%
23	230317	SOLID WASTE FUNDRA	1,110	-	1,110	0%	1,110	-	1,110	0%
24	240201	P & Z ADMINISTRATI	1,274,799	565,632	709,167	44%	1,250,939	589,831	661,108	47%
24	240302	PLANNING DEVELOPME	1,894,988	295,577	1,599,411	16%	2,081,512	633,965	1,447,547	30%
24	240401	GIS	428,777	213,467	215,310	50%	444,431	196,004	248,427	44%
25	250101	ADMIN-DEVELOPMENT	538,903	212,541	326,362	39%	606,110	232,049	374,062	38%
25	250107	PLUMBING INSPECTIO	270,940	115,344	155,596	43%	294,687	100,353	194,334	34%
25	250108	ELECTRICAL INSPECT	238,921	109,011	129,909	46%	281,289	127,316	153,973	45%
25	250109	BUILDING INSPECTIO	422,155	123,317	298,838	29%	359,733	114,030	245,703	32%
25	250111	BUILDING SAFETY-AD	5,115,958	416,331	4,699,627	8%	3,943,676	338,121	3,605,555	9%
25	250115	PLANS REVIEW	241,408	63,127	178,281	26%	147,082	55,424	91,658	38%
25	250118	UNLICENS/UNPERM CO	133,507	52,210	81,297	39%	187,860	77,181	110,679	41%
25	250119	COMBINATION INSPEC	343,266	138,678	204,588	40%	296,696	111,314	185,382	38%
25	250120	CONTRACTOR LICENSI	63,927	19,121	44,806	30%	57,847	24,352	33,495	42%
25	250122	FEMA FLOOD MIT ASS	125,305	-	125,305	0%	460,839	217,655	243,183	47%
25	250123	FLOOD MITIGATION A	1,398,810	6,267	1,392,543	0%	720,937	500	720,437	0%
25	250124	FEMA FLD MIT RETRO	385,339	199,392	185,946	52%	314,437	-	314,437	0%
25	250202	ANIMAL SERVICES AD	1,319,364	542,618	776,746	41%	1,168,653	513,808	654,845	44%
25	250204	KENNEL SPONSORSHIP	117,659	-	117,659	0%	139,829	4,182	135,647	3%
25	250205	LOW INCOME SPAY &	40,000	-	40,000	0%	40,000	40,000	-	100%
25	250207	ANIMAL CONTROL ENF	992,238	286,213	706,025	29%	1,008,847	390,461	618,386	39%
25	250208	HUMANE SOCIETY(HSU	20,000	-	20,000	0%	10,000	-	10,000	0%
26	260101	ROADS AND BRIDGES-	565,035	241,372	323,663	43%	-	-	-	
26	260102	ROAD MAINTENANCE	7,735,331	2,984,316	4,751,015	39%	-	-	-	
26	260106	SIGN MAINTENANCE	520,033	243,852	276,181	47%	-	-	-	
26	260107	SRI PUBLIC WORKS	2,592,412	1,026,859	1,565,553	40%	-	-	-	
26	260108	ROADS HOST ORD	8,396	-	8,396	0%	-	-	-	
26	260201	FLEET MAINTENANCE	3,027,766	1,164,024	1,863,742	38%	-	-	-	
26	260205	HOLDING PONDS	1,130,527	433,757	696,770	38%	-	-	-	
26	260206	FUEL DISTRIBUTION	6,802,392	1,822,308	4,980,084	27%	-	-	-	
27	270102	INFORMATION SYSTEM	3,865,145	1,671,844	2,193,302	43%	3,218,938	1,810,805	1,408,133	56%

ESCAMBIA COUNTY EXPENDITURE COMPARISON BY DIVISION/COST CENTER

			FISCAL YEAR 2020 FOR PERIOD END 3.31.2020					FISCAL YEAR 2019 FOR PERIOD END 3.31.2019			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 3.31.2020	FY20 Balance Remaining	% of budget utilized		FY19 Budget	FY19 Expenditures @ 3.31.2019	FY19 Balance Remaining	% of budget utilized
27	270103	TELECOMMUNICATIONS	772,110	375,855	396,255	49%		772,238	329,559	442,679	43%
29	290202	CARE & CUSTODY	7,595,380	3,384,483	4,210,897	45%		7,274,330	3,367,559	3,906,771	46%
29	290205	INMATE COMMISSARY	466,152	46,640	419,512	10%		433,381	53,712	379,669	12%
29	290206	PROFESSIONAL TRAIN	272,401	22,848	249,553	8%		330,356	62,160	268,196	19%
29	290208	ROAD PRISON REIMBU	2,131	-	2,131	0%		2,012	-	2,012	0%
29	290301	MISDEMEANOR PROBAT	1,194,286	486,443	707,844	41%		1,243,543	527,607	715,936	42%
29	290302	CHECK RESTITUTION	116,977	25,379	91,598	22%		114,495	48,926	65,569	43%
29	290304	COMMUNITY SERVICE	57,644	24,909	32,735	43%		56,474	23,306	33,168	41%
29	290305	RESIDENTIAL PROBAT	451,728	249,026	202,702	55%		500,172	220,338	279,834	44%
29	290306	PRE-TRIAL DIVERSIO	270,872	112,245	158,627	41%		257,786	103,938	153,848	40%
29	290307	PRE-TRIAL RELEASE	951,990	242,750	709,240	25%		982,849	290,063	692,786	30%
29	290309	JAGC-ESCA-1-Y5-014	47,213	-	47,213	0%		-	-	-	
29	290401	DETENTION	33,425,629	14,409,322	19,016,307	43%		33,332,211	14,692,037	18,640,174	44%
29	290402	INMATE MEDICAL	7,444,676	3,212,308	4,232,368	43%		7,350,256	2,963,040	4,387,216	40%
29	290406	DETENTION/JAIL COM	4,569,019	511,698	4,057,321	11%		4,388,262	667,344	3,720,918	15%
29	290407	DETENTION CAPITAL	443,332	417,505	25,827	94%		99,843	99,843	-	100%
29	290408	COUNTY JAIL FACILI	69,048,606	31,883,424	37,165,183	46%		126,865,553	14,409,289	112,456,264	11%
29	290501	FORENSIC MENTAL HE	51,828	19,560	32,268	38%		49,937	19,466	30,471	39%
31	310101	ADMINISTRATION	294,386	84,240	210,146	29%		318,805	84,663	234,142	27%
31	310202	CUSTODIAL	1,252,630	489,901	762,729	39%		1,203,658	471,409	732,249	39%
31	310203	FACILITIES MAINTEN	3,870,069	1,529,779	2,340,290	40%		3,794,945	1,655,906	2,139,039	44%
31	310204	FACILITIES PRIORIT	859,536	214,889	644,647	25%		668,927	82,314	586,613	12%
31	310205	DCAT-CONSTRUCTION	269,188	129,528	139,660	48%		259,385	124,891	134,494	48%
31	310207	FACILITIES UTILITI	4,678,643	1,757,016	2,921,627	38%		4,089,194	1,705,329	2,383,865	42%
32	320401	MASS TRANSIT OPERA	9,630,434	2,838,243	6,792,191	29%		-	-	-	
32	320402	PENSACOLA BEACH TR	179,432	50,920	128,512	28%		-	-	-	
32	320403	UWF TROLLEY	525,651	221,633	304,018	42%		-	-	-	
32	320404	COUNTY FLEET MAINT	420,850	80,302	340,548	19%		-	-	-	
32	320406	PARATRANSIT SERVIC	2,748,194	1,577,483	1,170,711	57%		-	-	-	
32	320407	MASS TRANSIT FLEET	2,111,268	924,355	1,186,913	44%		-	-	-	
32	320408	MASS TRANSIT ADMIN	616,410	230,015	386,395	37%		-	-	-	
33	330205	TRANSFERS	270,772	135,386	135,386	50%		266,256	133,128	133,128	50%
33	330206	FIRE DEPT PD	17,357,599	7,998,989	9,358,609	46%		17,081,140	7,979,576	9,101,564	47%
33	330209	PENSACOLABEACHFIRE	1,014,322	459,219	555,103	45%		992,288	463,126	529,162	47%
33	330228	FIRE SERVICES CAP	3,745,067	609,114	3,135,953	16%		885,378	211,383	673,995	24%
33	330232	HAZ MAT TECHNICAL	136,513	-	136,513	0%		-	-	-	
33	330302	OPERATIONS	19,768,475	7,455,258	12,313,217	38%		18,747,509	7,500,938	11,246,571	40%
33	330318	EMS COUNTY AWARD G	56,344	43,577	12,767	77%		26,995	26,994	1	100%
33	330323	HAZARDOUS MATERIAL	11,707	-	11,707	0%		26,756	5,604	21,153	21%
33	330324	HAZARDOUS MATERIAL	50,391	7,246	43,145	14%		51,390	-	51,390	0%
33	330371	TRANSFERS	2,751,345	1,375,673	1,375,673	50%		3,587,506	1,793,753	1,793,753	50%
33	330401	ADMINISTRATION	467,418	103,078	364,340	22%		263,527	111,051	152,476	42%
33	330402	EMERGENCY MANAGEME	320,358	46,524	273,834	15%		298,656	167,833	130,823	56%
33	330403	COMMUNICATIONS	2,616,530	1,165,825	1,450,705	45%		2,597,047	1,137,322	1,459,725	44%
33	330404	E-911 COMMUNICATIO	1,393,282	332,608	1,060,674	24%		1,339,637	306,944	1,032,693	23%
33	330405	DCA/CIVIL DEFENSE	21,957	-	21,957	0%		260,724	19,345	241,379	7%
33	330409	EMP FEDERAL GRANT	22,688	(436)	23,124	-2%		209,249	45,153	164,096	22%

ESCAMBIA COUNTY EXPENDITURE COMPARISON BY DIVISION/COST CENTER

			FISCAL YEAR 2020 FOR PERIOD END 3.31.2020				FISCAL YEAR 2019 FOR PERIOD END 3.31.2019			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 3.31.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 3.31.2019	FY19 Balance Remaining	% of budget utilized
33	330410	E-911-TRANSFERS	658,222	329,111	329,111	50%	658,222	329,111	329,111	50%
33	330412	DCA-CIVIL DEFENSE	84,226	59,434	24,792	71%	31,201	75	31,127	0%
33	330413	EMRG MGMT PERFRMNC	85,091	62,156	22,935	73%	100,956	-	100,956	0%
33	330416	E-911 STATE GRANT	606,466	202,155	404,311	33%	-	-	-	
33	330430	COMMUNITY EMERG RE	-	-	-		5,000	2,600	2,400	52%
33	330434	PUBLIC SAFETY CAP	13,750,524	2,880,922	10,869,601	21%	66,487	-	66,487	0%
33	330435	PUBLIC SAFETY CAP	513,880	454,763	59,117	88%	113,411	96,048	17,363	85%
33	330459	DOMESTIC SECURITY	-	-	-		2,984	-	2,984	0%
33	330492	CAT C - APRIL 2014	-	-	-		196	196	-	100%
33	330494	CAT E - APRIL 2014	14,189	-	14,189	0%	19,238	6,684	12,554	35%
33	330602	PS BUSINESS OPERAT	63,459	27,264	36,195	43%	62,047	25,802	36,245	42%
33	330603	EMS BILLING BUSINE	6,791,411	320,943	6,470,468	5%	6,793,379	334,841	6,458,538	5%
33	330801	SRI PUBLIC SAFETY	1,129,349	219,827	909,522	19%	1,066,399	229,265	837,134	21%
35	350204	LAKE STONE	55,638	23,007	32,631	41%	53,736	23,572	30,164	44%
35	350220	PARKS RECREATION	158,439	72,335	86,104	46%	153,514	72,290	81,224	47%
35	350221	PARKS CAPITAL PROJ	5,466,350	633,708	4,832,642	12%	2,841,655	121,375	2,720,280	4%
35	350222	EQUESTRIAN CENTER	697,424	173,788	523,636	25%	594,587	143,518	451,069	24%
35	350224	PARKS & REC SPECIA	21,444	2,000	19,444	9%	25,519	-	25,519	0%
35	350226	PARKS - MAINTENANC	1,291,594	510,548	781,046	40%	1,207,616	513,691	693,925	43%
35	350229	PARKS CAPITAL PROJ	1,038,477	2,125	1,036,352	0%	2,050,465	332,792	1,717,673	16%
35	350231	EQUESTRIAN CENTER	1,317	134	1,183	10%	82,094	48,654	33,440	59%
35	350232	ADULT SOFTBALL	44,776	16,817	27,959	38%	46,874	19,043	27,831	41%
35	350236	FISHING BRIDGE	93,032	13,100	79,932	14%	104,867	13,200	91,667	13%
35	350237	RENTS-PARK COMM CE	16,856	2,418	14,438	14%	13,499	4,006	9,493	30%
35	350238	MIRACLE LEAGUE OF	-	-	-		6,000	-	6,000	0%
35	350239	NRDA INNERTY PARK	605,000	-	605,000	0%	-	-	-	
36	360101	TOURIST PROMOTION	9,670,785	4,408,111	5,262,674	46%	7,645,026	4,068,584	3,576,442	53%
36	360102	TOURIST PROMOTION-	1,500,000	750,000	750,000	50%	2,490,307	1,245,154	1,245,153	50%
36	360103	BP - OIL SPILL GR	35,264	-	35,264	0%	35,264	-	35,264	0%
36	360105	FOURTH CENT PROJEC	3,784,403	124,524	3,659,879	3%	3,456,658	186,381	3,270,277	5%
36	360301	PUBLIC HEALTH UNIT	337,649	168,824	168,825	50%	337,649	168,824	168,825	50%
36	360401	CIVIC CENTER-ADMIN	8,173,831	3,659,907	4,513,924	45%	7,502,722	3,297,639	4,205,083	44%
36	360402	CIVIC CENTER-CAPIT	1,510,000	1,314,141	195,859	87%	1,710,000	1,310,000	400,000	77%
36	360704	ECON DEV OPERATING	400,276	6,962	393,315	2%	392,036	-	392,036	0%
37	370101	NEIGHBRHOD&HUMAN S	521,247	135,686	385,561	26%	695,794	291,397	404,397	42%
37	370102	PUBLIC SOCIAL SERV	1,166,225	56,350	1,109,875	5%	816,225	217,630	598,595	27%
37	370104	SAFE NEIGHBORHOOD	492,957	55,214	437,743	11%	387,371	29,701	357,670	8%
37	370105	COMMUNITY CENTER R	16,466	1,010	15,456	6%	16,183	3,108	13,075	19%
37	370106	COMMUNITY CENTERS	488,448	(62)	488,510	0%	57,845	13,250	44,595	23%
37	370107	COMMUNITY CENTERS	467,486	46,785	420,701	10%	110,856	40,311	70,545	36%
37	370110	CRA ADMINISTRATION	520,232	213,815	306,417	41%	481,188	224,629	256,559	47%
37	370111	NEIGHBORHOOD RESTO	5,399	(1,274)	6,673	-24%	26,991	8,621	18,370	32%
37	370112	CRA DONATIONS	12,501	-	12,501	0%	1	-	1	0%
37	370113	CRA BROWNSVILLE	675,971	75,634	600,337	11%	627,453	178,219	449,234	28%
37	370114	CRA WARRINGTON	1,961,858	270,222	1,691,636	14%	1,672,284	206,937	1,465,348	12%
37	370115	CRA PALAFOX	1,609,905	453,707	1,156,197	28%	1,543,123	45,817	1,497,306	3%
37	370116	CRA BARRANCAS	484,359	48,375	435,984	10%	598,245	244,044	354,201	41%

ESCAMBIA COUNTY EXPENDITURE COMPARISON BY DIVISION/COST CENTER

			FISCAL YEAR 2020 FOR PERIOD END 3.31.2020				FISCAL YEAR 2019 FOR PERIOD END 3.31.2019			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 3.31.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 3.31.2019	FY19 Balance Remaining	% of budget utilized
37	370117	CRA ENGLEWOOD	521,548	37,247	484,301	7%	329,069	30,047	299,022	9%
37	370118	CRA CANTONMENT	253,817	16,229	237,588	6%	135,576	8,824	126,752	7%
37	370119	CRA ENSLEY	445,760	70,959	374,801	16%	212,801	25,228	187,573	12%
37	370120	CRA ATWOOD	166,062	10,029	156,033	6%	58,012	13,016	44,996	22%
37	370121	CRA OAKFIELD	141,822	44,699	97,123	32%	75,026	1,888	73,138	3%
37	370204	SHIP 2017 GRANT AD	-	-	-		1,204,499	289,883	914,616	24%
37	370205	SHIP 2018 GRANT AD	1,115,106	680,460	434,646	61%	1,447,559	159,034	1,288,525	11%
37	370206	SHIP 2019 GRANT AD	577,840	(6,632)	584,472	-1%	671,800	21,316	650,484	3%
37	370207	SHIP 2020 GRANT AD	1,449,576	26,012	1,423,564	2%	-	-	-	
37	370213	BROWNFIELD/ROMANA-	186,393	-	186,393	0%	181,031	3,450	177,581	2%
37	370218	CDBG 2013 OTHR ACT	15,689	-	15,689	0%	15,689	-	15,689	0%
37	370219	CDBG 2014 ADMIN/PL	43,250	565	42,685	1%	49,703	2,881	46,822	6%
37	370221	CDBG 2014 OTHR ACT	51,838	2,360	49,478	5%	93,364	11,056	82,308	12%
37	370222	CDBG 2015 ADMIN	61,927	7,450	54,477	12%	65,266	1,151	64,115	2%
37	370223	CDBG 2015 HOUSING	-	-	-		225,500	115,475	110,025	51%
37	370224	CDBG 2015 OTHER	65,712	-	65,712	0%	312,039	140,985	171,054	45%
37	370226	CDBG 2016 ADMIN PL	26,706	11	26,695	0%	27,886	909	26,977	3%
37	370227	CDBG 2016 HOUSING	325,000	98,205	226,795	30%	373,896	-	373,896	0%
37	370228	CDBG 2016 OTHER AC	24,974	2,696	22,278	11%	45,600	10	45,590	0%
37	370229	CDBG 2017 ADMIN/PL	57,968	2,401	55,567	4%	34,797	4,866	29,931	14%
37	370230	CDBG 2017 HOUSING	351,368	700	350,668	0%	351,368	-	351,368	0%
37	370231	CDBG 2017 OTHER AC	586,298	97,090	489,208	17%	630,325	25,669	604,656	4%
37	370232	CDBG 2018 ADMIN/PL	317,879	17,290	300,589	5%	1,110,786	154,883	955,903	14%
37	370233	CDBG 2018 HOUSING	393,015	8,075	384,940	2%	441,564	22,159	419,405	5%
37	370234	CDBG 2019 ADMIN/PL	1,284,463	153,054	1,131,409	12%	-	-	-	
37	370235	CDBG 2019 HOUSING	150,000	22,934	127,066	15%	-	-	-	
37	370260	HUD HOME PROGRAM	339,335	25,000	314,335	7%	100,000	7,376	92,624	7%
37	370265	2013 HUD CONSORTIU	25,000	-	25,000	0%	85,308	-	85,308	0%
37	370266	2014 HUD CONSORTIU	423,109	9,429	413,680	2%	587,169	12,500	574,669	2%
37	370267	2015 HUD CONSORTIU	570,463	3,966	566,497	1%	623,875	-	623,875	0%
37	370268	2016 HUD CONSORTIU	637,995	-	637,995	0%	774,688	2,624	772,064	0%
37	370269	2017 HUD CONSORTIU	772,870	20,000	752,870	3%	792,026	19,156	772,870	2%
37	370270	2018 HUD CONSORTIU	1,093,475	-	1,093,475	0%	1,199,416	44,045	1,155,371	4%
37	370271	2019 HUD CONSORTIU	1,094,533	30,334	1,064,199	3%	-	-	-	
37	370290	ESC AFFORDABLE HOU	1,764,430	21,234	1,743,196	1%	1,663,567	21,617	1,641,951	1%
37	370291	CDBG LOAN REPAYMEN	203,596	6,822	196,775	3%	157,610	-	157,610	0%
37	370293	HUD ER SOLUTIONS	113,219	-	113,219	0%	113,219	-	113,219	0%
38	380201	PUBLIC INFORMATION	420,863	137,100	283,763	33%	425,499	170,106	255,393	40%
41	410141	FAMILY MEDIATION	96,608	532	96,076	1%	96,517	830	95,687	1%
41	410147	JUDICIAL CAP IMP L	2,607,992	480,119	2,127,873	18%	1,854,545	280,512	1,574,034	15%
41	410149	JUDICIAL CAP IMP L	(6,139)	-	(6,139)	0%	-	-	-	
41	410201	ADMINISTRATION	1,032,864	516,432	516,432	50%	797,614	308,919	488,695	39%
41	410306	SAO-ESCAMBA CIRCUI	375,800	204,329	171,471	54%	415,498	126,706	288,792	30%
41	410309	SAO-SANTA ROSA TEC	90,101	90,091	10	100%	104,213	89,366	14,847	86%
41	410310	SAO-OKALOOSA TECHN	110,831	110,789	42	100%	34,233	97,328	(63,095)	284%
41	410311	SAO-ESCAMBIA COMMU	40,711	19,330	21,381	47%	36,711	17,628	19,083	48%
41	410312	SAO-WALTON COMMUNI	89,021	79,791	9,230	90%	82,648	52,493	30,155	64%

ESCAMBIA COUNTY EXPENDITURE COMPARISON BY DIVISION/COST CENTER

			FISCAL YEAR 2020 FOR PERIOD END 3.31.2020				FISCAL YEAR 2019 FOR PERIOD END 3.31.2019			
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41	410407	PD-ESCAMBIA ADMINI	128,224	56,917	71,307	44%	117,167	55,586	61,581	47%
41	410412	PD-SANTA ROSA TECH	103,413	60,879	42,534	59%	118,892	55,125	63,767	46%
41	410413	PD-OKALOOSA TECHNO	93,002	63,343	29,659	68%	96,868	58,455	38,413	60%
41	410414	PD-ESCAMBIA COMMUN	26,300	1,067	25,233	4%	24,350	1,514	22,836	6%
41	410415	PD-WALTON COMMUNIC	74,197	39,449	34,748	53%	62,335	24,932	37,403	40%
41	410501	LOCAL OPTIONS	946,612	88,252	858,360	9%	886,025	83,145	802,880	9%
41	410502	JUVENILE PROGRAMS	707,835	46,124	661,711	7%	749,673	47,926	701,747	6%
41	410503	CA-ESCAMBIA TECHNO	479,201	173,910	305,291	36%	570,409	209,589	360,820	37%
41	410505	COURT SECURITY	486,250	139,417	346,833	29%	474,250	136,304	337,946	29%
41	410506	ADMINISTRATION - C	20,620	10,195	10,425	49%	20,620	11,155	9,465	54%
41	410507	OTHER ARTICLE V CO	1,961,671	439,525	1,522,146	22%	1,874,793	466,100	1,408,693	25%
41	410514	JUVENILE ALTERNATI	85,500	14,802	70,698	17%	85,500	14,967	70,533	18%
41	410515	CA-SANTA ROSA TECH	364,953	68,937	296,016	19%	461,897	68,472	393,425	15%
41	410516	CA-OKALOOSA TECHNO	275,507	88,985	186,522	32%	381,083	127,550	253,534	33%
41	410517	CA-WALTON TECHNOLO	46,981	-	46,981	0%	43,218	-	43,218	0%
41	410518	MENTAL HEALTH COUR	64,527	24,094	40,433	37%	63,040	24,339	38,701	39%
41	410559	DRUG ABUSE TRUST F	192,517	5,140	187,377	3%	202,486	4,480	198,006	2%
41	410567	DRUG CT TREATMENT	178,949	473	178,476	0%	161,504	1,852	159,652	1%
41	410701	LAW LIBRARY	85,500	41,052	44,448	48%	85,500	42,538	42,962	50%
41	410802	LEGAL AID	124,688	21,196	103,492	17%	124,688	54,081	70,607	43%
51	510101	ADMINISTRATION	6,299,541	3,149,770	3,149,771	50%	6,179,397	4,634,547	1,544,850	75%
52	520101	ADMINISTRATION	4,887,381	2,443,690	2,443,691	50%	5,634,025	2,317,012	3,317,013	41%
53	530101	ADMINISTRATION	3,571,044	1,584,774	1,986,270	44%	2,995,100	1,497,550	1,497,550	50%
54	540101	ADMINISTRATION	60,255,850	30,489,573	29,766,277	51%	57,657,330	29,202,335	28,454,995	51%
54	540103	LAW ENFORCEMENT TR	291,607	274,400	17,207	94%	436,625	211,200	225,425	48%
54	540104	HANDICAPPED PARKIN	87,180	-	87,180	0%	95,722	-	95,722	0%
54	540112	DEPUTY TRAINING -	529,879	-	529,879	0%	481,642	-	481,642	0%
54	540113	SHERIFFS CAP PROJE	8,256,841	1,839,125	6,417,716	22%	8,243,678	1,485,539	6,758,139	18%
54	540115	SHERIFFS CAP PROJE	-	-	-		-	632,864	(632,864)	
54	540198	JAG #2016-DJBX-108	-	-	-		91,296	42,861	48,435	47%
54	540199	JAG#2017-DJBX-0830	50,738	25,334	25,404	50%	-	-	-	
54	540301	ADMINISTRATION	3,359,313	1,679,657	1,679,657	50%	3,431,269	1,715,634	1,715,635	50%
55	550101	ADMINISTRATION	2,806,125	1,074,021	1,732,104	38%	2,387,485	1,239,395	1,148,090	52%
55	550120	SOE SECURITY GRANT	-	-	-		108,225	77,656	30,569	72%
55	550125	FEDERAL ELECTIONS	36,478	4,273	32,205	12%	11,462	11,418	44	100%
			$ 800,529,658	**$ 237,153,233**	**$ 563,376,425**	**30%**	**$ 856,368,474**	**$ 265,712,925**	**$ 590,655,549**	**31%**
		CURRENT ENCUMBRANCES:		86,978,168						
				$ 324,131,401		**40%**				

Agency Name: ACTS
FY 19/20 Appropriation Amount $20,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Reduce Unemployment Rate by at Least 50%				
Clients Placed In Permanent Jobs	34	111	76	46.05%
Decrease Crime in Escambia County				
Clients Who Completed Behavior Modification Classes	31	88	75	17.33%
Enhance Public Safety / Permanent Housing				
Clients Placed in Permanent Housing	11	33	18	83.33%

Agency Name: BRACE
FY 19/20 Appropriation Amount $100,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Reduce Loss of Life/Injury/Property Damage/Economic Loss/Environmental				
Impact of Future Disasters by 10% by Engaging Local Organizations,				
National Organizations and Volunteers				
Volunteers Attending Training	142	333	146	128.08%
Volunteer Training Hours	2,344	3,693	2,223	66.13%
Volunteers Capable to Mobilize and Engage (No Major Disaster 17/18 and 18/19)	30,000+	30,000	30,000	0.00%
Volunteers Mobilized (Hurricanes Irma, Michael and Nate)	92	520	82	534.15%
Enhance the Disaster Resilience of Escambia County by 20%				
Outreach Events to Inform, Educate and Train Residents	102	232	76	205.26%
Residents Attending Outreach Events	8,013	7,053	2,838	148.52%
Establish a Culture of Emergency Preparedness by Increasing Youth Engagement by 20%				
Children and Youth Attending Emergency Preparedness Activities	99	0	1,250	

Agency Name: Council on Aging
FY 19/20 Appropriation Amount $45,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Increase the # of New Participants Who Gain Access to Quality Food by 5%				
and Enhance the Quality of Life and Independence for Aging Adults				
# of New Participants	296	404		
Senior Dining Site Participants	1,006	1,162	1,101	5.54%
Senior Dining Site Meals Served	40,860	83,954	90,679	-7.42%
Meals on Wheels Participants	307	448	432	3.70%
Meals On Wheels Delivered	50,200	117,586	123,007	-4.41%
Case Management Recipients	190	255	214	19.16%
Case Management Hours	1,465.50	3,318	2,993	10.86%
Companionship Recipients	85	107	82	30.49%
Companionship Hours Provided	13,378.50	25,568	21,659	18.05%
In-Home Services Recipients	171	253	217	16.59%
In-Home Services Hours	34,650.25	77,400	69,400	11.53%

Agency Name: Community Health NWFL – Escambia Community Clinics
FY 19/20 Appropriation Amount $455,100.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Continue to be the Major Provider of Outpatient Primary and				
Preventive Health Care Services for Uninsured, Underinsured				
and the Medically Needy of Escambia County				
Number of Charitable Visits	8,135	29,232	31,090	-5.98%
Expense per Charitable Visit	$200.49	$193.59	$183.64	5.42%
Value of Care Provided through Charitable Support of Escambia County	$1,630,986	$5,659,023	$5,709,368	-0.88%
Total Number of Patients	21,877	46,433	40,521	14.59%
Total Number of Visits	42,759	146,500	124,248	17.91%

Agency Name: Gulf Coast Kids House
FY 19/20 Appropriation Amount - $135,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Identification and Intervention				
Supplement Child Abuse Investigations Ensuring 98% of Florida Abuse	100%	100% Reviewed	100% Reviewed	
Hotline Reports are Reviewed within 4 Business Days to Determine if				
Forensic Services are Warranted				
Ensure 90% of Written Assessment Reports will be Provided to Involved	99%	98% Provided	97% Provided	
Entities within 10 Business Days				
Total Exams	112	473	642	-26.32%
Prevention				
Provide Training and Ongoing Consultation Sessions	11	31	29	6.90%
Provide Court Testimony	4	41	57	-28.07%

Agency name: Gulf Coast Veterans Advocacy Council Inc
FY 19/20 Appropriation Amount – $5,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Relieve Hardship of Daily Living for Homeless Veterans				
and their Families				
Number of Veterans and Families Helped	1,005	300	100	200.00%
Present Events for Veterans and their Families				
Veterans Day Parade Number of Veteran Attendees	5,200	3,000	3,000	0.00%
Veterans Day Parade Number of Citizen Attendees	4,500	2,500	2,500	0.00%
Veterans Day Parade Number of Organizations Participating	130	50	50	0.00%
Homeless Veterans Stand Down	210	Unavailable	175	
Provide Support for Veterans Benefits and VA Health Care				
System Registration				
Number of Veterans Helped with Benefits and Health Care	856	98	90	8.89%

Agency Name: James B Washington Education and Sports
FY 19/20 Appropriation Amount – $15,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Improve Graduation Rate by at Least 40%				
Decrease the Dropout Rate Among At-Risk Students by 40%				
Decrease the Number of At-Risk Youths in the Juvenile Justice				
System by 40%				
Academic Tutorial Program	15	48	17	182.35%
Summer Youth Enrichment Life Skills Program	0**	16	12	33.33%
Forums				
Father and Son Empowerment Forum	18	33	15	120.00%
Mighty Titans Basketball Camp** and Team Attendees***	0**	181	89	103.37%
Winter League Basketball	33			
Martin Luther King Parade Day (Jan 20)	24			
Field Trip-Civil Rights Museum, Montgomery, AL (Feb 17)	16			
Food Pantry Delivery for Youth & Elderly	28			
1st Annual Awards Banquet (Mar 27) (Postponed due to COVID-19)	-125			
*Begins July 2020 **Begins June 2020 ***Team Attendees/Fall & Winter				

Agency Name: Legal Services of North Florida, Inc.
FY 19/20 Appropriation Amount
General Fund $19,594.00; Article V $42,750.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Improve Housing Stability of Families in Escambia County by 60%				
Number of Cases	129	351	292	20.21%
Closed Cases	81	275	241	14.11%
Improve Financial Stability of Families in Escambia County by 60%				
Number of Cases	44	207	209	-0.96%
Closed Cases	43	145	171	-15.20%
Improve the Safety and Health of Families / Households in				
Number of Cases	99	541	440	22.95%
Closed Cases	114	402	324	24.07%

Agency Name: New World Believers
FY 19/20 Appropriation Amount – $5,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Address the Violence Perpetrated by Youth Offenders				
and Reduce in school and out of school conflict, reduce				
negative law enforcement interactions and reduce risky				
behaviors.				
Number of Youth in Program	70	70	60	16.67%
% of Youth in Program who Reduced School Referrals	85%	70%	85%	-17.65%
% of Youth in Program without a New Law Infraction	85%	80%	85%	-5.88%
% of Youth in Program who did not Use a Substance	90%	90%	85%	5.88%
Numbers reflect youth that have been in the program for 90 days and are consistently working towards goals that reduce law enforcement contact.				

Agency Name: Northwest Florida Legal Services
FY 19/20 Appropriation Amount
General Fund $19,594.00; Article V - $42,750.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Assist 30 Families with Stabilization of House for 6 Months				
with Landlord/Tenant and Foreclosure Assistance				
Number of Families Avoided Eviction or Foreclosure	30	86	46	86.96%
Assist 30 Families with Stabilization of Family Finances				
Number of Families that Avoided Financial Crisis	25	27	27	0.00%
Assist 30 Families with Legal Documents to Stabilize their				
Family				
Number of Families who Avoid Crisis or State Intervention	18	105	41	156.10%

Agency Name: Pathways for Change
FY 19/20 Appropriation Amount
Inmate Housing $168,750.00; Program $175,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Reduce Recidivism so Clients do not Return to Jail, reduce				
the Cost of Inmate Housing by Placing Clients at the County				
Work Release Center, and Reduce Crime with Successful				
Graduates of the Program and Community Re-Entry.				
Number of Clients in Program	21	34	28	21.43%
Number of Clients who Completed the Program	4	13	9	44.44%
Number of Clients who Received their GED	0	1	3	-66.67%
Clients Graduated/Remaining Rate %	77%	81%	78%	3.85%
Clients who were actively monitored and provided clinical				
and re-entry services	8	8		

Agency Name: Pensacola Caring Hearts
FY 19/20 Appropriation Amount – $13,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Reduce Food Insecurities in Escambia County				
Families Helped Annually (Not SNAP Eligible)	5,000	5,000	5,000	0.00%
Families Helped Monthly	416	5,000	5,000	0.00%
Amount of Food Distributed in Pounds Annually	120,000	120,000	120,000	0.00%
Amount of Food Distributed in Pounds Monthly	20,000	10,000	10,000	0.00%

Agency Name: Chain Reaction
FY 19/20 Appropriation Amount – $19,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Increase Teens' Service and Connection to the				
Community				
Number of Members	230	273	225	21.33%
Service Project Hours	9,127	7,550	9,208	-18.01%
Increase Teens' Leadership Development				
Internships	48	48	44	9.09%
Completed Work Resumes	144	142	128	10.94%
Increase Teens' College Preparedness				
Amount of College Scholarships Acquired	1,802,855	$1,400,000	$1,192,920	17.36%

Agency Name: Studer Agency - Brain Bag Project and Parent Outreach Programs
FY 19/20 Appropriation Amount – $20,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Provide Life Skills, Tools and Training for Early Childhood Development				
Number of Parents who Received a Brain Bag (Given by Hospitals)	1,306	6,000	3,838	56.33%
Develop Tools Techniques and Programs for Parents to Understand the Critical Role they Play in Early Brain Development				
Number of Parents/Grandparents attending at least one Outreach Session	10	150	44	240.91%
Certificate of Completion Awards (18 Weeks)	2	80	25	220.00%
Gainful Employment from Parent Outreach Program	2	20	8	150.00%
Enrolled in GED Classes or PSC	0	10	2	400.00%
Increase Kindergarten Readiness Rate by 30% in 5 Years		Unavailable	N/A	

Agency Name: United Way
FY 19/20 Appropriation Amount – $90,725.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Increase School Readiness for Success in School, Improve Individuals Health with Access to Healthcare, Improve Individuals Socioeconomic Status				
Day Care/ Summer Camp	*	29,374	29,088	0.98%
Academic/ Service Learning	*	4,139	4,210	-1.69%
Advocacy/ Counseling/Life Skills	*	5,464	5,508	-0.80%
Medical Care	*	583	530	10.00%
Total Hours:	*	39,560	39,336	0.57%
Meals Served	*	24,694	24,329	1.50%
Shelter Nights	*	209	161	29.81%
GED Exam Courses	*	63	61	3.28%
County Funding	*			
Estimated Local/ State/Fed Match	*	$215,210.00	$211,209.00	1.89%

*United Way does not have anything to report at this time because funds had not been awarded during this time period, therefore they have not drawn down the grant funds. United Way has received the grant funds and have awarded them to 11 certified agencies.

Agency Name: Wildlife Sanctuary
FY 19/20 Appropriation Amount – $35,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Provide a Hospital Setting to Rehab/Assist Injured and Orphaned Wildlife				
Number of Wildlife Helped	470	3,000	3,042	-1.38%
Volunteer Hours	1,418.75	6,048	5,342	13.22%
Educate in Order to Foster Public Awareness, Public Safety and Appreciation of Wildlife				
Residents Reached through Educational Efforts	14,536	24,000	12,500	92.00%

Agency Name: 211 (First Call for Help)/United Way)
FY 19/20 Appropriation Amount – $25,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Maintain a High Level of Customer Satisfaction for Individuals who Contact 2-1-1 for Assistance				
Calls Received over 7 Counties	12,979	21,650	21,662	-0.06%
Calls Received from Escambia County	8,537	16,306	17,888	-8.84%
Number of Adults in Need from Calls Received	10,763	20,537	20,154	1.90%
Number of Children in Need from Calls Received	7,198	14,151	14,428	-1.92%
Number of Seniors in Need from Calls Received	1,497	1,822	2,292	-20.51%
Number of Veterans in Need from Calls Received	656	485	642	-24.45%
2-1-1 Website Visits	102,216	156,088	139,082	12.23%
Sources Available through 2-1-1	1,595	2,100	2,100	0.00%
Number of Hurricane Michael disaster related calls received the first 10 weeks post landfall by 2-1-1	---	22,447	0	100.00%
NWFL, INDEPENDENT of the strictly 2-1-1 calls reported above				
Total calls received by 2-1-1 NWFL combined	12,979	44,097		

Agency Name: Visit Pensacola
FY 19/20 Appropriation Amount – $6,449,534.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19*	FY17/18	% Change
# of Visitors	798,592	$2,909,359	2,330,000	-14.16%
Direct Spending	202,591,085	644,000,000	839,000,000	-23.24%
TDT Collections	1,581,751	12,335,694	11,600,000	-42.24%
Occupancy	55%	70%	64%	14.06%
Average Daily Rate (ADR)	$92.27	$114.60	$ 126.73	-0.53%
Revenue Per Available Room (RevPar)	$50.68	$102.23	$ 77.96	18.07%
Length of Stay	7.7	5.9	4.9	36.73%
Average Spend Per Party/Per Trip	1,208.70	$1,381.00	$ 1,989.00	-30.42%
First-Time Visitors	25%	31%	35%	-20.00%

Agency Name: African American Heritage Society
FY 19/20 Appropriation Amount – $30,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Increase Programs and Events for Cultural Tourism				
African American Heritage Society Center Visitors	60 Due to Covid-19	1,200	400	200.00%
Enhance Programs that Diversity and Further The Society's				
Cultural Tourism Potential (Examples)				
Coulson House Museum Visitors	60 Due to Covid-19	1,269	400	217.25%
Foo Foo Festival Storytell Program Attendees	N/A	294	100	194.00%
Martin Luther King Plaza Presentation/Discussion	--	10	75	-86.67%
Escambia County Black History Month Program	150	106	85	24.71%
Gallery Talk	Rescheduled due to Covid-19	120	0	100.00%
Satisfy Community Development Needs	--	1,269	3	42200.00%
Increase Partnerships with Local Diverse Institutions to				
UWF Historic Trust: Black Citizenship Exhibit	n/a	n/a		

Agency Name: Naval Flight Academy
FY 19/20 Appropriation Amount – $100,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Provide a Showcase Experience and International Exposure				
for Pensacola and Escambia County				
Number of States Students From	AL, FL, GA, MS, PA	45	46	-2.17%
Number of Foreign Countries Students From	0	17	13	30.77%
Number of US Territories Students From	0	1	2	-50.00%
Number of Students	523	3,501	3,478	0.66%
Number of Students from Escambia County	110	944	854	10.54%
Expose Youth to STEM and Aviation-Related Employment in				
Our Immediate Area				
Inspire and Mentor Students with a Proactive Interest in STEM and Improve their Performance in School				

Agency Name: West Florida Historic Preservation Inc
FY 19/20 Appropriation Amount – $200,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Education School Children/Families about Escambia Co				
Number of School Children Served	3,175	14,500	13,208	9.78%
Attract and Share Art and History with the Tourism Audience				
Number of Site Visitors	11,387	178,933	173,578	3.09%
Collect, Preserve, Interpret and Share the Art and History of				
Escambia County/Northwest Florida				
Number of Volunteers	26	94	40	135.00%
Number of Volunteer Hours	929.75	7,200	6,600	9.09%

Agency Name: Gulf Coast Minority Chamber
FY 19/20 Appropriation Amount – $60,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change	# Change
Increase in Registered Businesses					
Minority	314	219	65	236.92%	154
Women Owned Small Business	352	230	79	191.14%	151
Veteran Owned Small Business	133	87	38	128.95%	49
Economically Disadvantaged Woman Owned Small Business	49	0	0	0.00%	0
Service Disabled Veteran Owned Small Business	61	45	20	125.00%	25
African	142	102	34	200.00%	68
Hispanic	76	49	9	444.44%	40
Asian	65	44	15	193.33%	29
Native	26	19	4	375.00%	15
County Contracts Issued/Minorities					
Minority	0	0	0	0.00%	0
Women	0	0	0	0.00%	0
Veteran	0	0	0	0.00%	0
Service	0	0	0	0.00%	0
Disabled	0	0	0	0.00%	0
African	0	0	0	0.00%	0
Hispanic	0	0	0	0.00%	0
Asian	0	0	0	0.00%	0
Native	0	0	0	0.00%	0
Other Metrics & ROI					
Memberships	235	211	178	11.64%	22
Contacts (not members but receive communication	946	825	775	6.45%	60

Agency Name: PEDC
FY 19/20 Appropriation Amount – $600,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Business Development by Increasing the Number of				
Primary Sector Jobs	**Estimate**			
Economic impact estimates	54,699,000.00	764,000.00	33,500.00	2180.60%
Number of new jobs created	125	1,375.00	132.00	941.67%
Cost per job	1,200.00	360.00	3,787.00	-90.49%
Workforce Development /Career Academy Enrollment	5697 *Preliminary Estimate	10,602.00	6,161.00	72.08%
Number of new businesses created	2	8	4	100.00%
State/Federal funds received	5,000,000.00 *Grant Applications	0.00	3,100,000.00	-100.00%

Agency Name: Jr Achievement
FY 19/20 Appropriation Amount – $20,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Increase the Understanding and Importance of Personal				
Finance for K-12 Students				
Number of Classrooms Reached	35	101	105	-3.81%
Number of Students Impacted	780	1,531	1,601	-4.37%
Increase the Understanding of Workforce Preparedness				
for Students who Represent the Future Workforce				
and Enhance their Employability				
Increase Awareness of Career Choices				

(6 classes) Workman Middle School 6th grade- *Economics for Success* program: 115 students
(7 classes) Beulah Middle School 6th grade- *Economics for Success* program: 192 students
(6 classes) Ferry Pass Middle School 6th grade- *Economics for Success* program: 137 students (3 classes) Cordova Park 3rd grade- *Our City* program: 32 students
(1 class) Myrtle Grove Elementary School 1st grade- *Our Families* program: 22 students (5 classes) Beulah Elementary 5th grade- *Our Nation* program: 125 students
(4 classes) Oakcrest Elementary 5th grade- *More than Money* program: 84 students
(2 classes) West Florida High School 9th grade- *Career Success* program: 56 students (1 class) AK Suter Elementary School 3rd grade- *Our City* program: 17 students
Students: 780 students
Classes:35

Taught in the fall semester of 2019 for Escambia County School District.

Agency Name: School Readiness Program
FY 19/20 Appropriation Amount – $238,875.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Enroll Children in Quality Childcare				
Number of Children Enrolled in Childcare	103	85	68	25.00%
Total Number of Children Served	3,239	4,910	4,690	4.69%
Number of Parents Able to Obtain Employment	1,177	1,973	2,377	-17.00%
Increase the Percentage of Children to be Ready to				
Start Kindergarten				

Agency Name: Keep Pensacola Beautiful
FY 19/20 Appropriation Amount – $51,000.00

Goals & Metrics Scorecard:	2nd Quarter FY To Date	FY18/19	FY17/18	% Change
Provide and Increase the Number of Adopt-A-Spot				
Program				
Number of Adopt-A-Spot Groups	20	20	19	5.26%
Number of Pounds of Litter Removed by Adopt-A-Spot	125	6,007	7,500	-19.91%
Work with Escambia County to Help with Roadside Litter				
and Blighted Properties				
Pounds of Roadside Litter Removed	12,965	18,766	20,000	-6.17%
CRA Cleanups	3	8	10	-20.00%
Code Enforcement Calls	1	5	3	66.67%
Court Ordered Community Service Hours	828	3,392	3,768	-9.98%
Reduce Litter in the Community with Removal and				
Efforts and Behavior Change				
America Recycles Day Event to Dispose of Old Tires **(N/A-did not perform this same event for ARD)**	48	0	250	-100.00%
Ink Cartridges Recycled	601	446	300	48.67%

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17897 **County Administrator's Report 11. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Supplemental Budget Amendment #129 - 4-H Foundation Funding to Purchase a Super Cab Truck
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Supplemental Budget Amendment #129, 4-H Foundation Funding to Purchase a Super Cab Truck, Nick Simmons Extension Services Division Manager - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #129, General Fund (001), in the amount of $28,311, to recognize funding from the Escambia County 4-H Foundation to purchase a super cab truck for the 4-H Program Assistant at Extension Services.

BACKGROUND:
Escambia County Extension Services received funds from the 4-H Foundation to purchase a super cab truck to be used by the 4-H Program Assistant. The truck will be used at the 4-H property located in Molino to provide property maintenance, haul heavy equipment and animals as needed to support 4-H.

BUDGETARY IMPACT:
This Amendment will increase Fund 001 by $28,311.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board per F.S. 129.06 - Execution and Amendment of Budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 129

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 has received a check from the 4-H Foundation in order for Extension Services to purchase a F-250 super cab pickup truck, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

General Fund	001
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
4-H Foundation Contributions	001	337111	28,311
Total			**28,311**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Machinery & Equipment	001/221201	56401	28,311
Total			**28,311**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

RH 5/8/2020 SMH 5/8/2020
OMB Approved

Supplemental Budget Amendment
#129

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17898 **County Administrator's Report 11. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Supplemental Budget Amendment #130 - CARES Act Provider Relief Funds
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #130, John Dosh, Interim Public Safety Department Director - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #130, Emergency Medical Services (Fund 408), in the amount of $395,998, to recognize Coronavirus Aid, Relief, and Economic Security (CARES) Act Provider Relief Funds received from the US Department of Health and Human Services through United Health Group, and to appropriate these funds for health care related expenses or lost revenues that are attributable to coronavirus.

BACKGROUND:

On April 17, 2020, Escambia County received $395,998 in CARES Act Provider Relief Funds from the US Department of Health and Human Services, through UnitedHealth Group. These funds are allocated to Medicare facilities and providers impacted by COVID-19, based on eligible providers' 2018 net patient revenue. Large organizations receive payments for each of their billing TINs that bill Medicare, which is EMS for Escambia County.

These payments are not loans and will not need to be repaid. Funds are meant for health care related expenses or lost revenues that are attributable to coronavirus.

BUDGETARY IMPACT:

This Amendment will increase Fund 408 by $395,998.

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 #130

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 budget.

WHEREAS, Escambia County has received CARES Act Provider Relief funds from the US Department of Health and Human Services, through UnitedHealth Group, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Emergency Medical Service	408
Fund Name	**Fund Number**

Fund Name	Account Name	Account Code	Amount
408/Emergency Medical Service	EMS CARES Act	331295	$395,998
Total			$395,998

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
408/Emergency Medical Service	330305/EMS CARES Act	55201/Operating Supplies	$395,998
Total			$395,998

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Sharon Harrell Digitally signed by Sharon Harrell Date: 2020.05.08 16:37:12 -05'00'

OMB Approved

Supplemental Budget Amendment
#130

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17908 **County Administrator's Report 11. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: SBA#132 - Sheriff's Off-Duty Officer Reimbursements, Public Records, Auto Repairs, Misc. Fees, and Investigation Costs
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #132, Sheriff's Department, Henrique Dias, Chief Financial Officer - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #132, General Fund (001), in the amount of $21,824, to recognize the Sheriff's off-duty officer, public records, auto repairs, miscellaneous reimbursements/fees, and investigative costs, and to appropriate these funds back into the Sheriff's 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 $21,824. 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 $21,824.

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!32

SBA#132 back up

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
Fund Name	**Fund Number**

Fund Name	Account Name	Account Code	Amount
001 / General Fund	Miscellaneous - Sheriff Fees	369939	$21,582
001 / General Fund	Investigative Costs	341525	$242
Total			**$21,824**

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
001 / General Fund	540101 / Administration	59703 / Operating Expenses	$21,824
Total			**$21,824**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

Adopted

Sharon Harrell Digitally signed by Sharon Harrell Date: 2020.05.13 10:05:22 -05'00'

OMB Approved

Supplemental Budget Amendment
#132

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

TO: The Board of County Commissioners

THRU: Sharon Harrell

FROM: Henrique Dias, CFO

DATE: 8 May 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 **$21,823.85** for **April 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

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

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028199

Account	*Purchase Order*	*Invoice Number*	*Amount*	*Description*
001 208201		20 MAY-04	16,444.50	EDE APR20

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 05/07/20 CHECK NO. 10028199

AMOUNT $ ****16,444.50*

PAY THE SUM OF SIXTEEN THOUSAND, FOUR HUNDRED FORTY FOUR DOLLARS & 50 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10028199⑈ 063013924:674869787 8⑈

Print Mail 1-866-667-2861

U.S. Pat no. 6,095,407

EZECSO/CK

See Reverse Side For Easy Opening Instructions

Extra Duty Employment Fee'sApril 2020

Budget Unit: 001 AND Account Title: DTOG-EXTRA DUTY FEES AND Transaction Date: Between Apr 1, 2020 12:00 AM and Apr 30, 2020 11:59 PM

Transaction Date: Ascending order

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Account Title	Transaction Amount
RAYMOND M. MATHENY II	04/01/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
JEFF CUTAIO	04/06/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$127.00
MERLE BURKHART	04/06/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$12.00
DARREN ROBINSON	04/09/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$104.00
GABRIELLE MARCOOL	04/09/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$38.00
JAMES EARL LEE	04/09/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
KEVIN HADDOCKS	04/09/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$12.50
MELISSA STERLING	04/09/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$74.00
MELONY PETERSON	04/09/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$156.00
MIRANDA TAYLOR	04/09/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$20.00
RAYMOND HART	04/09/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
SHELIA M. CHEEKS	04/09/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$68.00
STEPHEN HALL	04/09/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$36.00
STEVEN HARDY	04/09/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
STEVEN MORRIS	04/09/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$90.00
THOMAS HARRIS	04/09/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$47.00
TOD DAY	04/09/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$125.00
ANTHONY CALOGERO	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$56.00
ANTHONY TAMPARY	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$44.00
BENJAMIN DUNLAP	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
BRIAN SHORETTE	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
CHAD BROWN	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$194.00
CHARLES DICKIN	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$34.00
DANIEL VINCENT WELLER	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$14.00
DOUGLAS SHOEMAKER	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$10.00
FRANK FORTE	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
HOWARD ENDERSON	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$100.00
JACK HOLLAND	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
JAMES C BARNETT	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$96.00
JASON DONNELLY	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$109.00
JOHN BEARD	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$72.00
JOHN WATKINS	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$172.00
JOSHUA MICHAEL TIMO	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$60.00
MARC DEWEES	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$12.00
MICHAEL HOYLAND	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$188.00
PATRICK WILLIAMS	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$31.00
ROBERT GUY	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
ROBERT POLLOCK	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
ROBERT RANDOLPH GREENE	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$219.00
SAMUEL SHELLEY	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
TRENTON HERSHBERGER	04/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
ANDREW TAYLOR MURRAY	04/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$20.00
CHAD ROOP	04/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$179.50
CHARLES BREWER	04/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$14.50
CHASE HORNE	04/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$68.00
ELTON MEADOWS	04/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
GREGORY JOSEPH GOULT	04/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$136.00
JAMAL R VINSON	04/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$140.50
JEREMY SMALL	04/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$26.00
JOSHUA TAYLOR	04/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
KRISTI BERRY	04/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
MATTHEW JOHNSON	04/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
MELISSA SALTER	04/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$87.00
MICKY CAUDELL	04/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$60.00
RUFUS JACKSON	04/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$57.00
SCOTT WEEKS	04/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$127.00
TOM GREER	04/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$100.00
TONY GODWIN	04/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$258.00
AARON MYERS	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
BRADLEY BAKER	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$92.00
BRITTNEY NICOLE JONES	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$28.50
CRISTA POPE	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$172.00
DANYELL JESSY LEBOFF	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$149.50
DAVID BASHORE	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$71.00
DAVID CRIPE	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
DAVID RAMIRES	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$60.00
DOYLE GRESHAM	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$27.00

JARED SEABURY	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$78.00
JIMMIE WIGGINS	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$123.00
MATTHEW BEATY	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
MEL ALTON PFEIFFER	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
MICHAEL COBURN	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
MICHAEL WORKMAN	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$120.00
MILDRED SMALLWOOD	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$61.00
PATRICK FRAZIER	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
PATRICK PHARR	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$173.00
PATRICK ROBERTS	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$160.00
SEAN PATTERSON	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$80.00
THOMAS HARRIS	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$15.00
WAYNE GULSBY	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$12.00
WILLIAM HENLEY	04/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$72.00
ANDREW KELLEY	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$103.00
BARTON FRYER	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
CHRISTIAN COAD	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$173.00
DAVID BJORENSEN	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$155.00
GERARD OSTROM JR.	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$11.50
JAMES FREEMAN	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$102.00
JAMES M FREEMAN II	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$72.00
JASON COMANS	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$56.00
JASON FREAUFF	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$348.00
JEF GARDNER	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
JEFF CUTAIO	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$70.50
JIMMIE TATUM	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$100.00
JOAN SAVAGE	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
JOSEPH WEBBER	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
KYLE HAVER	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
LARRY MEADOWS	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$21.50
MACK OWENS	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$3.50
MICHAEL MINER	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$22.00
NORMAN FRYE	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$112.00
RICHIE FAUNCE	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$4.00
ROBERT JOSEPH CAMPBELL	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$26.00
SANDRA WEBBER	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$193.50
SCOTT RIVKIN	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
TIMOTHY RUBLE	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$34.00
TODD GLAZE	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$246.00
WILLIAM HALLFORD	04/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$138.00
ADAM WILSON	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$22.00
ALBERT GEORGE KALBER	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$36.00
ALEXANDER WARK	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$26.00
AUGUSTUS FETTERHOFF	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
BOBBY KERSEY	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$62.00
BRANDON BEECH	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$144.00
BRANDON GEISLER	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$128.00
BRYAN BARTON	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
CALEB ODOM	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
CHRISTINA HERNANDEZ	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$26.00
COREY SMITH	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$75.00
EDWARD ROY	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$89.00
GEORGE LLOYD	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
HAROLD POOL	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$83.00
HARRY KILPATRICK	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
HEATH CHEATHAM	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$55.00
JAKE BANDURSKI	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
JEFFREY SWANSON	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$214.00
JOHNATHAN MASHBURN	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
JOSEPH CARAWAY	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$76.00
JOSEPH PARENTE	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$51.00
JOSHUA MICHAEL RASMUSSEN	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
JUSTIN ROBBINS	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$160.00
KEVIN COXWELL	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$108.00
LARRY D RICHARDSON	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
MATTHEW BEVINS	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$154.00
MITCHELL A. LEUZINGER	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$50.00
NICHOLAS CARPENTER	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$104.00
PHILIP FOLMAR	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$126.00
ROBERT HARMON	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
ROMAIN BRISSETT	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$86.50
SHAWN VESTAL	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$112.00

STEPHEN SCHAFF	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$98.00
STEVEN GOZZE LEITE	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
THOMAS BORTNER	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$42.00
THOMAS GARRETT	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$128.00
THOMAS JOYNER	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$11.00
TIMOTHY F GRAVES	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$144.00
TIMYRON YOUNG	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$86.00
TRAVIS PEACOCK	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
TROY LUCKENBILL	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$145.00
WILLIAM POWELL	04/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
AMANDA KELLY FREEMAN	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$60.00
ANDREW KILGEN	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$46.00
ANDREW NICHOLS	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$116.00
ANH THACH	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
BAMBI SELLARS	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$29.00
BOBBY SMALL	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$22.00
BRANDON GODFREY	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
BRANDON M SCHULER	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
BRANDON MINOR	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$121.00
BRIAN RUPERT	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
BROC SECOR	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$18.00
BURT CRAFT	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$45.00
CASEY WARD BOWLING	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$110.50
CHRISTIAN COCHRAN	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$65.50
CHRISTOPHER DANIEL	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$7.00
CHRISTOPHER ECHELE	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
CHRISTOPHER SOWELL	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
COURTNEY RENEE KITCHENS	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
CURTIS CEPHAS	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$246.00
DALTON HEIGELE	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$37.00
DARIN VOGHT	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
DAVID ASHTON	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
DAVID BROWN	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$15.00
DAVID COLLIER	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$20.00
DAVID RAPPA	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
DONALD GRIFFIN	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
DONALD SELLERS	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$36.00
DRAKE FAWCETT	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$74.00
DUSTIN SHAW	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$183.50
EFRAIN NEYOY	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$29.00
ERIC ANDERSON	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$126.00
GREGORY NESMITH	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$10.00
HARRY GREEN	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$36.00
HUNTER RYAN OWENS	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
JACOB COTE	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$86.00
JACOB HOLLOWAY	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$50.00
JAMES BARNES	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$46.00
JAMES GILMAN	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$51.50
JAMES MANN	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$110.00
JAMES MORRIS	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
JAMES NEWTON	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$190.00
JARRETT DE SILVA	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$85.50
JASON ATES	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$68.00
JAYSON BARNES	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
JEFFERY MOSES	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$38.00
JEFFREY GILLESPIE	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$156.00
JENNIFER WATERS	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
JEREMIAH MEEKS	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$100.00
JEREMY JARMAN	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$128.00
JESSICA WOOD	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
JIMMY REAVES	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
JONATHAN ATES	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$114.00
JONATHAN GLASS JR	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$21.00
JOSE M OLIVERAS	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$78.00
JOSEPH HEINO	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$19.00
JOSHUA DAVID THOMPSON	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$56.00
JOSHUA LAVOIE	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$66.00
KAREN BRAY	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$42.00
KEITH LEVERETT JR	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
KENNETH BULL	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$56.00
KEVIN STACK	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$31.00
KEVIN STIMMELL	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$120.00

KODY HALEY	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$37.00
LUKE MCCRACKEN	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$102.00
MATTHEW HOUSAM	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
MEAGHAN KEARNS	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
MICHAEL MOULTON	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
NATESHA WEST	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$14.50
PAMELA WHITLOCK	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
PETER KAMAU	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$104.00
PETER RONALD GALLION	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$54.00
PHILIP E GOBLE	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
RENE REGUINDIN	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
RICKY HOWELL	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$110.00
ROBERT CLARK	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
ROBERT NELSON	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$170.00
ROBERTO BARRAGAN JR	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
SANTIAGO CARRION-SOSA	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
SHEDRICK JOHNSON	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$183.00
STANLEY WEHMEIER	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$120.50
TAMA BARBER	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
TERRY HAMMOCK	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$136.00
TIMOTHY COLE	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$34.00
TIMOTHY FOX	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$41.50
TREY KEEGAN	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
TY BREWTON	04/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$71.00
MICHELLE WERT	04/21/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
STEVEN MCCANN	04/21/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$134.00
MICHAEL WILLIAMS	04/23/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$47.50
MITCHELL STEVENS	04/23/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$124.00
TIMOTHY EDMONSON	04/23/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$76.00
Summary						**$16,444.50**

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028202

Account	*Purchase Order*	*Invoice Number*	*Amount*	*Description*
001 208104		20 MAY-07	1,027.25	PUBLIC RECORDS APR20

369939

262 BOARD OF COUNTY COMMISSIONERS

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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 05/07/20 CHECK NO. 10028202

AMOUNT $ *****1,027.25*

PAY THE SUM OF ONE THOUSAND TWENTY SEVEN DOLLARS & 25 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈100282021⑈ 063013924:674869787 8⑈

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U.S. Pat. No. 6,095,407
EZECSO/CK
Print Mail 1-866-667-2861

Public Records April 2020

Budget Unit: 001 AND Transaction Date: Between Apr 1, 2020 12:00 AM and Apr 30, 2020 11:59 PM AND Account Code: 208104 , 208109

Account Title: Ascending order

Account Title: DTOG-PUBLIC RECORDS FEES

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
ECSO RECORDS DEPARTMENT	04/01/2020	001	208104	101001	$115.55
ECSO RECORDS DEPARTMENT	04/17/2020	001	208104	101001	$53.57
ECSO RECORDS DEPARTMENT	04/22/2020	001	208104	101001	$14.61
ECSO RECORDS DEPARTMENT	04/24/2020	001	208104	101001	$32.97
ECSO RECORDS DEPARTMENT	04/28/2020	001	208104	101001	$810.55
DTOG-PUBLIC RECORDS FEES					**$1,027.25**

115.55 +
53.57 +
14.61 +
32.97 +
810.55 +
1,027.25 T

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David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028205

Account	*Purchase Order*	*Invoice Number*	*Amount*	*Description*
001 208204		20MAY-01	1,680.64	AUTO REPAIR APR20

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262 BOARD OF COUNTY COMMISSIONERS

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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 05/07/20 CHECK NO. 10028205

AMOUNT $ *****1,680.64*

PAY THE SUM OF ONE THOUSAND, SIX HUNDRED EIGHTY DOLLARS & 64 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10028205⑈ 063013924:674869787 8⑈

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Auto Repair April 2020

Budget Unit: 001 AND Transaction Date: Between Apr 1, 2020 12:00 AM and Apr 30, 2020 11:59 PM AND Account Code: 208202 , 208204

Account Title	Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
DTOG-AUTO REPAIR WORK						
	ESCAMBIA BOARD OF COUNTY COMMISSION	04/30/2020	001	208204	101001	$591.64
	GENERAL MOTORS	04/14/2020	001	208204	101001	$246.41
	UNIVERSITY OF WEST FLORIDA	04/01/2020	001	208204	101001	$619.76
	UNIVERSITY OF WEST FLORIDA	04/29/2020	001	208204	101001	$222.83
DTOG-AUTO REPAIR WORK						**$1,680.64**

May 4, 2020 - 1 - 12:35:48 PM

619.76 +
246.41 +
222.83 +
591.64 +
1,680.64 T

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David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028203

Account	*Purchase Order*	*Invoice Number*	*Amount*	*Description*
001 208150		20 MAY-08	2,429.15	MISC DETAIL RQD APR20

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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 05/07/20 CHECK NO. 10028203

AMOUNT $ *****2,429.15*

PAY THE SUM OF TWO THOUSAND, FOUR HUNDRED TWENTY NINE DOLLARS & 15 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10028203⑈ 063013924⑆674869787 8⑈

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DTOG-MISCELL (DETAIL RQD) April 2020

Budget Unit: 001 AND Transaction Date: Between Apr 1, 2020 12:00 AM and Apr 30, 2020 11:59 PM AND Account Code: 208104 , 208109

Account Title: Ascending order

Account Title: DTOG-MISCELL (DETAIL RQD)

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
Admin Fees Payroll	04/03/2020	001	208150	101001	$33.00
Admin Fees Payroll	04/17/2020	001	208150	101001	$33.00
PAM CHILDERS CLERK OF CIRCUIT COURT	04/01/2020	001	208150	101001	$1,297.50
PAM CHILDERS CLERK OF CIRCUIT COURT	04/09/2020	001	208150	101001	$432.50
PAM CHILDERS CLERK OF CIRCUIT COURT	04/14/2020	001	208150	101001	$633.15
DTOG-MISCELL (DETAIL RQD)					**$2,429.15**

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1,297.50 +
432.50 +
633.15 +
2,429.15 T

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David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028201

Account	Purchase Order	Invoice Number	Amount	Description
001 208109		20 MAY-06	242.31	INV COST APR20

341525

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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 05/07/20 CHECK NO. 10028201

AMOUNT $ *******242.31*

PAY THE SUM OF TWO HUNDRED FORTY TWO DOLLARS & 31 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈100282014⑈ 063013924167486978 78⑈

Print Mail 1-866-667-2861

EZECSO/CK

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Investigation Costs April 2020

Budget Unit: 001 AND Transaction Date: Between Apr 1, 2020 12:00 AM and Apr 30, 2020 11:59 PM AND Account Code: 208104 , 208109

Account Title: Ascending order

Account Title: DTOG-INVESTIGATIONS COSTS

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
FL DEPT OF CORRECTIONS	04/07/2020	001	208109	101001	$50.00
FL DEPT OF CORRECTIONS	04/20/2020	001	208109	101001	$192.31
DTOG-INVESTIGATIONS COSTS					**$242.31**

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192.31 +
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17883 **County Administrator's Report 11. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Delay of Commercial Rental Payments From Tenants of the McDonald Shopping Center for a Period of 90 Days
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Delay of Commercial Rental Payments From Tenants of the McDonald Shopping Center for a Period of 90 Days - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board approve the delay of commercial rental payments from tenants of the McDonald Shopping Center for a period of 90 days. This delay is in response to the Coronavirus outbreak and will pertain to rents due for the months of April, May and June, 2020.

[Rents Deposited in: Fund 001, General Fund, Revenue Account: 362010]

BACKGROUND:

Escambia County acts as the landlord for tenants of the McDonald Shopping Center and currently holds 8 month-to-month leases. Many of the tenants have been forced to close down their businesses as a result of government ordered restrictions placed in response to the Coronavirus outbreak. Some of these businesses have been unable to reopen at this time, and have requested assistance with regard to their rental payments. A 90-day delay for rental payments to be paid will serve as a grace period for the tenants to pay their rent. Tenants will still be responsible for making up the missed payments, as they are still occupying the premises. The grace period will cover rents due for the months of April, May and June, 2020.

BUDGETARY IMPACT:

Rents collected from the tenants of the McDonald Shopping Center are deposited in the General Fund, Revenue Account: 362010.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Recommendation has been reviewed by the County Attorney's Office for legal sufficiency.

PERSONNEL:

Management and Budget Services' staff will provide this information to the tenants of the McDonald Shopping Center, upon approval.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Management and Budget Services' staff will provide this information to the tenants of the McDonald Shopping Center, upon approval.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17784 **County Administrator's Report 11. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Acceptance of Two Drainage Easements for the Klondike Road at Cedarbrook Estates Pond Project
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of Two Drainage Easements for the Klondike Road at Cedarbrook Estates Pond Project - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the acceptance of two Drainage Easements for the Klondike Road at Cedarbrook Estates Pond Project:

A. Accept the donation of two Drainage Easements needed for the Klondike Road at Cedarbrook Estates Pond Project;

Property Owner	Parcel Reference Number	Area
Nancy Flowers Padgham	15-1S-31-3100-004-027	approximately 2,783.13 square feet
Michael L. Whitney and Connie Diane Richards-Whitney	15-1S-31-3101-001-001	approximately 1,778.13 square feet

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

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

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

These parcels are located in Commission District 1.

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

BACKGROUND:

The property owners at 4400 Cedarbrook Drive and 7721 Klondike Road have reported flooding from an over-topping County-maintained pond within Cedarbrook Estates. The pond, located on the northeast property line of 7721 Klondike Road, was originally designed and constructed as a dry pond and has failed in this capacity due to poor percolation rates. The purpose of the project is to install an under-drain and associated outfall in order to facilitate an adequate flow of water out of the pond, restoring its function as a dry pond. These Drainage Easements are needed to complete the project.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Drainage Easements have been approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval, County staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will have the Drainage Easements recorded in the public records of Escambia County, Florida.

Attachments

Drainage Easement - Padgham
Aerial Map - Padgham
Drainage Easement - Whitney
Aerial Map - Whitney

Prepared by:
Kara Johnson
Escambia County Engineering Department
3363 West Park Place
Pensacola, Florida 32505

Klondike Road at Cedarbrook Estates Pond Project
A portion of 15-1S-31-3100-004-027

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this _____ day of _____, 20____, by and between Nancy Flowers Padgham, a widowed and unremarried woman, whose mailing address is 7721 Klondike Road, Pensacola, Florida 32526 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 15, Township 1 South, Range 31 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

SEE ATTACHED EXHIBIT "A"

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

GRANTOR:

Witness: _____

Print Name: Tim Lee

Nancy Flowers Padgham
Nancy Flowers Padgham

Witness: _____

Print Name: Keane Rouillard

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization, this 13 Apr 2020 by Nancy Flowers Padgham, who is personally known to me or who has produced FL DL as identification.

_____
Signature of Notary Public

(Notary Seal)

DAN HAYCRAFT
MY COMMISSION # GG 015725
EXPIRES: July 26, 2020
Bonded Thru Notary Public Underwriters

Dan Haycraft
Printed Name of Notary Public

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the _____ day of _____, 2020, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

This document approved as to form
and legal sufficiency.
By: _____
Title: Asst County Attorney
Date: April 24, 2020

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"

Legal Description
20 Foot Wide Drainage Easement
Prepared at the request of the Escambia County Engineering Department
February 20, 2020

A 20 foot, non exclusive easement for drainage purposes over, under and across a portion of land lying in Section 15, Township 1 South, Range 31 West, located in Escambia County, State of Florida, being described as follows:

The Easterly 20.00 feet of that parcel described in O.R. Book 2251, Page 546 as being the North 140.00 feet of the East 311.14 feet of Lot 27, Section 15, Township 1 South, Range 31 West, Escambia County, Florida, according to Plat of the South half of said Section recorded in Deed Book 83, at Page 180 of the Public Records of said County.Containing 2783.13 square feet or 0.06 acre, more or less.

SURVEYOR'S NOTES:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of bearings reference: North is assumed per Plat.
3) The description and sketch shown hereon was prepared for description purposes only and is not intended to represent a field survey. An accurate field survey of the parcel described hereon may result in variations in bearings and/or distances.
4) The description and sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
5) The description and sketch shown hereon is subject to deeds of record, unrecorded deeds, easements, right-of-way, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
6) Existing improvements not shown.
7) This description and sketch does not reflect or guarantee ownership.
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 survey description and sketch and 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.
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: a copy of O.R. Book 2251, Page 546, a copy of O.R. Book 2822, Page 878p;a copy of Cedarbrook Subdivision, as recorded in Plat Book 14 at Page 29; a copy of Cedarbrook Subdivision, as recorded in Plat Book 15 at Page 56, a copy of Plat Deed Book 83, Page 180 all of the Public Records of Escambia County, Florida.
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 form and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.
15) The survey error of closure meets the Survey Standards of Practice.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20200020	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date: 6/11/2019	Drawing No. L-6116	
Drawing Date: 02/20/2020	Field Book: 547 Page: 10-16	
Section, Township, Range:	15, T-1-S, R-31-W	
Type of Survey: Description & Sketch	Sheet No. 1 of 2	
Revisions:	Date:	

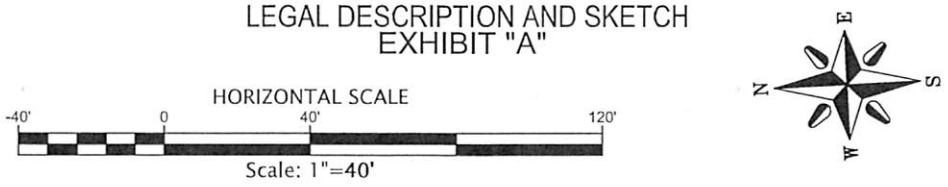
Date:

Joseph Barrett, Professional Surveyor and Mapper No. 6260 State of Florida

I hereby certify that the description and sketch 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.

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LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"



KLONDIKE ROAD
(R/W VARIES ~ PUBLIC)

WESTERLY R/W

Easterly 20.00'

REFERENCE: 151S313200001003
ACCOUNT: 090777808
COUNTY BOARD OF COUNTY COMMISSIONERS
MAIL: 221 PALAFOX PL STE 420
PENSACOLA, FL 32502
O.R. BOOK 5971, PAGE 668
PARCEL "A"
COUNTY RETENTION POND #28

CEDARBROOK
PLAT BOOK 14, PAGE 29
BLOCK "A"

LOT 1
(RESIDENCE)

CEDARBROOK DRIVE
(60' R/W ~ PUBLIC)

CEDARBROOK ESTATES
PLAT BOOK 15, PAGE 56
BLOCK "A"

LOT 34
(RESIDENCE)

REFERENCE: 151S313100004027
ACCOUNT: 090766520
OWNERS: PADGHAM NANCY FLOWERS
MAIL: 7721 KLONDIKE RD
PENSACOLA, FL 32526
O.R. BOOK 2251, PAGE 546
(RESIDENCE)

LOT 33
(RESIDENCE)

LOT 2
(RESIDENCE)

LOT 32
(RESIDENCE)

LEGEND:
O.R. BOOK - OFFICIAL RECORD BOOK
R/W - RIGHT-OF-WAY
- R/W LINE
- PROPERTY LINE
- SUBJECT EASEMENT

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

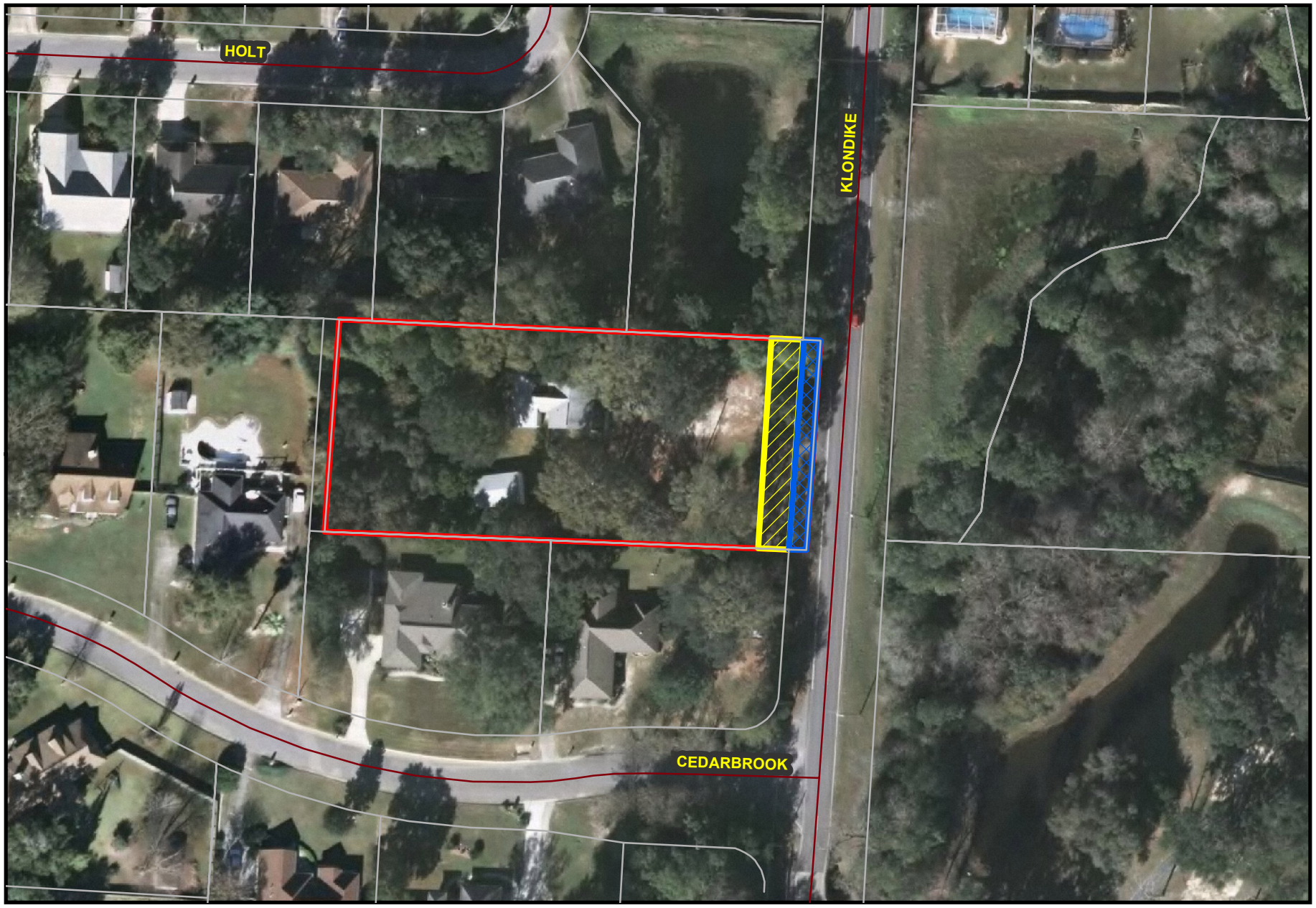
Drawn By: MK	Project No.: 20200020
Survey Date: 6/11/2019	Drawing No. L-6116
Drawing Date: 02/20/2020	Field Book: 547 Page: 10-16
Section, Township, Range:	15, T-1-S, R-31-W
Type of Survey: Description & Sketch	Sheet No. 2 of 2
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

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.

L:\Drafting\KLONDIKE ROAD\20200020\dwg\KLONDIKE ROAD DRAINAGE 20200020 D-E LEGALS.dwg

Klondike Road at Cedarbrook Estates Pond Project



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

KPJ 3/3/2020 DISTRICT 1

N

2016
Aerial Photo

Padgham Property
7721 Klondike Road

County Right-of-Way

Drainage Easement Area

Rec 5/5/2020

Prepared by:
Kara Johnson
Escambia County Engineering Department
3363 West Park Place
Pensacola, Florida 32505

Klondike Road at Cedarbrook Estates Pond Project
A portion of 15-1S-31-3101-001-001

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 4th day of MAY, 2020, by and between Michael L. Whitney and Connie Diane Richards-Whitney, husband and wife, whose mailing address is 4400 Cedarbrook Drive, Pensacola, Florida 32526 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 15, Township 1 South, Range 31 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

SEE ATTACHED EXHIBIT "A"

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

GRANTOR:

Witness: _____

Print Name: _____

Michael L. Whitney

Witness: _____

Print Name: Danielle R. Sumner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization, this 5/4/2020 by Michael L. Whitney, who is personally known to me or who has produced FL Drivers License as identification.

Signature of Notary Public

(Notary Seal)

Shayla S. Springs
Printed Name of Notary Public

SHAYLA SPRINGS
COMMISSION# GG93736
EXPIRES: APRIL 12, 2021

Witness: _____

Print Name: _____

Connie Diane Richards-Whitney

Witness: _____

Print Name: Danielle R. Sumner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization, this 5/4/2020 by Connie Diane Richards-Whitney, who is personally known to me or who has produced FL Drivers License as identification.

_____
Signature of Notary Public

(Notary Seal) SHAYLA SPRINGS
COMMISSION# GG93736
EXPIRES: APRIL 12, 2021

Shayla S. Springs
Printed Name of Notary Public

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the _____ day of _____, 20___, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20___,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: Asst County Attorney
Date: May 7, 2020

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"

Legal Description
20 Foot Wide Drainage Easement
Prepared at the request of the Escambia County Engineering Department
February 20, 2020

A 20 foot, non exclusive easement for drainage purposes over, under and across a portion of land lying in Section 15, Township 1 South, Range 31 West, located in Escambia County, State of Florida, being described as follows:

The Easterly 20.00 feet of Lot 1, Block "A", Cedarbrook Subdivision, as recorded in Plat Book 14 at Page 29 of the Public Records of Escambia County, Florida. Containing 1778.31 square feet or 0.04 acre, more or less.

SURVEYOR'S NOTES:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of bearings reference: North is assumed per Plat.
3) The description and sketch shown hereon was prepared for description purposes only and is not intended to represent a field survey. An accurate field survey of the parcel described hereon may result in variations in bearings and/or distances.
4) The description and sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
5) The description and sketch shown hereon is subject to deeds of record, unrecorded deeds, easements, right-of-way, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
6) Existing improvements not shown.
7) This description and sketch does not reflect or guarantee ownership.
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 survey description and sketch and 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.
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: a copy of O.R. Book 5131, Page 1558, a copy of Cedarbrook Subdivision, as recorded in Plat Book 14 at Page 29 of the Public Records of Escambia County, Florida.
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 form and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.
15) The survey error of closure meets the Survey Standards of Practice.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20200020	ENGINEERING DEPARTMENT
Survey Date: 6/11/2019	Drawing No. L-6116	ESCAMBIA COUNTY, FLORIDA
Drawing Date: 02/20/2020	Field Book: 547 Page: 10-16	3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Section, Township, Range: 15, T-1-S, R-31-W		
Type of Survey: Description & Sketch	Sheet No. 1 of 2	
Revisions:	Date:	

Date:

Joseph Barrett, Professional Surveyor and Mapper No. 6260 State of Florida

I hereby certify that the description and sketch 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.

L:\Drafting\KLONDIKE ROAD\20200020\dwg\KLONDIKE ROAD DRAINAGE 20200020 D-E LEGALS.dwg

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"

HORIZONTAL SCALE

-30 0 30 90

Scale: 1"= 30 '



REFERENCE: 151S313100004027
ACCOUNT: 090766520
OWNERS: PADGHAM NANCY FLOWERS
MAIL: 7721 KLONDIKE RD
PENSACOLA, FL 32526
O.R. BOOK 2251, PAGE 546
(RESIDENCE)

WESTERLY R/W

Easterly 20.00'

CEDARBROOK
PLAT BOOK 14, PAGE 29
LOT 1, BLOCK "A"

REFERENCE: 151S313101001001
ACCOUNT: 090771505
OWNERS: WHITNEY MICHAEL L
MAIL: 4400 CEDARBROOK DR
PENSACOLA, FL 32526
O.R. BOOK 5131, PAGE 1558
(RESIDENCE)

LOT 2
(RESIDENCE)

25' B.S.L.
(Per Plat)

KLONDIKE ROAD
(R/W VARIES ~ PUBLIC)

NORTHERLY R/W

CEDARBROOK DRIVE
(60' R/W ~ PUBLIC)

LEGEND:

O.R. BOOK - OFFICIAL RECORD BOOK

R/W - RIGHT-OF-WAY

B.S.L. - BUILDING SETBACK LINE

- R/W LINE

- PROPERTY LINE

- BUILDING SETBACK LINE

- SUBJECT EASEMENT

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

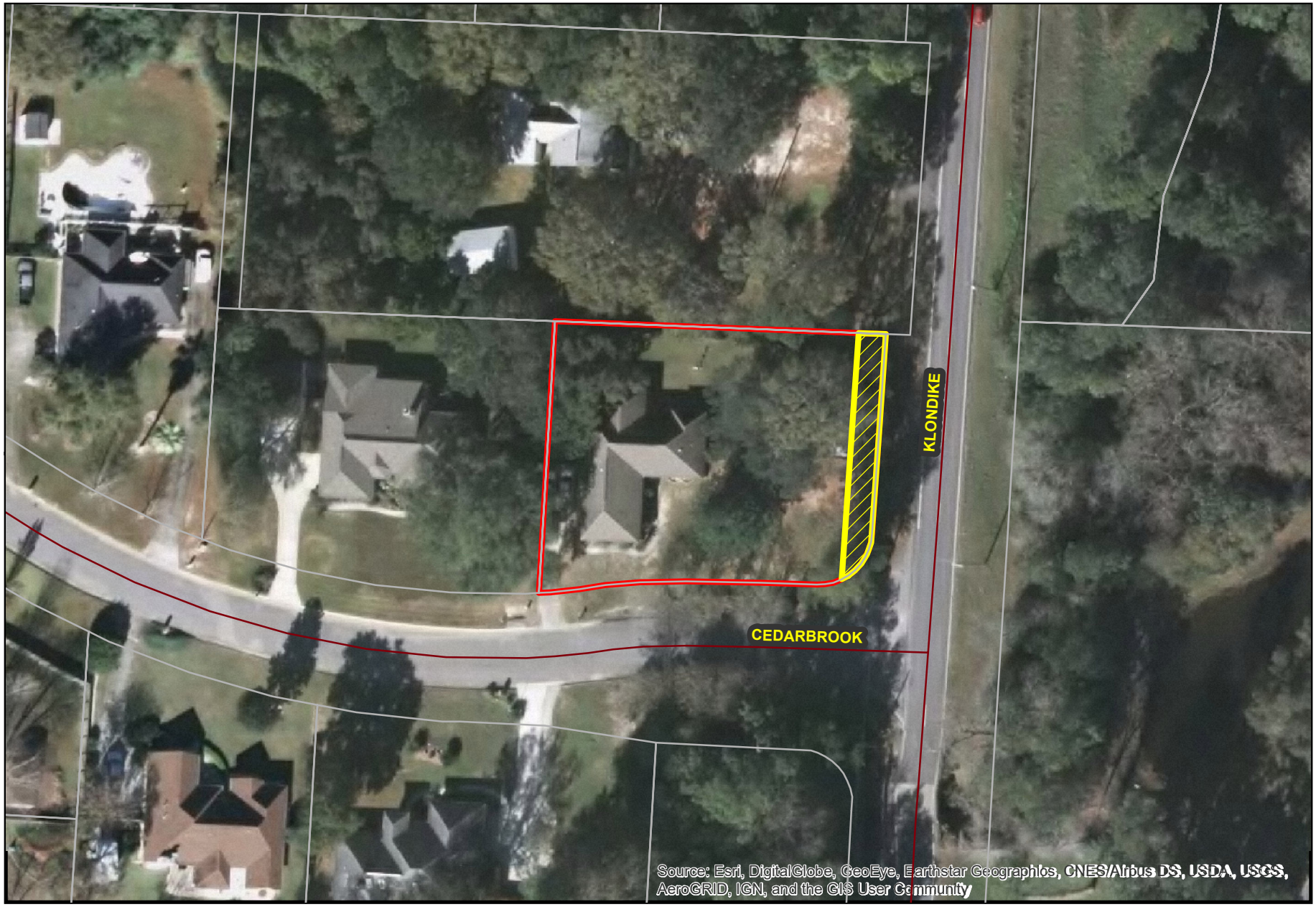
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20200020	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date: 6/11/2019	Drawing No. L-6116	
Drawing Date: 02/20/2020	Field Book: 547 Page: 10-16	
Section, Township, Range: 15, T-1-S, R-31-W		
Type of Survey: Description & Sketch	Sheet No. 2 of 2	
Revisions:	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.

L:\Drafting\KLONDIKE ROAD\20200020\dwg\KLONDIKE ROAD DRAINAGE 20200020 D-E LEGALS.dwg

Klondike Road at Cedarbrook Estates Pond Project



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

KPJ 3/3/2020 DISTRICT 1

2016
Aerial Photo

Whitney Property
4400 Cedarbrook Drive

Drainage Easement Area

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17851 **County Administrator's Report 11. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Acceptance of a Portion of Real Property for Road Right-of-Way for the Pine Barren Church Road Dirt Road Paving Project
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Portion of Real Property for Road Right-of-Way for the Pine Barren Church Road Dirt Road Paving Project - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the acceptance of the donation of a portion of real property for road right-of-way (approximately 0.16 acre more or less), located at 5270 Pine Barren Church Road, from Pine Barren Baptist Church, Inc., for the Pine Barren Church Road Dirt Road Paving Project:

A. Accept the Warranty Deed donating a portion of real property, located at 5270 Pine Barren Church Road, from Pine Barren Baptist Church, Inc., for the Pine Barren Church Road Dirt Road Paving Project;

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

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

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

This property is located in Commission District 5.

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

BACKGROUND:

Located in Commission District 5, the portion of Pine Barren Church Road between State Road (SR) 97 and the paved segment running north from County Road (CR) 4 has approximately 5,300 linear feet of unsurfaced roadway. This portion of the roadway is programmed in the Dirt Road Paving (DRP) Program. Base preparation and minor drainage work will be constructed by in-house crews and the paving and striping work will be contracted. The donation of real property from Pine Barren Baptist Church, Inc., is needed to complete the project.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Warranty Deed has been approved as to form and sufficiency and signed by the County Attorney's Office.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval, County staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will have the Warranty Deed recorded in the public records of Escambia County, Florida.

Attachments

Warranty Deed_Pine Barren Baptist Church, Inc

Aerial Map_Pine Barren Baptist Church, Inc.

This document was prepared by:
Kara Johnson
Escambia County Engineering Department
3363 West Park Place
Pensacola, Florida 32505

Pine Barren Church Road
A portion of 07-5N-32-6200-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 30 day of Jan., 2020, by and between Pine Barren Baptist Church, Inc., a Florida non-profit corporation, whose address is 7351 McElhaney Road, Century, Florida 32535 (Grantors), 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 (Grantee).

WITNESSETH:

GRANTORS, for and in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, convey to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida (Property):

See attached Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2020 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTORS covenant with Grantee that at the time of delivery of this deed, Grantors were well seized of the Property; Grantors have good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantors fully warrant the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantors have signed and sealed these presents on the day and year first above written.

GRANTOR:
Pine Barren Baptist Church, Inc.,
a Florida non-profit corporation

Witness Brianna Walldrop

Print Name Brianna Waldrop

Michael Peterson

Michael Peterson, President

Witness

Print Name Toni Simmons

STATE OF Escambia
COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 01/30/2020, by Michael Peterson, President of Pine Barren Baptist Church, Inc., a Florida non-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced Florida DL as identification.

Notary Public State of Florida
Kimberly K Godwin
My Commission GG 112616
Expires 10/03/2021

Kimberly K Godwin

Signature of Notary Public

Kimberly K Godwin

Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Warranty Deed was accepted by Escambia County, Florida, on the _____ day of _____, 2020, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Feb. 6, 2020

Exhibit "A"

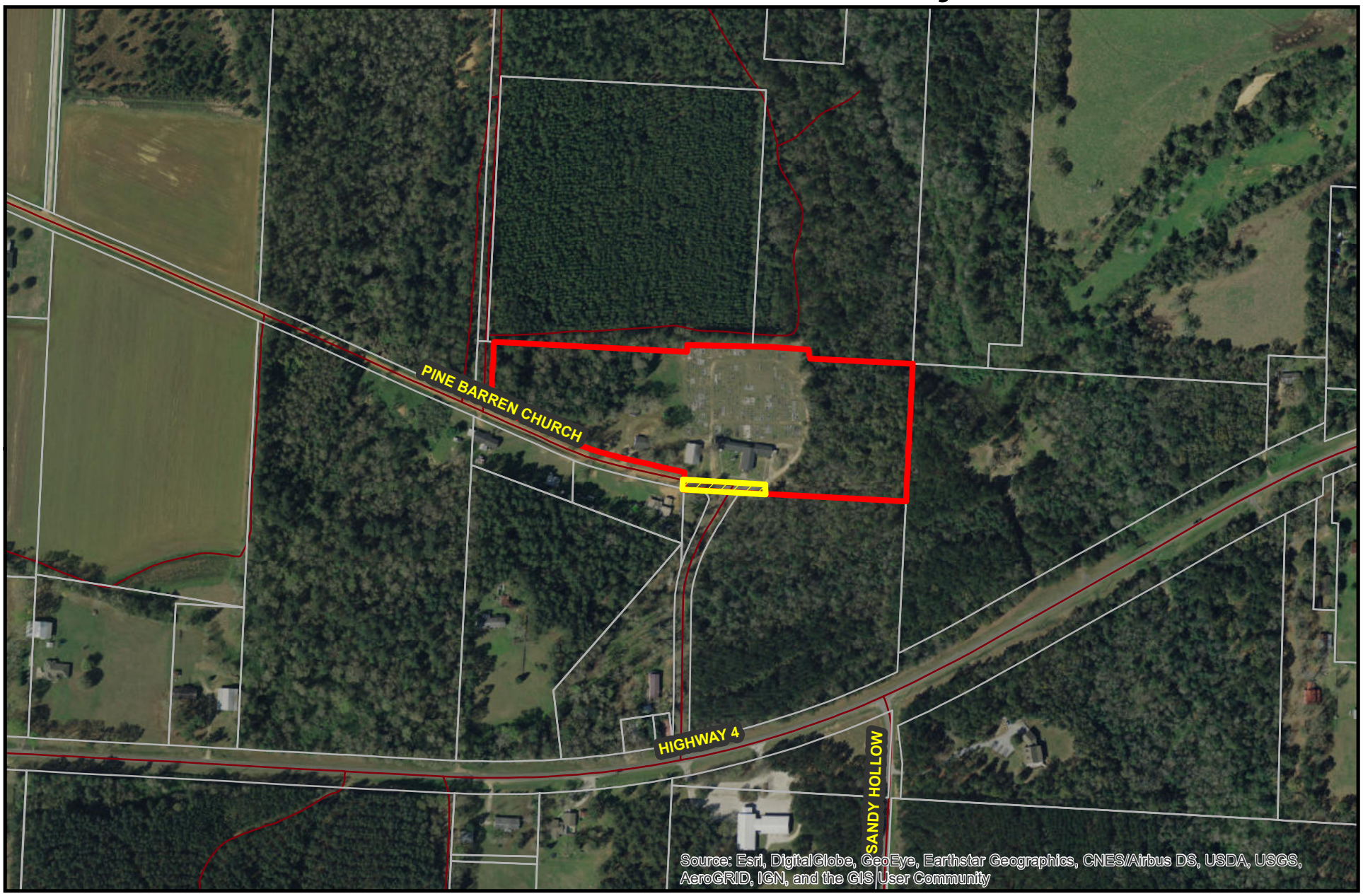
Legal Description

Prepared at the request of the Escambia County Engineering Department
December 18, 2019

Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 7, Township 5 North, Range 32 West, Escambia County, Florida thence run North 87 degrees 41 minutes 17 seconds West along the North line of the Northeast Quarter of the Southeast Quarter of said Section 7 for a distance of 663.38 feet to the Northwest corner of the East One Half of the Northeast Quarter of said Section 7, thence run South 03 degrees 20 minutes 43 seconds West along the West line of said East One Half of the Northeast Quarter of the Southeast Quarter of said Section 7, for a distance of 380.44 feet; thence run South 87 degrees 41 minutes 17 seconds East for a distance of 45.83 feet to the Point of Beginning; thence continue South 87 degrees 41 minutes 17 seconds East for a distance of 172.32 feet; thence run South 03 degrees 20 minutes 43 seconds West for a distance of 39.63 feet; thence run North 87 degrees 41 minutes 17 seconds West for a distance of 172.32 feet; thence run North 03 degrees 20 minutes 43 seconds East for a distance of 39.63 feet to the Point of Beginning. All lying and being in the Northeast Quarter of the Southeast Quarter of Section 7, Township 5 North, Range 32 West, Escambia County, Florida and containing 6827.62 square feet or 0.16 acre more or less.

Certified To: Escambia County Board of County Commissioners

Pine Barren Church Road Project



ESCAMBIA COUNTY
ENGINEERING DIVISION

MLW 4/28/2020 DISTRICT 5

N

2019
Aerial Photo

Pine Barren Baptist Church, Inc. Property

Required Right-of-Way

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17886 **County Administrator's Report 11. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Local Agency Program (LAP) Supplemental Agreement for O.C. Phillips Road Over Brushy Creek Bridge #484029
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Supplemental Agreement No. 001 for O.C. Phillips Road Over Brushy Creek Bridge #484029 - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Local Agency Program (LAP) Supplemental Agreement No. 001 between the FDOT and Escambia County, which supports additional efforts required by the design consultant to obtain necessary environmental permitting for the O.C. Phillips Road over Brushy Creek Bridge #484029 project:

A. Approve the FDOT LAP Supplemental Agreement No. 001 between the State of Florida Department of Transportation and Escambia County for the O.C. Phillips Road over Brushy Creek Bridge #484029 Project; and

B. Adopt the Resolution authorizing the Chairman to sign the LAP Supplemental Agreement.

This project is located in Commission District 5.

Funding Source: FDOT will reimburse Escambia County up to $565,893 for expenses related to the design of the project. This Supplemental Agreement, No. 001, will increase FDOT's share by $59,643, from $506,250 to $565,893. County's share will increase by $19,881, from $168,750 to $188,631.

[Funding Sources:
Fund 352, LOST III, Cost Center 210127, Object Code 56301, Project

#13EN2188, $30,618.35;
Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2188, $10,206.12; and
Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project #19EN0629, $38,699.53]

BACKGROUND:

Meeting in regular session on September 7, 2017, the Board approved the Local Agency Program Agreement (LAP) for design of the bridge replacement located at O.C. Phillips Road (Bridge #484029). In March 2020, during the 60% design and permitting phase, it became apparent that an individual permit would be required instead of a general permit because the wetland impacts will exceed the maximum allowed for a general permit. An individual permit, requires a significantly greater level of effort than a general permit. Upon consultation with FDOT staff, it was determined that a Supplemental Agreement is needed for the additional scope of work. Additional work includes delineation of jurisdictional wetlands, additional survey; species surveys; submittal of mitigation strategies, agency verification; etc.The cost for additional work is $79,524. The Supplemental Agreement will be funded 25% by Escambia County ($19,881) and 75% by FDOT ($59,643).

BUDGETARY IMPACT:

FDOT will reimburse the County up to $565,893 for expenses related to the design of the project. This Supplemental Agreement, No. 001, will increase FDOT's share by $59,643, from $506,250 to $565,893. Escambia County's share will increase by $19,881, from $168,750 to $188,631.

Funds are available as indicated below:
Fund 352, LOST III, Cost Center 210127, Object Code 56301, Project #13EN2188, $30,618.35;
Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2188, $10,206.12; and
Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project #19EN0629, $38,699.53.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephan G. West, Senior Assistant County Attorney, has reviewed and signed off on the Agreement and the Resolution.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Agreements.

IMPLEMENTATION/COORDINATION:

County staff will coordinate with FDOT staff during design of the project.

Attachments

Resolution O.C. Phillips
Supplemental Agreement
Board Action 9717
Executed LAP Agreement
LAP Time Extension

RESOLUTION NUMBER R2020-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN TO SIGN THE LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation (FDOT) (hereinafter referred to as DEPARTMENT) is participating in design of bridge replacement located at O C Phillips Road over Brushy Creek Bridge #484029, Financial Project Identification Number (FPID) 430468-1-38-01, (hereinafter referred to as the "PROJECT"); and

WHEREAS, funds are being added to the PROJECT to support additional effort required by the design consultant to obtain necessary environmental permitting. The total amount being added to the project will be $79,524.00 ($59,643.00 Bridge Replacement Funds and $19,881.00 Local Funds)

WHEREAS, the DEPARTMENT agrees to provide $59,643.00 Bridge Replacement Funds to the PROJECT.

WHEREAS, Escambia County is prepared to contribute $19,881.00 Local Funds to the DEPARTMENT for the PROJECT.

WHEREAS, the DEPARTMENT is authorized to enter into the Local Agency Program Supplemental Agreement by Section 339.12, Florida Statutes, and other sections of the Florida Transportation Code, and Escambia County approves this Local Agency Program Supplemental Agreement.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That Escambia County agrees it will, within fourteen (14) calendar days from the DEPARTMENT'S written notice to Escambia County, furnish the DEPARTMENT a contribution in the amount of $19,881.00 to be used for project costs for Local Agency Program funded PROJECT number 430468-1-38-01. The DEPARTMENT may utilize this contribution for payment of the costs of the project. If actual cost of the PROJECT is less than the funds provided, the excess will be applied to other phases on the PROJECT.

SECTION 3. That the Board authorizes the Chairman to sign the Local Agency Program Supplemental Agreement between the State of Florida Department of Transportation and Escambia County

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

ADOPTED this _____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: May 5, 2020

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
001

FEDERAL ID NO. (FAIN)
D317 043 B

CONTRACT NO.
G0O72

FEDERAL AWARD DATE
September 7, 2017

FPN
430468-1-38-01

RECIPIENT DUNS NO.
07-507-9673

Recipient, Escambia County B.O.C.C., desires to supplement the original Agreement entered into and executed on September 7, 2017 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Design of Bridge Replacement located at O.C. Phillips over Brushy Creek Bridge NO. 484029
Length 0.015 Miles

Termini O.C. Phillips over Brushy Creek Bridge NO. 484029

The parties agree that the Agreement is to be amended and supplemented as follows:
Exhibit B - Adjusted Schedule of Funding
Exhibit D - New Resolution Approving Agreement
Exhibit E - Update Federal Financial Assistance

Reason for Supplement and supporting engineering and/or cost analysis:

Funds are being added to the project to support additional effort required by the design consultant to obtain necessary permitting. The total amount being added to the project will be $79,524 ($59,643 Bridge Replacement Funds and $19,881 Local Funds).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT
ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

525-010-32
PROGRAM MANAGEMENT
11/18

RECIPIENT NAME & BILLING ADDRESS: Escambia County B.O.C.C.
221 Palafox Place
Pensacola, FL. 32502

FINANCIAL PROJECT NUMBER: 430468-1-38-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design						
FY: 2018 (Bridge Replacement Program)	$675,000.00			$168,750.00		$506,250.00
FY: 2019 (Bridge Replacement Program)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FY: 2020 (Bridge Replacement Program)		$79,524.00	$754,524.00	$19,881.00		$59,643.00
Total Design Cost	$675,000.00	$79,524.00	$754,524.00	$188,631.00	$ 0.00	$565,893.00
Right-of-Way						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$675,000.00	$79,524.00	$754,524.00	$188,631.00	$ 0.00	$565,893.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells
District Grant Manager Name

Signature

Date

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT Escambia County B.O.C.C.

By:_____
Name: Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

BCC Approved: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name: Tim Smith, P.E.
Title: Interim Director of Transportation Development

Date:_____

Legal Review:

_____

Approved as to form and legal sufficiency:
By/Title: County Attorney
Date: May 6, 2020

EXHIBIT "D"

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://www.cfda.gov/
Award Amount:	**$565,893.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – 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.

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LOCAL AGENCY PROGRAM AGREEMENT

FPN: 430468-1-38-01	FPN:	FPN:
Federal No (FAIN): D317-043-B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: ACBZ, LF	Fund:	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:

County No: 48 (Escambia) Contract No: G0072

Local Agency Vendor No: VF596000598154 Local Agency DUNS No: 07-507-9673

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this 9th day of October, 2017 between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Escambia County B.O.C.C. ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Authority: The Agency, by Resolution No. R2017-110 dated the 7th day of September, 20 17, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in design of bridge replacement located at O C Phillips Road over Brushy Creek Bridge NO. 484029 , as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. Term of Agreement: The Agency agrees to complete the Project on or before June 30, 2019. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. Project Cost:

A. The total cost of the Project is $ 675,000. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.

B. The Department agrees to participate in the Project cost up to the maximum amount of $506,250 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

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iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.

E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment.

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Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

M. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

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of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or

E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

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vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.

B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

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H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

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iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary.

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Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor 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 in conjunction with this Agreement unless the records are exempt.

E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The

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closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with

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minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

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A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal 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

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agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.

ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.

iii. ☐ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

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iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.

v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.

vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.

viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L"is attached and incorporated into this Agreement.

ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.

x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.

xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.

xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.

xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY Escambia County B.O.C.C.

By: _____

Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: _____
862D8B01F4F447...

Name: Jared Perdue, P.E.
Title: Director of Transportation Development

Legal Review:

DocuSigned by: _____
33EBF73DC4FC496...

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 430468-1-38-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Escambia County B.O.C.C.

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.015 miles

PROJECT DESCRIPTION: The desgin and permitting of bridge replacement on O.C. Phillips Road over Brushy Creek, Bridge No. 484029.The overall length of the project is 0.015 miles.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

For each reimbursement submittal, the Agency understands and agrees that the reimbursement amount shall not exceed seventy-five percent (75%) of the total actual eligible costs submitted for reimbursement up to the maximum amount as specified in paragraph 4.B. and as more fully described in Exhibit "B" of this Agreement.

The Agency shall ensure that the project will be designed and constructed within the existing right of way. If right of way is needed, the agency shall notify the Department prior to commencement of any right-of-way activities. The Agency will be required to be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act).

The Agency shall ensure that they will procure a design consultant (or subconsultants) that is prequalified in the work types listed below. Plans shall be designed in accordance with the Florida Greenbook, Plan Preparation Manual, and LAP Manual as appropriate. All surveying related to the project must be completed in accordance with the Department's Survering and Mapping Handbook. Prequalification Work Types are as follows:

Major: 3.1 – Minor Highway Design
4.1.2 – Minor Bridge Design

Minor: 5.4 – Bridge Load Rating
7.1 – Signing, Pavement Marking and Channelization
8.1 – Control Surveying
8.2 – Design, Right of Way and Construction Surveying
8.4 – Right of Way Mapping
9.1 – Soil Exploration

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

9.2 – Geotechnical Classification Lab Testing
9.4.1 – Standard Foundation Studies
9.4.2 – Non-Redundant Drilled Shaft Bridge Foundation Studies

The Agency shall provide a copy of the 30%, 60%, 90% and final design plans for the Department's review and approval.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

When developing plans and specifications the Agency shall consider the following:

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing. In addition, the construction of any new building must comply with Florida Building Code.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of $10 million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A
b) Design to be completed by June 30, 2019
c) Right-of-Way requirements identified and provided to the Department by N/A
d) Right-of-Way to be certified by N/A
e) Construction contract to be let by N/A
f) Construction to be completed by N/A

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 430468-1-38-01
Escambia County B.O.C.C P.O. Box 18178 Pensacola, FL. 32591	

TYPE OF WORK By Fiscal Year	FUNDING (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY:				
FY:				
FY:				
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY:				
FY:				
FY:				
Total PD&E Cost				
Design - 38 FY: 2018	$675,000.00	$168,750.00	$0.00	$506,250.00
FY: 2019	$0.00	$0.00	$0.00	$0.00
FY: 2020	$0.00	$0.00	$0.00	$0.00
Total Design Cost	$675,000.00	$168,750.00	$0.00	$506,250.00
Right-of-Way - 48 FY:				
FY:				
FY:				
Total Right-of-Way Cost				
Construction-58 FY:				
FY:				
FY:				
FY:				
Total Construction Cost				
Construction Engineering and Inspection (CEI) - 68 FY:				
FY:				
FY:				
Total CEI Cost				
Operations – 88 FY:				
FY:				
FY:				
Total Operations Costs				
TOTAL COST OF THE PROJECT	$675,000.00	$168,750.00	$0.00	$506,250.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

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Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT “F”

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://www.cfda.gov/**
Award Amount:	**$506,250.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

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Escambia County
Clerk's Original
9/7/2017 CAR II-18

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: 430468-1-38-01	FPN:	FPN:
Federal No (FAIN): D317-043-B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: ACBZ, LF	Fund:	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:

County No: 48 (Escambia) Contract No:
Local Agency Vendor No: VF596000598154 Local Agency DUNS No: 07-507-9673
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, ____ between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Escambia County B.O.C.C. ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Authority: The Agency, by Resolution No. R2017-110 dated the 7th day of September, 2017, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in design of bridge replacement located at O C Phillips Road over Brushy Creek Bridge NO. 484029, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. Term of Agreement: The Agency agrees to complete the Project on or before June 30, 2019. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. Project Cost:

A. The total cost of the Project is $ 675,000. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.

B. The Department agrees to participate in the Project cost up to the maximum amount of $506,250 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

Verified By: [signature] Date: 9/11/2017

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Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

M. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

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vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.

B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

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iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary.

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closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with

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The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

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agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.

ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.

iii. ☐ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY Escambia County B.O.C.C.

Board of County Commissioners
Escambia County, Florida

D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

Date Executed
9/7/2017

BCC Approved 09-07-2017

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Jared Perdue, P.E.
Title: Director of Transportation Development

Legal Review:

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/7/17

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

9.2 – Geotechnical Classification Lab Testing
9.4.1 – Standard Foundation Studies
9.4.2 – Non-Redundant Drilled Shaft Bridge Foundation Studies

The Agency shall provide a copy of the 30%, 60%, 90% and final design plans for the Department's review and approval.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

When developing plans and specifications the Agency shall consider the following:

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing. In addition, the construction of any new building must comply with Florida Building Code.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of $10 million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A
b) Design to be completed by June 30, 2019
c) Right-of-Way requirements identified and provided to the Department by N/A
d) Right-of-Way to be certified by N/A
e) Construction contract to be let by N/A
f) Construction to be completed by N/A

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

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Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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Escambia County
Clerk's Original

9/7/2017 CAK 11-18

RESOLUTION R2017- 110

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DESIGN A BRIDGE REPLACEMENT LOCATED AT O. C. PHILLIPS OVER BRUSHY CREEK BRIDGE NO. 484029; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Verified By: [signature] Date: 9/11/2017

WHEREAS, the Florida Department of Transportation (hereinafter referred to as "Department") has agreed to fund, by way of a Local Agency Program (LAP) Agreement FPN 430468-1-38-01, the cost to design a bridge replacement located at O.C. Phillips Road over Brushy Creek Bridge No. 484029 (hereinafter referred to as "the Project"); and

WHEREAS, the Department and Escambia County, Florida (hereinafter referred to as "County"), have evaluated the need for the Project; and

WHEREAS, the County has met the eligibility requirements by the Department; and

WHEREAS, the estimated total Project cost is $675,000.00 (six hundred seventy-five thousand dollars); and

WHEREAS, the Department has agreed to participate in the total Project cost in an amount not to exceed $506,250.00 (five hundred six thousand two hundred and fifty dollars); and

WHEREAS, the County has agreed to bear any expenses in excess of the total Project cost.

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 hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting this Project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

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

ADOPTED this 7th day of September 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: [signature]
D. B. Underhill, Chairman

Date Executed
9/7/2017

ATTEST: Pam Childers
Clerk of the Circuit Court

By: [signature]
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title:
Date:

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: [signature] D.C.
DATE: September 11, 2017

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To: Meghan.Jadofsky@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G0O72

8/18/2017

CONTRACT INFORMATION

Contract:	G0O72
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	ESCAMBIA BOCC
Vendor ID:	F596000598154
Beginning Date of This Agreement:	12/31/2017
Ending Date of This Agreement:	06/30/2019
Contract Total/Budgetary Ceiling:	ct = $506,250.00
Description:	Design of replacing bridge on O C Phillips Road over BrushyCreek.

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/18/2017

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55033040345
Expansion Option:	AF
Object Code:	780000
Amount:	$506,250.00
Financial Project:	43046813801
Work Activity (FCT):	215
CFDA:	20.205
Fiscal Year:	2018
Budget Entity:	55100100
Category/Category Year:	088849/18
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $506,250.00

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Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

October 9, 2017

Mr. Colby Brown, P.E.
Public Works Department – Transportation & Traffic Division
3363 West Park Place
Pensacola, FL 32505

Subject: Notice to Proceed with Design
Design of Bridge Replacement at O. C. Phillips Road over Brushy Creek Bridge
FPID No.: 430468-1-38-01
LAP Agreement No.: G0O72

Dear Mr. Brown:

Please find attached a copy of the executed LAP Agreement between your agency and the Florida Department of Transportation dated October 9, 2017 for the referenced project above.

I have also included a two page attachment that gives an outline of the critical steps in the LAP process. Steps 1-5 under LAP Design (Phase 38) have already been completed. Mr. Craig Gavin will be the LAP Design Project Manager for this project and will be responsible for those activities identified in the LAP Process outline. You may contact him at (850) 330-1468.

This letter shall serve as the official Notice to Proceed with the Design Phase of this project. This project shall be carried out in accordance with the LAP Agreement and the applicable sections of the LAP Manual. The latest version of the LAP Manual is located at www.dot.state.fl.us/projectmanagementoffice/LAP/LAP_TOC.shtm.

If you have any questions, I can be reached toll free at 1-888-638-0250, extension 1227 or via e-mail at dustin.castells@dot.state.fl.us.

Sincerely,

DocuSigned by:
Dustin Castells
D45...

Dustin Castells
District 3 Local Program Administrator

Cc: Craig Gavin, FDOT-Chipley
D3 Program Management
D3 Financial Services

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

1074 Highway 90
Chipley, Florida 32428

KEVIN J. THIBAULT, P.E.
SECRETARY

May 29, 2019

Mr. Colby Brown; Deputy Director
Escambia County
3363 West Park Place
Pensacola, FL. 32505

Subject: Local Agency Program (LAP) Agreement Time Extension No. 1
Design of O.C. Phillips Bridge Replacement
FPID No. 430468-1-38-01
LAP Agreement No.: G0O72

Dear Mr. Brown:

The Department has received your request for a time extension on the above referenced project.

Upon review of the project, we agree to grant an extension and make the new expiration date July 30, 2020. We also amend Page 1, Item 3. Term of Agreement of the original agreement, as follows:

3. Term of Agreement: The Agency agrees to complete the Project on or before ~~June 30, 2019~~ July 30, 2020.

If you have any questions, please contact the District LAP Administrator, Dustin Castells; toll free at 1-888-638-0250, extension 1227 or via e-mail at dustin.castells@dot.state.fl.us.

Sincerely,

DocuSigned by:
862D6B01F4FF447...

Jared Perdue, P.E.
Director of Transportation Development

Cc: Dustin Castells, FDOT - Chipley
D3 Financial Services

DocuSign Envelope ID: 54CDB277-5B43-4B23-89FB-AE5FAC77B830

Board of County Commissioners • Escambia County, Florida

Colby Brown, P.E.
Deputy Director
Transportation & Traffic Operations

May 10, 2019

Mr. Dustin Castells
Florida Department of Transportation
1074 Hwy. 90
Chipley, Florida 32428

RE: Occie Philips Road Over Brushy Creek, (Bridge 484029)
FPN 430468-1

Dear Mr. Castells:

The LAP Agreement for design of this project will expire on June 30, 2019. The project was delayed when the scope was redrafted to match the current format, and during solicitation. The project is currently under design and is expected to be completed June 30, 2020. We are requesting a new expiration date of July 30, 2020 to allow for design, and closeout of the project. Construction is currently not scheduled to let until 2022 so additional time for design will not impact that phase of the project.

I look forward to hearing from you regarding this matter. Please feel free to contact me at (850) 595-0272 or e-mail me if you have any questions.

Sincerely,

Colby Brown
Deputy Director

c: David Forte, Division Manager
Robin Lambert, Accounting Manager
Harold Coats, Financial Reporting/Grants
Meghan S. Jadofsky. Local Program Coordinator

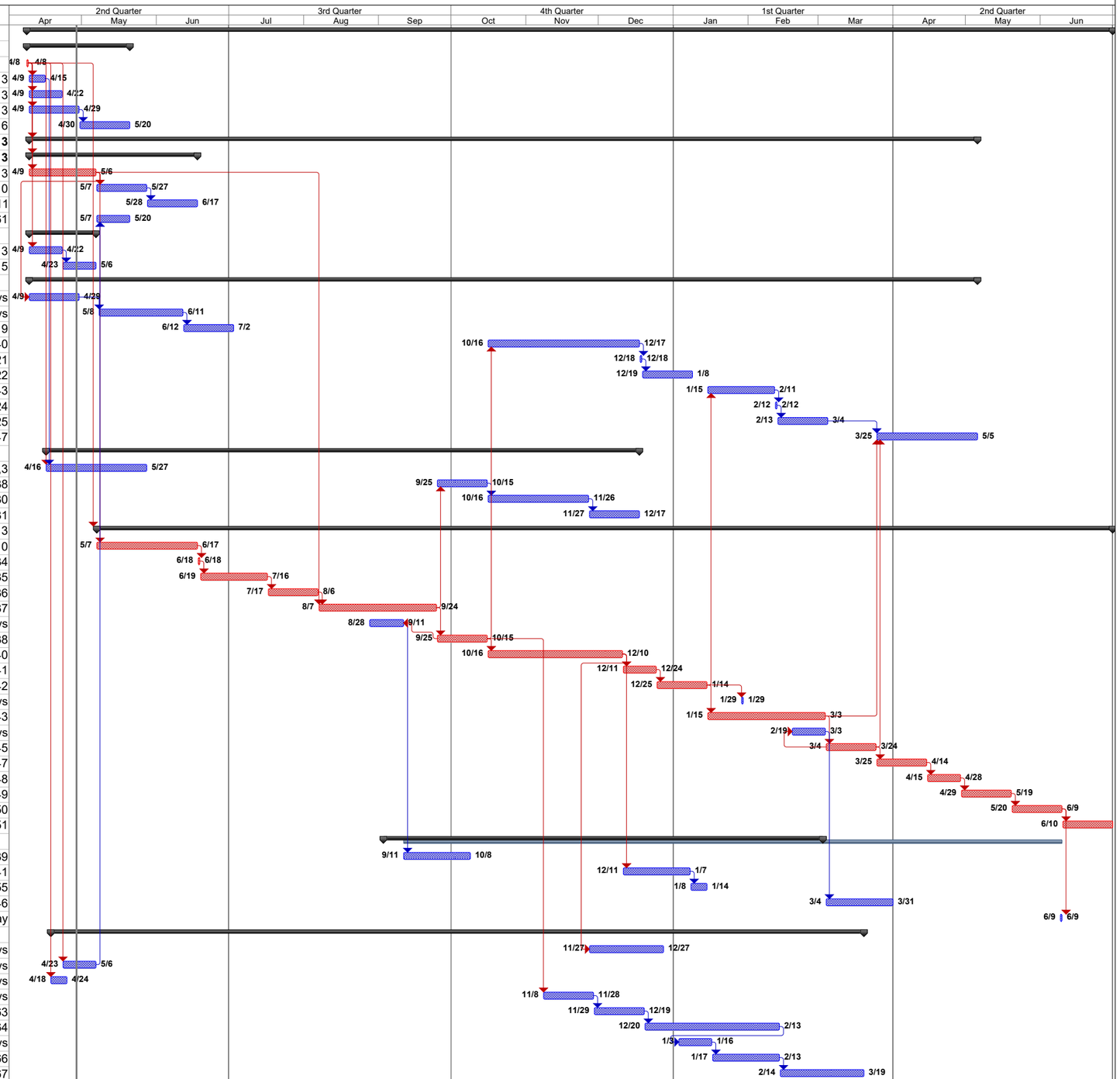
Enclosure: Schedule

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American CONSULTING

PD 17-18.023 OC Philips Road over Brushy Creek (Bridge No. 484029):
FPID: 430468-1-38-01/FAIN No. D317-043-B
Escambia County, FL

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Project Schedule**	**322 days**	**Mon 4/8/19**	**Tue 6/30/20**	
2	**Project General Tasks & Public Involvement**	**31 days**	**Mon 4/8/19**	**Mon 5/20/19**	
3	Notice to Proceed	1 day	Mon 4/8/19	Mon 4/8/19	
4	Project Kick-Off Meeting	5 days	Tue 4/9/19	Mon 4/15/19	3
5	Project Schedule & QA/QC Plan	10 days	Tue 4/9/19	Mon 4/22/19	3
6	Community Awareness Plan (CAP)	15 days	Tue 4/9/19	Mon 4/29/19	3
7	County Review/Approve of CAP	15 days	Tue 4/30/19	Mon 5/20/19	6
8	**Field Investigation**	**281 days**	**Tue 4/9/19**	**Tue 5/5/20**	**3**
9	**Design Survey & R/W (SSMC)**	**50 days**	**Tue 4/9/19**	**Mon 6/17/19**	**3**
10	Design Survey	20 days	Tue 4/9/19	Mon 5/6/19	3
11	Office Survey	15 days	Tue 5/7/19	Mon 5/27/19	10
12	Approval of Control Survey, Centerline/Baseline	15 days	Tue 5/28/19	Mon 6/17/19	11
13	Survey Wetlands	10 days	Tue 5/7/19	Mon 5/20/19	61
14	**Utility Designating**	20 days	Tue 4/9/19	Mon 5/6/19	
15	Field Designations	10 days	Tue 4/9/19	Mon 4/22/19	3
16	Office Survey	10 days	Tue 4/23/19	Mon 5/6/19	15
17	**R/W**	**281 days**	**Tue 4/9/19**	**Tue 5/5/20**	
18	R/W Survey	15 days	Tue 4/9/19	Mon 4/29/19	10FS-20 days
19	Prepare R/W Control Maps	25 days	Wed 5/8/19	Tue 6/11/19	18FS+6 days
20	County Review & Approval of Control Maps	15 days	Wed 6/12/19	Tue 7/2/19	19
21	Prepare Preliminary RW Requirements	45 days	Wed 10/16/19	Tue 12/17/19	40
22	Submit Preliminary RW Requirements	1 day	Wed 12/18/19	Wed 12/18/19	21
23	County Review Preliminary RW Requirements	15 days	Thu 12/19/19	Wed 1/8/20	22
24	Prepare Final RW Requirements	20 days	Wed 1/15/20	Tue 2/11/20	43
25	Submit Final RW Requirements	1 day	Wed 2/12/20	Wed 2/12/20	24
26	County Review/Approve Final RW Requirements	15 days	Thu 2/13/20	Wed 3/4/20	25
27	Prepare/Review/Approve Final RW Maps	30 days	Wed 3/25/20	Tue 5/5/20	45,26,47
28	**Geotechnical (LMJ)**	**176 days**	**Tue 4/16/19**	**Tue 12/17/19**	
29	Phase I Data Collection, Analysis & Report	30 days	Tue 4/16/19	Mon 5/27/19	4,3
30	County Review of Phase I Geotechnical Report	15 days	Wed 9/25/19	Tue 10/15/19	38
31	Prepare Final Geotech Report	30 days	Wed 10/16/19	Tue 11/26/19	30
32	County Review & Approve Final Geotechnical Report	15 days	Wed 11/27/19	Tue 12/17/19	31
33	**Design & Plans Preparation (All Disciplines)**	**301 days**	**Tue 5/7/19**	**Tue 6/30/20**	3
34	Develop Design Alternatives Based on Survey	30 days	Tue 5/7/19	Mon 6/17/19	10
35	15% Design Resolution Meeting	1 day	Tue 6/18/19	Tue 6/18/19	34
36	Typical Section Package & Variations/Exceptions	20 days	Wed 6/19/19	Tue 7/16/19	35
37	County Review/Approve of Typical Section Package	15 days	Wed 7/17/19	Tue 8/6/19	36
38	Phase I Plans (Roadway,BHR, BDR, etc.)	35 days	Wed 8/7/19	Tue 9/24/19	10,37
39	INTERNAL QC Phase I Plans	10 days	Wed 8/28/19	Wed 9/11/19	40SF-10 days
40	County Review of Phase I Plans	15 days	Wed 9/25/19	Tue 10/15/19	38
41	Phase II Plans (Roadway, Drainage & Structures)	40 days	Wed 10/16/19	Tue 12/10/19	40
42	INTERNAL QC Phase II Plans	10 days	Wed 12/11/19	Tue 12/24/19	41
43	County Review of Phase II Plans	15 days	Wed 12/25/19	Tue 1/14/20	42
44	Post Phase II Review Workshop	1 day	Wed 1/29/20	Wed 1/29/20	43FS+10 days
45	Phase III Plans (Roadway, Drainage & Structures)	35 days	Wed 1/15/20	Tue 3/3/20	43
46	INTERNAL QC Phase III Plans	10 days	Wed 2/19/20	Tue 3/3/20	47SS-10 days
47	County Review of Phase III Plans	15 days	Wed 3/4/20	Tue 3/24/20	45
48	Phase IV Plans (Roadway, Drainage & Structures)	15 days	Wed 3/25/20	Tue 4/14/20	47
49	INTERNAL QC Phase IV Plans	10 days	Wed 4/15/20	Tue 4/28/20	48
50	County Review of Phase IV Plans	15 days	Wed 4/29/20	Tue 5/19/20	49
51	Final Plans (Roadway, Drainage & Structures)	15 days	Wed 5/20/20	Tue 6/9/20	50
52	County Acceptance of Final Plans	15 days	Wed 6/10/20	Tue 6/30/20	51
53	**Utility Coordination**	**130 days**	**Tue 9/3/19**	**Mon 3/2/20**	
54	Utility Coordination Phase I	20 days	Wed 9/11/19	Tue 10/8/19	39
55	Utility Coordination FYI	20 days	Wed 12/11/19	Tue 1/7/20	41
56	Optional VVH (if needed)	5 days	Wed 1/8/20	Tue 1/14/20	55
57	Utility Coordination Phase II	20 days	Wed 3/4/20	Tue 3/31/20	46
58	Utility Certification	1 day	Tue 6/9/20	Tue 6/9/20	51FS-1 day
59	**Environmental & Permitting (Scalar)**	**241 days**	**Thu 4/18/19**	**Thu 3/19/20**	
60	Pre-application Meeting with NWFWMD & USACE	23 days	Wed 11/27/19	Fri 12/27/19	41FS-10 days
61	Wetland Delineation & Wildlife Survey	10 days	Tue 4/23/19	Mon 5/6/19	3FS+10 days
62	USCG Bridge Project Questionnaire	5 days	Thu 4/18/19	Wed 4/24/19	3FS+7 days
63	Prepare Permit Application(s)	15 days	Fri 11/8/19	Thu 11/28/19	40FS+17 days
64	County Review of Permit Applications	15 days	Fri 11/29/19	Thu 12/19/19	63
65	Agency Review of Permit Applications	40 days	Fri 12/20/19	Thu 2/13/20	64
66	Respond to RAI from Permitting Agencies	10 days	Fri 1/3/20	Thu 1/16/20	65FS-30 days
67	Agency Review of response to RAI	20 days	Fri 1/17/20	Thu 2/13/20	66
68	Receive Permits	25 days	Fri 2/14/20	Thu 3/19/20	67



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17880 **County Administrator's Report 11. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Amendment #1 to Wheelchair Ramp Partnership Pilot Project Agreement for Pensacola Habitat for Humanity, Inc.
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #1 to the Wheelchair Ramp Partnership Pilot Project Agreement for Pensacola Habitat for Humanity, Inc.- Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning Amendment #1 to the Wheelchair Ramp Partnership Pilot Project Agreement for Pensacola Habitat for Humanity, Inc.:

A. Approve Amendment #1 to the Wheelchair Ramp Partnership Pilot Project Agreement with Pensacola Habitat for Humanity, Inc., to provide additional funding, for a total of $16,000, and to extend the project date through September 30, 2021; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment as necessary to implement the Program.

[Funding: Fund 146/CDBG Housing Loan Repayment Fund, Cost Center 370291]

BACKGROUND:

At the December 13, 2018, Committee of the Whole, the Board approved implementing a Wheelchair Ramp Pilot Program to provide funding for supplies and materials in partnership with not for profit agencies who install the ramps through the use of volunteers. On February 21, 2019, the Board approved Agreements with Pensacola Civitan Club, Inc. ($12,000), Council on Aging of West Florida, Inc. ($10,000), Pensacola Habitat for Humanity, Inc. ($6,000), and Ray of Hope, Inc. ($14,000), to begin implementing the programs. Pensacola

Habitat for Humanity anticipates expending all of its allocated funds by mid-May and has requested $10,000 in additional funds to continue implementation of the program through September 2021.

Agencies provide volunteer labor to construct ramps for income eligible applicants; all assistance will be in the form of a Grant. The Neighborhood Enterprise Division screens applicants for income eligibility. Last fiscal year, 10 ramps were constructed, with an average cost of $559 per ramp. This fiscal year through the end of April, 8 ramps have been constructed, with an average cost of $853 per ramp.

BUDGETARY IMPACT:

Funds are available in Fund 146/CDBG Housing Loan Repayment Fund, Cost Center 370291.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Amendment has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

The Neighborhood Enterprise Division (NED) will accept referrals from the participating agencies in order review applicants for income eligibility and other program requirements as determined by the Board. Once an applicant is approved, the agency will be notified by NED for scheduling of ramp installation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements and Amendments with outside agencies administering CDBG funds must be approved by the Board.

IMPLEMENTATION/COORDINATION:

NED will work with the agencies as required to implement the project.

Attachments

WC Ramp Program Amendment 1-Habitat

AMENDMENT #1
WHEELCHAIR RAMP PARTNERSHIP PILOT PROJECT AGREEMENT

THIS AMENDMENT TO THE AGREEMENT is made and entered into by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, ("County"), FID #59-6000598, and **PENSACOLA HABITAT OF HUMANITY, INC.**, a not for profit corporation organized under the laws of the State of Florida ("Agency"), FID #59-2186044.

WITNESSETH:

WHEREAS, on February 21, 2019, the parties previously entered into a Wheelchair Ramp Partnership Pilot Project Agreement (hereinafter referred to as the "Agreement") for the purpose of providing funding to qualified organizations to install wheelchair ramps for income eligible applicants with volunteer labor (hereinafter referred to as "the Program"); and

WHEREAS, the County and Agency now wish to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, the County and Agency hereby agree to amend the Agreement as follows:

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

2. **ARTICLE II, Section 2,** relating to **Funding** is amended as follows:

2. The funds to be made available by the County in support of the Project shall not exceed ~~$6,000~~ **$16,000.00**. The funds shall be paid on a reimbursement basis for eligible costs associated with the Agency's implementation of the Project. Said funds are solely available from the County's Fund 146-Loan Repayment.

3. **ARTICLE VI, Section 6,** relating to **Agreement Period** is amended as follows:

6. This Agreement shall commence on the **21st** day of **February 2019** and shall ~~continue for a term of one (1) year from said date or until all of the subject funds are fully expended~~ expire on September 30, 2021. All provisions stated herein shall remain in force for the full term of this Agreement.

4. All other provisions of the Agreement that are not in conflict with the amendments contained herein shall remain in full force and effect.

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

6. 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 or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

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

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

BY: _____
Steven Barry, Chairman

Attest: Pam Childers
Clerk of the Circuit Court

Date: _____

BCC Approved: May 21, 2020

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 05-08-2020

[SEAL]

AGENCY: PENSACOLA HABITAT FOR HUMANITY, INC.

By: _____
Mei Davis, Chair

Witness: _____

Date: _____

Witness: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this ____ day of _____, 2020, by Mei Davis, who is Chair of Pensacola Habitat for Humanity, and is [ ] personally known to me or who has produced _____ as identification and who [ ] did / [ ] did not take an oath.

Given under my hand and official seal this _____ day of _____, 2020.

_____
Signature of Notary Public

(Notary Seal)

_____
Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17854 **County Administrator's Report 11. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Issuance of a Purchase Order for Perdido Landfill GCCS Repair and Maintenance
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the issuance of a Purchase Order to K & J Winsupply for Wafer Butterfly Valves at Perdido Landfill Gas Collection and Control System - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning a Purchase Order to K & J Winsupply for valves and valve actuators for the Perdido Landfill Gas Collection and Control System (GCCS):

A. Authorize the issuance of a Purchase Order to K & J Winsupply, in the amount of $36,235.55, for valves and valve actuators, per the terms provided in the Quotation Overview in Vendor Registry; and

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

This request for quotations was emailed to 112 registrants in Vendor Registry, representing 28 firms. 16 firms opened and viewed the request for quotations. At closing on April 10, 2020, 4:00 p.m., two quotations had been received, with both registered through Vendor Registry.

Vendor/Contractor	Amount	Contract Number
K & J Winsupply Purchase and Install three Valves with Bolt and Gasket Kits. Fund 401, Solid Waste Fund Cost Center: 230308, Landfill Gas to Energy Object Code: 54601, Repairs and Maintenance	$36,235.55	N/A Request for Quotations via Vendor Registry and/or Hand Delivery

[Funding: Fund 401, Solid Waste Fund; Cost Center 230308, Landfill Gas to Energy; Object Code, 54601, Repairs and Maintenance]

BACKGROUND:

Due to the landfill's design capacity to accept municipal solid waste, the facility is subject to the Environmental Protection Agency's New Source Performance Standards (NSPS) 40 CFR 60, Subpart WWW and 40 CFR 63, Subpart AAAA, which requires the operation of a landfill gas collection and control system. In order to avoid uncontrolled release of landfill gas to the atmosphere, a blower flare station (BFS) is in operation in conjunction with two internal combustion engines and auxiliary equipment. In the event gas is generated beyond the limits of the engines to burn and/or if engines are not operational, landfill gas is destroyed utilizing the BFS. For the BFS to work in conjunction with the engines, valves are needed to control gas flow in accordance with Title V Air Operation Permit #03302406-012-AV.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
K & J Winsupply Purchase and Install 3 Valves with bolt and gasket kits. Fund 401, Solid Waste Fund Cost Center: 230308, Landfill Gas to Energy Object Code: 54601, Repairs and Maintenance	$36,235.55	N/A Request for Quotations via Vendor Registry and/or Hand Delivery

Funds are available in Fund 401, Solid Waste Fund; Cost Center 230308, Landfill Gas to Energy; Object Code, 54601, Repairs and Maintenance

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal sign-off was not required for this Recommendation.

PERSONNEL:

This Recommendaton was prepared by Waste Services Department personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Section 46-44.

IMPLEMENTATION/COORDINATION:

Waste Services Department will coordinante with the Office of Purchasing for the issuance of the Purchase Order and County Administrator's signing.

Attachments

Quotation_Analytics

VendorRegistry

Analytics

for 'Solid Waste Wafer Butterfly Valves'

Expired Quotes / Expired Quote / Analytics

Unique Views **4**

Notifications Sent **112**

Hide Details

Name	Email	Date
MRC Global Jake Guba	Jake.Guba@mrcglobal.com	3/11/2020 3:54:44 PM Central Standard Time
USA Bearings and Belts	usabearings@msn.com	3/11/2020 3:54:44 PM Central Standard Time
Anixter	mark.davenport@anixter.com	3/11/2020 3:54:44 PM Central Standard Time
SOUTHERN PIPE & SUPPLY CO.	will.collier@southernpipe.com	3/11/2020 3:54:44 PM Central Standard Time
Pensacola Hardware Co.	jimmy@pensacolahardware.com	3/11/2020 3:54:44 PM Central Standard Time
Pensacola Hardware Co.	martin@pensacolahardware.com	3/11/2020 3:54:44 PM Central Standard Time
Pensacola Hardware Co.	jimmy@pensacolahardware.com	3/11/2020 3:54:44 PM Central Standard Time
Pensacola Hardware Co.	martin@pensacolahardware.com	3/11/2020 3:54:44 PM Central Standard Time

Name	Email	Date
TMS South, Inc.	edith@tmssouth.com	3/11/2020 3:54:44 PM Central Standard Time
Consolidated Electrical Distributors, Inc.	ddrew@alstonced.com	3/11/2020 3:54:44 PM Central Standard Time
Consolidated Electrical Distributors, Inc.	sskipper@alstonced.com	3/11/2020 3:54:44 PM Central Standard Time
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K & J Winsupply Pensacola	deans@kjsupplyco.com	3/11/2020 3:54:44 PM Central Standard Time
K & J Winsupply Pensacola	jimc@kjsupplyco.com	3/11/2020 3:54:44 PM Central Standard Time
K & J Winsupply Pensacola	deans@kjsupplyco.com	3/11/2020 3:54:44 PM Central Standard Time
K & J Winsupply Pensacola	jimc@kjsupplyco.com	3/11/2020 3:54:44 PM Central Standard Time
Harden Miner Development LLC	hardenminerdevelopment@outlook.com	3/11/2020 3:54:44 PM Central Standard Time
Harden Miner Development LLC	Rminer251@gmail.com	3/11/2020 3:54:44 PM Central Standard Time
Harden Miner Development LLC	hardenminerdevelopment@outlook.com	3/11/2020 3:54:44 PM Central Standard Time
Harden Miner Development LLC	Rminer251@gmail.com	3/11/2020 3:54:45 PM Central Standard Time

Name	Email	Date
Mathes Electric Supply Co	chris@matheselectric.com	3/11/2020 3:54:45 PM Central Standard Time
Mathes Electric Supply Co	rkilpatrick@matheselectric.com	3/11/2020 3:54:45 PM Central Standard Time
Mathes Electric Supply Co	chris@matheselectric.com	3/11/2020 3:54:45 PM Central Standard Time
Mathes Electric Supply Co	rkilpatrick@matheselectric.com	3/11/2020 3:54:45 PM Central Standard Time
Knox Pest Control	lindashelton@knoxpest.com	3/11/2020 3:54:45 PM Central Standard Time
maintenance supply specialist, inc	laura@mss4u.com	3/11/2020 3:54:45 PM Central Standard Time
Tools Unlimited	purchasing@richlandind.com	3/11/2020 3:54:45 PM Central Standard Time
MVATION WORLDWIDE INC.	biddesk@mvation.com	3/11/2020 3:54:45 PM Central Standard Time
Stuart C. Irby	hall@irby.com	3/11/2020 3:54:45 PM Central Standard Time
Stuart C. Irby	turner@irby.com	3/11/2020 3:54:45 PM Central Standard Time
Stuart C. Irby	hall@irby.com	3/11/2020 3:54:45 PM Central Standard Time
Stuart C. Irby	turner@irby.com	3/11/2020 3:54:45 PM Central Standard Time
MRO Direct Solutions Inc	ethomas@mrodirectsolutions.com	3/11/2020 3:54:45 PM Central Standard Time

Name	Email	Date
Best Plumbing Specialties Inc	contracts@bestplumbingonline.com	3/11/2020 3:54:45 PM Central Standard Time
Pat's Pump & Blower	PatrickJ@Patspump.com	3/11/2020 3:54:45 PM Central Standard Time
Pat's Pump & Blower	patspump@aol.com	3/11/2020 3:54:45 PM Central Standard Time
Pat's Pump & Blower	PatrickJ@Patspump.com	3/11/2020 3:54:45 PM Central Standard Time
Pat's Pump & Blower	patspump@aol.com	3/11/2020 3:54:45 PM Central Standard Time
Core & Main	kris.lammers@coreandmain.com	3/11/2020 3:54:45 PM Central Standard Time
Gorman Company	doug.caux@hajoca.com	3/11/2020 3:54:45 PM Central Standard Time
All American Faucet Parts, Inc.	ajthornton@bellsouth.net	3/11/2020 3:54:45 PM Central Standard Time
All American Faucet Parts, Inc.	reronfaris@yahoo.com	3/11/2020 3:54:45 PM Central Standard Time
All American Faucet Parts, Inc.	ajthornton@bellsouth.net	3/11/2020 3:54:45 PM Central Standard Time
All American Faucet Parts, Inc.	reronfaris@yahoo.com	3/11/2020 3:54:45 PM Central Standard Time
Mayer Electric Supply	dmowdy@mayerelectric.com	3/11/2020 3:54:45 PM Central Standard Time
LIGHTNING POWER	lightningpowerel@aol.com	3/11/2020 3:54:45 PM Central Standard Time

Name	Email	Date
Technology International, Inc.	tii@tii-usa.com	3/11/2020 3:54:45 PM Central Standard Time
Anixter Power Solutions	mark.davenport@anixter.com	3/11/2020 3:54:45 PM Central Standard Time
Empire Pipe & Supply	connor@empirepipe.com	3/11/2020 3:54:45 PM Central Standard Time
empire builders	mike@empirebuildersgroup.com	3/11/2020 3:54:45 PM Central Standard Time
MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	3/11/2020 3:54:45 PM Central Standard Time
MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	3/11/2020 3:54:45 PM Central Standard Time
MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	3/11/2020 3:54:45 PM Central Standard Time
MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	3/11/2020 3:54:45 PM Central Standard Time
Water Technology Inc.	gregor@wti.services	3/11/2020 3:54:45 PM Central Standard Time
MRC Global Jake Guba	Jake.Guba@mrcglobal.com	3/31/2020 3:56:53 PM Central Standard Time
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Harden Miner Development LLC	hardenminerdevelopment@outlook.com	3/31/2020 3:56:54 PM Central Standard Time
Harden Miner Development LLC	Rminer251@gmail.com	3/31/2020 3:56:54 PM Central Standard Time
Mathes Electric Supply Co	chris@matheselectric.com	3/31/2020 3:56:54 PM Central Standard Time
Mathes Electric Supply Co	rkilpatrick@matheselectric.com	3/31/2020 3:56:55 PM Central Standard Time
Mathes Electric Supply Co	chris@matheselectric.com	3/31/2020 3:56:55 PM Central Standard Time
Mathes Electric Supply Co	rkilpatrick@matheselectric.com	3/31/2020 3:56:55 PM Central Standard Time
Knox Pest Control	lindashelton@knoxpest.com	3/31/2020 3:56:55 PM Central Standard Time
maintenance supply specialist, inc	laura@mss4u.com	3/31/2020 3:56:55 PM Central Standard Time
Tools Unlimited	purchasing@richlandind.com	3/31/2020 3:56:55 PM Central Standard Time
MVATION WORLDWIDE INC.	biddesk@mvation.com	3/31/2020 3:56:55 PM Central Standard Time
Stuart C. Irby	hall@irby.com	3/31/2020 3:56:55 PM Central Standard Time

Name	Email	Date
Stuart C. Irby	turner@irby.com	3/31/2020 3:56:55 PM Central Standard Time
Stuart C. Irby	hall@irby.com	3/31/2020 3:56:55 PM Central Standard Time
Stuart C. Irby	turner@irby.com	3/31/2020 3:56:55 PM Central Standard Time
MRO Direct Solutions Inc	ethomas@mrodirectsolutions.com	3/31/2020 3:56:55 PM Central Standard Time
Best Plumbing Specialties Inc	contracts@bestplumbingonline.com	3/31/2020 3:56:55 PM Central Standard Time
Pat's Pump & Blower	PatrickJ@Patspump.com	3/31/2020 3:56:55 PM Central Standard Time
Pat's Pump & Blower	patspump@aol.com	3/31/2020 3:56:55 PM Central Standard Time
Pat's Pump & Blower	PatrickJ@Patspump.com	3/31/2020 3:56:55 PM Central Standard Time
Pat's Pump & Blower	patspump@aol.com	3/31/2020 3:56:55 PM Central Standard Time
Core & Main	kris.lammers@coreandmain.com	3/31/2020 3:56:56 PM Central Standard Time
Gorman Company	doug.caux@hajoca.com	3/31/2020 3:56:56 PM Central Standard Time
All American Faucet Parts, Inc.	ajthornton@bellsouth.net	3/31/2020 3:56:56 PM Central Standard Time
All American Faucet Parts, Inc.	reronfaris@yahoo.com	3/31/2020 3:56:56 PM Central Standard Time

Name	Email	Date
All American Faucet Parts, Inc.	ajthornton@bellsouth.net	3/31/2020 3:56:56 PM Central Standard Time
All American Faucet Parts, Inc.	reronfaris@yahoo.com	3/31/2020 3:56:56 PM Central Standard Time
Mayer Electric Supply	dmowdy@mayerelectric.com	3/31/2020 3:56:56 PM Central Standard Time
LIGHTNING POWER	lightningpowerel@aol.com	3/31/2020 3:56:56 PM Central Standard Time
Technology International, Inc.	tii@tii-usa.com	3/31/2020 3:56:56 PM Central Standard Time
Anixter Power Solutions	mark.davenport@anixter.com	3/31/2020 3:56:56 PM Central Standard Time
Empire Pipe & Supply	connor@empirepipe.com	3/31/2020 3:56:56 PM Central Standard Time
empire builders	mike@empirebuildersgroup.com	3/31/2020 3:56:56 PM Central Standard Time
MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	3/31/2020 3:56:56 PM Central Standard Time
MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	3/31/2020 3:56:56 PM Central Standard Time
MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	3/31/2020 3:56:56 PM Central Standard Time
MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	3/31/2020 3:56:56 PM Central Standard Time
Water Technology Inc.	gregor@wti.services	3/31/2020 3:56:56 PM Central Standard Time

Notifications Opened 16

Hide Details

Name	Date
ajthornton@bellsouth.net	4/2/2020 4:42:05 PM
chris@matheselectric.com	3/31/2020 9:06:48 PM
ddrew@alstonced.com	3/11/2020 9:24:03 PM
hall@irby.com	3/11/2020 8:58:20 PM
jimc@kjsupplyco.com	4/14/2020 2:25:08 PM
jimmy@pensacolahardware.com	4/1/2020 2:00:39 PM
laura@mss4u.com	4/1/2020 1:59:55 AM
lightningpowerel@aol.com	4/1/2020 6:46:11 PM
LMCNORTON@MCNORTONHVAC.COM	3/24/2020 12:36:01 PM
mark.davenport@anixter.com	3/11/2020 8:56:47 PM
martin@pensacolahardware.com	3/31/2020 9:25:28 PM
patspump@aol.com	4/1/2020 5:42:09 PM
sean@mcnortonhvac.com	3/12/2020 3:03:22 AM
sskipper@alstonced.com	3/11/2020 9:43:38 PM
tii@tii-usa.com	3/31/2020 9:36:38 PM
usabearings@msn.com	3/31/2020 9:35:42 PM

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17873 **County Administrator's Report 11. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Recommendation Concerning Amendment One to the Walton County Sheriff's Office Memorandum of Agreement
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment One to the Walton County Sheriff's Office Memorandum of Agreement - William R. Powell, Director of Corrections

That the Board take the following action concerning the First Amendment to the Memorandum of Agreement (MOA) between Escambia County, Florida, and Walton County, which provides temporary housing for some of the Escambia County Inmates:

A. Approve the Amendment to the MOA for temporary housing of some of Escambia County Inmates which extends the Agreement to July 9, 2021; and

B. Authorize the Chairman to execute the Amendment for the Agreement for temporary inmate housing.

[Funding is available in the Fiscal Year 2019-2020 budget in Fund 001, General Fund; Detention Cost Center 290401; Object Code 53401]

BACKGROUND:

On April 29, 2014, Escambia County, Florida, experienced an unprecedented and unanticipated rainfall evert, which flooded portions of the Escambia County Jail and the Central Booking and Detention (CBD) Center. On April 30, 2014, an explosion occurred in the CBD, resulting in the evacuation and relocation of all inmates housed in the facility. On or about August 21, 2014, the parties entered into an MOA for the temporary housing of Escambia County inmates at the Walton County Jail.

Currently the MOA will expire on July 9, 2020. Due to the fact that construction of the new jail is not complete at this time, this Agreement needs to be extended.

BUDGETARY IMPACT:

The requested extension will be in effect as of July 9, 2020. The funds have been budgeted into the Fiscal Year 2019-2020 budget for General Fund 001; Jail Detention Cost Center 290401; Object Code 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Amendment has been prepared and found to be legally sufficient by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Board of County Commissioners Policy requires Contract Amendments to be Board approved.

IMPLEMENTATION/COORDINATION:

Contract requirements will be carried out by the Escambia County Department of Corrections.

Attachments

Amendment #1

AMENDMENT TO MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE WALTON COUNTY SHERIFF'S OFFICE FOR THE TEMPORARY HOUSING OF INMATES

THIS AMENDMENT TO THE MEMORANDUM OF AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter referred to as "County"), with an administrative address of 221 Palafox Place, Suite 420, Pensacola, Florida 32502, and the Walton County Sheriff's Office (hereinafter referred to as "WCSO"), with an administrative address of 752 Triple G Road, Defuniak Springs, Florida 32433. County and WCSO may hereinafter be referred to collectively as the "Parties".

WITNESSETH:

WHEREAS, on April 29, 2014, Escambia County, Florida, experienced an unprecedented and unanticipated rainfall event, which flooded portions of the Escambia County Jail and the Central Booking and Detention Center (CBD), and on April 30, 2014, an explosion occurred in the CBD resulting in the evacuation and relocation of all inmates housed in the facility; and

WHEREAS, on or about August 21, 2014, the Parties first entered into a Memorandum of Agreement for the temporary housing of Escambia County inmates at the Walton County Jail in Walton County, which was superseded in its entirety on October 4, 2016, when the Parties entered into the second Memorandum of Agreement for the temporary housing of Escambia County inmates; and

WHEREAS, on or about July 10, 2017, the Parties entered into the third Memorandum of Agreement for the temporary housing of Escambia County inmates, which superseded in its entirety the second Memorandum of Agreement entered into on October 4, 2016; and

WHEREAS, the Parties find it in the best interest of the public to amend the Memorandum of Agreement dated July 10, 2017, to extend the term as provided herein.

NOW THEREFORE, it is mutually agreed that the Parties enter into this Amendment to the Memorandum of 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 2.2 of the Memorandum of Agreement is hereby amended as follows:

> 2.2 Term**.** The Term of this Agreement shall commence upon the Effective Date and shall remain in full force and effect for ~~three (3)~~ four (4) years expiring on July 9, 2021, unless earlier terminated as provided herein.

3. The Parties hereby agree that all other terms and conditions of the Memorandum of Agreement shall remain in full force and effect.

4. The Memorandum of 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 Memorandum of Agreement shall be in the County of Escambia.

5. This Amendment to the Memorandum of Agreement shall become effective upon the date last executed by the Parties.

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

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

By: _____
Steven Barry, Chairman

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 04-28-2020

WALTON COUNTY SHERIFF'S OFFICE

_____
Witness

_____
Witness

By: _____
Major Donald Clark

Date: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17904 **County Administrator's Report 11. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Application for Funding Assistance for JAG County-wide Funds to Support The Jail Alternative Initiative Project For FY 2019-2020
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Application for Funding Assistance Regarding the Florida Department of Law Enforcement Justice Assistance Grant (JAG) County-wide Program to Support the Jail Alternative Initiative and Tactical Response Team Project - William R. Powell, Director of Corrections

That the Board take the following action concerning the Application for the Jail Alternative Initiative project:

A. Approve the Application for Funding Assistance regarding the Florida Department of Law Enforcement Justice Assistance Grant (JAG) County-wide Program for the Jail Alternative Initiative and Tactical Response Team Project, in the amount of $41,133;

B. Authorize the Chairman to Sign the Application for Funding Assistance, to include the Subaward Standard Conditions;

C. Authorize the Chairman to sign the Certifications regarding Lobbying, Debarment and Drug-Free Workplace requirements and to sign the Financial Management and System of Internal Controls Questionnaire; and

D. Authorize the Department to electronically submit the Application on behalf of the Board through the Florida Department of Law Enforcement, Subgrant Information Management On-line System (SIMON) portal.

[Funding: The funds are made available through the Federal Fiscal Year 2019

Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide Solicitation, for the period beginning October 1, 2019, and terminating September 30, 2021. There is no cost to the County]

BACKGROUND:

The $41,133 Grant will be utilized for the Jail Alternative Initiative (JAI) and Tactical Response Team Projects. The JAI project will ensure that qualified offenders who are eligible for release are not penalized due to their inability to remit payment for the alternative electronic monitoring programs or drug patch program offered by the County. Eligible offenders have no monetary bond requirement with the condition of GPS monitoring, SCRAM (secure continuous remote alcohol monitor) unit or a drug patch as a condition of release.

Funds will also be expended to support Corrections Officer Tactical Safety and Wellness. The ability for Corrections Officers to protect themselves during dangerous encounters is essential. The Escambia Corrections Tactical Response Team (TRT)responds to the transport of high-risk inmates, cell extractions, mass searches, riots and disturbances that potentially involve uncooperative or violent inmates. TRT officers are outfitted with extensive gear, including body armor, helmet, tactical gloves, handcuffs, and less lethal equipment such as pepper spray and diversion devices. Intense TRT Instructor-level training covering less lethal techniques and skills for dangerous situations will be accomplished under the JAGC Grant. Upon completion of the training, TRT Officers will have the ability to provide in-service training to other Escambia TRT members to enhance the abilities of the entire TRT team.

This Grant will provide the needed funding to offset the costs associated with providing JAI services to indigent offenders and TRT Officer training and equipment beginning Fiscal Year 2019-2020.

BUDGETARY IMPACT:

The Grant draw-downs will be processed on a cost reimbursement basis. No additional funds are being requested from the Board.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Application has been reviewed and approved for legal sufficiency by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

The Corrections Department staff will manage and implement the Grant project.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation complies with all provisions of the Board of County Commissioners' Grant Policy.

IMPLEMENTATION/COORDINATION:

Corrections Department Staff will administer the Grant related project.

Attachments

FFY19 JAG C Grant Application

Lobby Debar Drug Free Cert

Subaward Mgt Questionnaire

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: Escambia County Board of County Commissioners
County: Escambia

Chief Official

Name:
Title:
Address:

City:
State: **Zip:**
Phone: **Ext:**
Fax:
Email:

Chief Financial Officer

Name: Pam Childers
Title: Clerk of the Circuit Court and Comptroller
Address: 221 North Palafox Street
Suite 140
City: Pensacola
State: FL **Zip:** 32502-5827
Phone: 850-595-4830 **Ext:**
Fax:
Email: pchilders@EscambiaClerk.com

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency

Organization Name: Escambia County Department of Corrections

County: Escambia

Chief Official

Name: William Powell

Title: Chief Corrections Officer

Address: 2251 North Palafox

City: Pensacola

State: FL **Zip:** 32501-1722

Phone: 850-595-3114 **Ext:**

Fax:

Email: wrpowell@myescambia.com

Project Director

Name: Donna Brewton

Title: Corrections Financial Manager

Address: 2251 North Palafox Street

City: Pensacola

State: FL **Zip:** 32501-1722

Phone: 850-595-3114 **Ext:**

Fax:

Email: DLBrewton@myescambia.com

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 1: Administration

Section Questions:

Question: If yes to either #1 or #2, describe each practice AND provide a copy of each law or policy to criminaljustice@fdle.state.fl.us.

Answer: SB 168: Federal Immigration Enforcement. The bill prohibits state and local governments from having sanctuary policies in effect and requires such entities to support and cooperate with federal immigration enforcement.

Question: Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE)?

Answer: No

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

Answer: No

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: JAIL ALT INITIATIVE,TRT,OFFICER HEALTH\SAFETY FOR FFY 2019

Subgrant Recipient: Escambia County Board of County Commissioners

Implementing Agency: Escambia County Department of Corrections

Project Start Date: 10/1/2019 **End Date:** 9/30/2021

Problem Identification

1. Escambia County Corrections experiences overcrowding in their correctional facilities. To mitigate overcrowding, Escambia County advocates for providing alternatives to incarceration in the form of alternative programs and/or monitoring. Offenders frequently are unable to participate in alternative programs due to their inability to pay the fees associated with these programs. The fees are the financial responsibility of the offender and are necessary to cover the operating costs of the respective program. When qualified offenders are financially unable to pay for the associated monitoring fees it creates a barrier preventing offenders from participating in alternative programs, as such they remain in jail.

2. The ability for a corrections officer to protect themselves in a dangerous encounter is essential. The Escambia Corrections Tactical Response Team (TRT) responds to the transport of high-risk inmates, cell extractions, mass searches, riots and disturbances that potentially involve uncooperative or violent inmates. TRT officers are outfitted with extensive gear, including but not limited to body armor, helmet, tactical gloves, handcuffs, and less lethal equipment such as pepper spray and diversion devices. There is a need for advanced TRT training for the safety and welfare of officers and current TRT field equipment to optimize officers ability to perform tactical response.

Project Summary (Scope of Work)

The mission of the Escambia County Community Corrections Division is to provide community-based alternatives to incarceration that ensure public safety, promote responsible behavior and encourage positive lifestyles. When an offender is sentenced to a period of supervision via a community-based alternative to incarceration, the offender is required to pay the associated operational fees. These fees are necessary to maintain the viability of the various programs offered through Escambia County Community Corrections. For offenders who are deemed indigent by the Court and/or the Community Corrections staff, assistance with payment of these fees through the Edward Byrne Memorial Justice Assistance Grant is being sought.

The grant will assist in ensuring the release of qualified low-level offenders from the Escambia County Jail. This would reflect a direct reduction in incarcerated offenders at the already overcrowded Escambia County Jail who will alternatively be placed in a supervised community-based program with assistance from the Edward Byrne Memorial Justice Assistance Grant. The primary emphasis of the Jail Alternative Initiative is to ensure that qualified offenders who are eligible for release are not penalized due to their inability to remit payment for the alternative programs associated fees. The grant will be utilized to offset the cost for indigent offenders released from the Escambia County Jail with an Electronic GPS monitoring device, drug patch/analysis, or SCRAM (secure continuous remote alcohol monitor) condition accompanying their terms of release. The fundamental objective of the Jail Alternative

Initiative is to provide community-based alternatives to indigent offenders who are incarcerated and have been court-ordered to be released under Community Corrections supervision. This program is not designed and will be prohibited from paying any court ordered bond requirements. Eligible offenders will have no bond requirement and as a condition of release will follow their court ordered provision of monitored GPS, drug patch/analysis, or SCRAM program. Providing for the indigent offender population will assist in alleviating the overcrowding at the Escambia County Jail while more importantly providing indigent individuals the opportunity to participate in an alternative program they would not otherwise have access to.

Escambia County Department of Corrections has a goal to transition indigent offenders with bonds less than $1,000 to GPS, SCRAM, or Drug Patch monitoring as an alternative to jail confinement. The major activities associated with reaching the goals as outlined are the identification of candidates in the target population, registration of those candidates to GPS monitoring, followed by continued growth of the effectiveness of the program using factual data.

The Escambia Community Corrections Division is currently utilizing the lowest priced vendor for Electronic Monitoring Service (GPS) and Secure Continuous Remote Alcohol Monitor (SCRAM) units as determined by competitive quotes obtained by the department to provide all offenders with the lowest cost for court ordered tracking equipment required for their release. Grant funding would be used to remit payment for contractual obligations for the indigent offender population in our three (3) target groups: SCRAM; GPS Active; GPS Passive. Drug patch costs and analysis will be also provided by the lowest priced vendor as determined by utilizing Vendor Registry. The GPS, SCRAM and Drug Patch and Analysis vendor?s minimum performance required for payment by the County will be established and accounted for through the local subcontract agreement. Documentation to support costs and activities will consist of a copy of the contractual agreement with the equipment provider, monthly logs with the name or identification number of each participant, the date of enrollment into the program and the date, time and duration of each monitoring appointment.

Within every jail or prison there is the potential for inmates to become disruptive, violent, or even riotous in nature. The way to respond to hostile and violent situations has dramatically changed over the past several years. Simply "running and reacting" to a dynamically developing situation is dangerous and unsafe for both the officers and the inmates involved. The Tactical Response Team (TRT) for Escambia County Corrections is made up of highly motivated and experienced Correction Officers that are trained to respond to dangerous encounters. The team is dedicated to the preservation of life and the presence of order within the Escambia County Jail. Each TRT officer is required to complete an intense tactical training program which demands physical strength and mental concentration during emergency situations. Utilizing grant funds, TRT Officers will be outfitted with less-than-lethal gear such as, Tasers, pepper spray, and diversion devices. Professional training for TRT leaders is essential to successfully deescalate dangerous situations and will be provided in addition to equipment training of all TRT members. TRT leaders will attend professionally administered four 8-hour instructor-level classes covering OC Aerosols, Impact Munitions, Chemical Munitions and Distraction Device Munitions. The student will acquire instructor-level knowledge of Defense Technology products, both technically and tactically, along with the skills necessary to conduct in-service training.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Copies of invoices and payment records will be provided to support expenditures for reimbursement. The deliverable for this agreement is the quarterly performance of the tasks and activities described in the scope of work in accordance with the local agency agreement. The County will request reimbursement of allowable costs identified in Section 4 on a quarterly basis. All activities discussed in the scope of work or project deliverables are for the expenses and contractual services provided to the Escambia County Department of Corrections.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 55

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?

Answer: 297619

Question: What is the Operating Capital Outlay threshold used by the subgrantee?
If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: $1,000

Question: What is the address of the location being used to provide services for this project?

Answer: Community Corrections, 2251 North Palafox Street, Pensacola, FL 32501.
Escambia County Jail, 2935 North "L" Street, Pensacola, FL 32501

Question: Describe your agency. (e.g., non-profit, community based, government)

Answer: Government

Question: What is the name of the jurisdiction(s) your agency provides service to. (e.g., City of Miami, Orange County, State of Florida)

Answer: Escambia County

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov?

Answer: Yes

Question: Does the subgrantee receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) $25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: No

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Monthly

Prime Purpose Area: 07 - Corrections

State Purpose Area: 1G - General Questions

Objectives and Measures

Objective: General Questions - General Questions for All Recipients

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: No other resources will be utilized for the target population to participate in the Jail Alternative Initiative.

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: None of the above.

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: No outreach activities as described are presently planned.

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: None of the above. Not applicable, Not a Law Enforcement Agency.

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have

Section 3: Performance

multiple goals, describe each goal separately.

Goal: Jail Alternative Initiative: 1.Provide offenders alternatives to incarceration. 2.Reduce jail population. 3.Enable offenders to continue to meet employment, family, and academic obligations.
Tactical Response Team: 1.Officer safety and wellness providing adequate TRT training to avoid officer injury. 2.Provide appropriate tactical equipment to avoid officer and inmate injury or harm.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes, agency is aware of reporting requirements.

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: The barrier encountered for the Jail Alternative Initiative may be that demand exceeds the funding available to the target population. Barriers for the Tactical Response Team may be officer safety when advanced TRT training to protect against dangerous encounters with a violent subject is unavailable.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: JAI: Provide alternatives to incarceration, determined by judiciary discretion. Sentencing non-violent offenders to JAI program allows grantee to use limited jail space to house dangerous offenders. Community corrections allows continuation of employment,school,or counseling. TRT: Intense training to elevate TRT officer skills and knowledge in less lethal to tactical training courses. Training will sharpen officers` physical and strategic skills and study real-life scenarios.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for all recipients purchasing Equipment, Supplies, and Technology Enhancements.

Section 3: Performance

Measure: Equipment 1

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes

State Purpose Area: 4T - Training

Objectives and Measures

Objective: Attending Training - Questions for all recipients attending training.

Measure: Training A1

If your staff will attend training with JAG funds during the grant period, what type of training will they attend? If more than one training will be attended, answer for each separately. Answer from the following list: Certification Training, In-service/annual training, skill building, leadership/management, conference, other (please describe).

Goal: Instructor-level training covering less lethal techniques and skills for dangerous situations. Trainee will have the ability to provide in-service training to other members upon completion.

Measure: Training A2

Provide a short description of the training/conference which will be attended with JAG funds. If more than one training/conference will be attended, describe each separately.

Goal: Instructor Program providing four 8-hour instructor-level classes covering OC Aerosols, Impact Munitions, Chemical Munitions and Distraction Device Munitions. The student will acquire instructor-level knowledge of Defense Technology, both technically and tactically, along with the skills necessary to conduct in-service training.

Measure: Training A3

If your staff will attend a training/conference with JAG funds during the reporting period, how many hours will the training course last? A one day course is typically classified as an 8-hour course while a week long course is typically classified as a 40 -hour course. If more than one, describe each separately.

Goal: Four 8-hour instructor-level classes.

Measure: Training A4

If your staff will attend training/conference during the reporting period, how many individuals will attend the training/conference using JAG funds? If more than one training/conference was attended, answer for each separately.

Section 3: Performance

Goal: Two individuals will attend same training program.

State Purpose Area: 5C - Consultants/Contracts

Objectives and Measures

Objective: Consultants/Contracts - Questions for all recipients using consultants/contracts.

Measure: Consultants

Please describe what consultants/contracts will be paid for with JAG funds during the grant period. Include names, titles and areas of expertise where applicable.

Goal: Western States Contracting Association-National Association of Purchasing Officers (WSCABASPO) cooperative purchasing agreement for GPS. The procurement of drug patches services is through a competitive process to ensure that the lowest price is obtained. Drug patch test kits, overlays and analysis are provided by the lowest priced vendor identified by the platform 'Vendor Registry' a web-based tool for public purchasers of cities, counties, school districts, utilities, colleges-universities.

State Purpose Area: R25 - Questions for recipients of an award $25,000 or more.

Objectives and Measures

Objective: C General - Corrections questions for recipients of an award $25,000 or more.

Measure: C01

How would you describe your facility? Choose all that apply from the following list: Adult jail, Adult prison, Juvenile detention center, Other (please describe).

Goal: Adult jail, Work release, Work annex, Community corrections.

Measure: C02

Regardless of JAG funding, who does your facility house? Choose all that apply from the following list: Adult males, Adult females, Juvenile males, Juvenile females, Other (please describe).

Goal: Adult males, Adult females, Juvenile males, Juvenile females.

Measure: C03

How many supervision employees does your office/facility currently have on staff? Please count both full- and part-time employees.

Goal: 37

Measure: C04

Section 3: Performance

Of the supervision employees your office/facility currently has on staff, how many are JAG funded?

Goal: 0

Measure: C05

How many nonsupervision employees does your office/facility currently have on staff? Please count both full- and part-time employees.

Goal: 575

Measure: C06

Of the nonsupervision employees your office/facility currently has on staff, how many are JAG funded?

Goal: 0

Measure: C07

What is the operational (or rated) capacity of your correctional facility/facilities? If the award benefits more than one facility, please report the combined capacity.

Goal: 1908

Measure: C08

How many people are housed at your facility, regardless of JAG funding? If the award benefits more than one facility, please report the combined inmate/resident population.

Goal: 1600

Measure: C09

Will you use JAG funds to support Prison Rape Elimination Act compliance?

Goal: No

Measure: C10

Which of the following assessments or screenings does your agency typically conduct? Choose all that apply from the following: Risk/needs assessment, Mental health screening, Substance Abuse screening, Trauma screening, Physical health assessment, Intellectual disabilities assessment, None of the above, Other (please describe).

Goal: Risk/needs assessment, Mental health screening, Substance Abuse screening, Trauma screening, Physical health assessment, Intellectual disabilities assessment.

Measure: C11

When are candidates typically assessed/screened for the above? Choose from the following: Upon arrest/preadjudication, Within the first 6 weeks of sentencing, Within the first 6 months of sentence/time served, Post

Section 3: Performance

release, None of the above, Other (please describe).

Goal: Upon arrest/preadjudication.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000598

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$2,000.00	$0.00	$2,000.00
Expenses	$39,133.00	$0.00	$39,133.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$41,133.00**	**$0.00**	**$41,133.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI)? No

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial (cont.)

Budget Narrative:

Escambia County Corrections (ECC) has a goal to convert indigent offenders with bonds less than $1,000 to GPS/SCRAM/Drug Patch/Analysis monitoring as an alternative to jail confinement. The fees are the actual cost to the department, no program income is generated. The average length of sentencing is 180 days, as such the breakdown of the indigent offenders participating in the Jail Alternative Initiative (JAI) is proposed as follows:

CONTRACTUAL SERVICES (JAI) $2,592
1 Active GPS at $3.20/day for 180 days = $576 (Attenti US. Inc.)
1 Passive GPS at $3.10/day for 180 days = $558 (Attenti US. Inc.)
2 SCRAM (Alcohol Monitoring) at $4.05/day for 180 days = $1,458 (Alcohol Monitoring Systems, Inc.)

EXPENSES (JAI) $10,250.40
10 offenders in compliance X 4 Drug patches analysis per month X 6 months (180 Days) X $28.55 = $6,852 (Drug patch analysis provided by PharmChem, Inc.)
12 offenders X 4 Drug patches kits per month X 6 months (180 Days/288 patches) X $10.80 =$3,110.40 (PharmChem, Inc.)
Some offenders abscond or return to jail prior to drug patch analysis, therefor number of patches purchased do not align exactly with drug patch analysis numbers.
PharmChem Overlay $1 each for each patch kit necessary in Florida due to hot/humid climate. PharmChem Overlay will prevent adhesive from loosening resulting in a more effective test product. $288 for Overlays.
The procurement of drug patches services is through a competitive process to ensure that the lowest price is obtained. Drug patch test kits including overlays and analysis are provided by the lowest priced vendor identified by the platform 'Vendor Registry' a web-based tool for public purchasers of cities, counties, school districts, utilities, colleges and universities.

EXPENSES (OFFICER SAFETY) $29,860.91
Tactical Response Team Training and Equipment needs include the items as listed below.
Training - Less Lethal ICP Instructor (Registration $895.00/Hotel $100.00/Per Diem $55.00) $1,060.00x 2 = $2,120.00
Pepperball LaunchersQTY 4 @ $744.45 = $2,977.80
Pepperball electronic hopper QTY 2 @ $98.84 = $197.68
Pepperball Inert Rounds QTY 4 @ $255.00 = $1,020.00
Pepperball Pava Rounds QTY 2 @ $1,534.50 = $3,069.00
Pepperball VXR LIVE-X 150ct QTY 2 @ $511.46 = $1,022.92
Pepperball VXR INERT QTY 4 @ $387.20 = $1,548.80
Less Lethal Ammunition (Starlite, Rubberized buck shot)QTY 20 boxes/ 2 boxes per ammo type $22.00 per box x 80 = $1760.00 Bore Thunder Muzzle Bang QTY 10 @ $42.50ea = $425.00
RLS Flashlight for helmets QTY 30 @ $118.00ea = $3,540.00
Less Lethal Shotgun Conversion Kit QTY 2 @ $104.55 = $209.10
Shotgun Bandolier QTY 10 @ $19.99 = $200.00
Tactical Hood QTY 30 @ $24.99ea = $749.70
Glock 22 Gen 4 .40 full size w/ night sights QTY 6 @ $455.40 = $2,732.40
Thigh Holster Model Tactical Holster with Quick Release QTY 6 @ $234.00 = $1,404.00
Atlas 72 hour tactical backpack QTY 25 @69.99 = $1,749.75

Budget Narrative (Continued):

Tactical Helmet ATE bump QTY 25 @ 199.00 = $4,975.00
XTS Single Point Bungee QD Sling QTY 8 @ $19.97= $159.76

ECC BUDGET TOTAL: $52,953.71

JAGC BUDGET TOTAL: $41,133

Any expenditures over the cost of allocated JAG funding will be paid by the Escambia County BOCC.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial

Section Questions:

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: Vendor Registry

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: The Escambia Community Corrections Division is currently utilizing the lowest priced vendor for Electronic Monitoring Service (GPS) and Secure Continuous Remote Alcohol Monitor (SCRAM) units as determined by competitive quotes obtained by the department in October 2019. The GPS unit pricing applies to the pricing plan for active and passive GPS monitoring units. The fixed rate is $3.20 per offender per day for active monitoring and $3.10 per offender per day for passive monitoring. The fixed rate for the SCRAM units are $4.05 per offender per day.

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SUBAWARD STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
Section 215.971, F.S., Agreements funded with federal or state assistance
Section 215.985, F.S., Transparency in government spending

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $3,500 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.210 Information contained in a Federal award paragraph (a)(5) and 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do

not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67)

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Government wide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee.*

12.0 Privacy Certification - The subrecipient must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, 22.23. Privacy Certification forms must be signed by the subrecipient or implementing

agency chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 Insurance for Real Property and Equipment - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 Flood Disaster Protection Act - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) - A subrecipient or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 Title IX of the Education Amendments of 1972 If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Equal Treatment for Faith Based Organizations The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 Age Discrimination Act of 1975 - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination - In the event a federal or state court or federal or state administrative agency makes, after a due

process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 Filing a Complaint - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

11.0 Retaliation - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

13.0 Pass-through Requirements - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 Fiscal Control and Fund Accounting Procedures - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 Match - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

2.0 Use of Funds - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or

implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

All requests for changes, including all requests for project period extensions, must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

7.0 Project Generated Income (PGI) - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

Unexpended PGI - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

8.0 Subrecipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Monitoring - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by

reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 Property Management - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 2 C.F.R. 200.313, Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: https://dos.myflorida.com/media/693576/gs1-sl-2017-final.pdf .

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend $750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other

applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

1.0 Procurement Procedures - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 Cost Analysis - A cost analysis must be performed by the subrecipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 Allowable Costs - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

4.0 Unallowable Costs - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 Indirect Cost Rate - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

6.0 Sole Source - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds $250,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s.

287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

7.0 **Personal Services** - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

8.0 **Contractual Services -** The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 42 U.S.C. § 3711 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of $25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm

9.0 **Travel and Training -** The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

10.0 **Expenses Related to Conferences, Meetings, Trainings, and Other Events -** Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events

Submission Form for approval prior to obligating subgrant funds for these purposes.

11.0 Training and Training Materials – Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

12.0 Publications, Media and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. 2019-MU-BX-0036 awarded by the Bureau of Justice Assistance, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the

subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

14.0 Interoperable Communications Guidance - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.dhs.gov/publication/funding-documents.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

15.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

16.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this subaward, by the subrecipient (at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

i. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Subrecipient (at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

ii. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

iii. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

17.0 Task Force Training Requirement - The subrecipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org).

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

SECTION VII: DHS Requirements

1.0 In regards to the program or activity funded in whole or in part under this subaward and throughout the period of performance for this award, no state or local government entity, agency or official may prohibit or in any way restrict:

Any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. For the purposes of this subaward, any prohibition (or restriction) that violates this condition is an “information-communication restriction.”

2.0 A subaward to a state or local government or a public institution of higher education, cannot be made unless a properly executed certification of compliance with 8 U.S.C. 1373 and 1644, signed by the chief legal officer of the subrecipient entity has been received by OCJG. Similarly, subrecipients cannot make a further subaward to a state or local government or a public institution of higher education, unless it first obtains a properly executed certification of compliance with 8 U.S.C. 1373 and 1644 signed by the chief legal officer of the third tier subrecipient.

3.0 Funding under this award cannot be subawarded to any subrecipient at any tier that is either a state or unit of local government or a public institution of higher education that is subject to any “information-communication restriction.”

4.0 Subrecipients must notify FDLE (in writing) if it has credible evidence that indicates that a funded program or activity of a subrecipient at any tier that is either a state or local government or a public institution of higher education, may be subject to any “information-communication restriction.”

5.0 For **STATE AGENCIES**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A state statute or a state rule, regulation, policy or practice must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the

purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A state statute, or a state rule, regulation, policy or practice must be in place that is designed to ensure that, when a state (or state contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

6.0 For units of **LOCAL GOVERNMENT**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that, when a local government (or local government contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

7.0 Noninterference: No Public Disclosure - Subrecipients (at any tier) are prohibited from making public disclosure of any federal law enforcement information in a direct, or indirect, attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. Chapter 39, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. Chapter 12, without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

Funds under this program are prohibited from being used to make any public disclosure of federal law enforcement information in a direct, or indirect, attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. Chapter 39, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. Chapter 12, without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

8.0 Noninterference: Interrogation of Certain Aliens - In accordance with federal law enforcement statutes and regulations, including 8 U.S.C. 1357(a) and 8 C.F.R. 287.5(a), which allow certain federal officers and employees the power to interrogate "any alien or person believed to be an alien" regarding their right to be or remain in the United states, and allows that power to be exercised "anywhere in or outside the United States," subrecipients (at any tier) are prohibited from interfering with the exercise of the power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any state or local government (or government contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be in the United States."

No state or local government entity, agency, or official may use funds under this award to interfere with the exercise of power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any state or local government (or government contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be in the United States."

9.0 Noninterference: Notice of Scheduled Release - Within the funded program or activity, no subrecipient (at any tier) may interfere with the "removal" process of an alien by failing to provide, as early as practicable, advance notice to DHS of the scheduled release date and time for a particular alien, if a state or local government (or government contracted) correctional facility received from DHS a formal written request pursuant to the INA that seeks such advance notice.

Subrecipients (at any tier) are not permitted to use subaward funds to interfere with the "removal" process of an alien by failing to provide, as early as practicable, advance notice

to DHS of the scheduled release date and time for a particular alien, if a state or local government (or government contracted) correctional facility received from DHS a formal written request pursuant to the INA that seeks such advance notice (see the following federal law enforcement statues, incorporated here by reference: 8 U.S.C. 1231, 8 U.S.C. 1226, and 8 U.S.C. 1366).

10.0 Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

11.0 Nothing in the above conditions shall be understood to authorize any subrecipient at any tier to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA)

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

1) New construction;

2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and

5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects - Subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency 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. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 Environmental Requirements and Energy - For subawards in excess of $100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13.0 Trafficking in Persons - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm

14.0 Employment Eligibility Verification for Hiring Under This Award – The subrecipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

i. All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.

ii. The subrecipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

iii. As part of the recordkeeping requirements of this subaward, the subrecipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.

iv. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

v. Persons who are or will be involved in activities under this award includes any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a grant funded position under this award.

vi. For the purposes of satisfying this condition, the subrecipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.

vii. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

viii. Nothing in this condition, including paragraph vi., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

15.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for subaward (at any tier) that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age.

The subrecipient (at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

Lobbying, Debarment and Drug Free Workplace Certification

Upon completion, mail a copy of this form to:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
P.O. Box 1489
Tallahassee, FL 32302-1489

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspensions (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of Criminal Justice Grants determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies 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 any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL – "Disclosure of Lobbying Activities", 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 subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67 -

(a) The applicant certifies that it and its principals:

(i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;

(ii) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and

(iv) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 –

(a) The applicant certifies that it will or will continue to provide a drug-free workplace by:

(i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will

be taken against employees for violation of such prohibition;

(ii) Establishing an on-going drug-free awareness program to inform employees about –

(1) The dangers of drug abuse in the workplace;

(2) The subgrantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);

(iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of this statement; and

(2) Notify the employer in writing of his or her conviction for a violation of criminal drug statute occurring in the workplace no later than five (5) calendar days after the conviction.

(v) Notifying the agency, in writing, within ten (10) calendar days after receiving notice under subparagraph (iv)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title to: Florida Department of Law Enforcement, Office of Criminal Justice Grants, P.O. Box 1489, Tallahassee, FL 32302-1489. Notice shall include the identification number(s) of each affected grant.

(vi) Taking one of the following actions within thirty (30) calendar days of receiving notice under subparagraph (iv)(2), with respect to any employee who is convicted –

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i) through (vi).

(b) The subgrantee may insert in the space provided blow the site(s) for the performance or work done in connection with

As the duly authorized representative of the applicant, I hereby certify that applicant will comply with the following certifications:

☑ Certification Regarding Lobbying (required for applications over $100,000)

☑ Certification Regarding Debarment, Suspension and Other Responsibility Matters (required for all applicants)

☑ Certification Regarding Drug-Free Workplace (required for state agency applications)

Subrecipient: Escambia County Board of County Commissioners

Printed Name: Steven Barry

Title: Chairman

Signature: _____

Date: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 05-07-2020

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Deputy Clerk

[SEAL]

Subaward Management Capabilities and Compliance Questionnaire (SMQ)

Upon completion, send a copy of this form to:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
criminaljustice@fdle.state.fl.us

Grant Program: ☑ JAG ☐ PREA ☐ NARIP ☐ NCHIP ☐ RSAT ☐ PSN
☐ Other: _____

Subrecipient: Escambia County BCC **FEID:** 596000598 **DUNS:** 075079673

OVERVIEW

In order to meet eligibility requirements, applicants must be able to document compliance with the following prior to receiving a subaward:

- 2 C.F.R Part 25 – *Universal Identifier and System for Award Management Requirements*
- 28 C.F.R Part 42 – *Nondiscrimination; Equal Employment Opportunity, Policies and Procedures*
- 2 C.F.R Part §200.318-326 – *Federal Procurement Standards*
- 2 C.F.R §200.300-309 – *Standards for Financial and Program Management*

INSTRUCTIONS

Applicants seeking federal financial assistance from the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) should complete this questionnaire and provide all applicable documents with the submission of their application. Failure to provide appropriate forms, certifications, policies, procedures, or other documentation for the proposed project may result in special conditions being placed on the subaward which must be cleared prior to beginning project activities and/or approval of reimbursement requests.

This form, along with other application forms, may be submitted to criminaljustice@fdle.state.fl.us if scanned at the highest resolution (at least 600 dpi).

Note: Each applicant only needs to submit one pre-award monitoring packet regardless of how many applications for funding are being submitted. Applicants should ensure all "project-specific" forms can be easily identified.

CONTACT INFORMATION

For questions regarding this pre-award monitoring packet, contact FDLE's Office of Criminal Justice Grants at (850) 617-1250 or criminaljustice@fdle.state.fl.us.

APPLICATION POINT-OF-CONTACT (POC)

Please provide a point-of-contact to coordinate any additional information requests FDLE's Office of Criminal Justice Grants may have during review of this packet and your application.

Name:	Lani A. Birchett
Title:	Corrections Grant Administrator
Agency:	Escambia County Board of County Commissioners
Phone:	850-595-0878
Email:	labirchett@myescambia.com

The following section consists of a series of questions to aid in determining compliance with federal regulations required to properly administer these funds. Please read all questions carefully as some questions may require coordination with other divisions/bureaus in your agency (i.e. finance, purchasing, human resources, etc.). Additionally, to avoid possible special conditions being placed on your subaward, please ensure all requested documentation is submitted with this questionnaire.

Subaward Management Capabilities and Compliance Questionnaire

SECTION I: AUDIT INFORMATION

The SUBRECIPIENT has undergone the following types of audits:

☑ Single Audit ☐ Financial Statement Audit ☐ Defense Contract Agency Audit

☐ Programmatic Audit for: _____

☐ Other Audit: _____

☐ None of the above

The SUBRECIPIENT'S most recent audit was conducted:

☑ Within the past 12 months ☐ Within the past two years ☐ More than two years ago

Name of Auditing Agency/Firm: Warren Averett CPAs and Advisors

Most recent auditor's opinion: ☑ Unqualified/Unmodified ☐ Qualified/Modified ☐ Other

Number of Findings on **most recent audit only**: 0

Were material weaknesses noted in the audit?	☐ Yes	☑ No	
Were significant deficiencies noted in the audit?	☐ Yes	☑ No	
Has the subrecipient addressed all findings and provided a management response or implemented corrective action?	☐ Yes	☐ No	☑ N/A

SECTION II: NON-PROFIT ORGANIZATION

1. Is the applicant entity a non-profit organization (including a non-profit institution of higher education) as described in 26 U.S.C. 501(c)(3) AND exempt from taxation under 26 U.S.C. 501(a)?	☐ Yes	☐ No	☑ N/A
If "No" or "N/A" skip to Section III: Accounting System If "Yes", complete the questions 2 and 3 below.			
2. Does the applicant non-profit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?	☐ Yes	☐ No	
3. With respect to the most recent year the applicant non-profit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 relating the reasonableness of compensation for certain individuals?	☐ Yes	☐ No	

SECTION III: ACCOUNTING SYSTEM

Helpful Hint – answers to these questions may need to be obtained from your finance department.

1. Which of the following best describes the organization's accounting system:

☐ Manual ☑ Automatic ☐ Combination

2. Does the accounting system identify the receipt and expenditure of funds separately for each grant?	☑ Yes	☐ No
3. Does the accounting system record and track expenditures for each grant by budget categories in the approved budget?	☑ Yes	☐ No
4. Does the accounting system have the capability to record, track, and document cost share or match for each grant?	☑ Yes	☐ No
5. Is the organization documentation to support recorded match or cost share available if requested?	☑ Yes	☐ No
6. Does the accounting/financial system include budgetary controls to prevent incurring obligations in excess of total funds or budget category (i.e. personnel, travel, etc.)?	☑ Yes	☐ No
7. Is the financial management system capable of producing the following:		
a. Detailed Activity Ledger?	☑ Yes	☐ No

Subaward Management Capabilities and Compliance Questionnaire

b. Cash Control Register? ☑ Yes ☐ No

c. Property Control Register? (equipment purchases) ☑ Yes ☐ No

SECTION IV: INTERNAL CONTROLS & SEPARATION OF DUTIES

Helpful Hint – answers to these questions may need to be obtained from your finance and/or purchasing department.

1. Are the duties of the person responsible for maintaining financial records separated from any cash-related functions? ☑ Yes ☐ No

2. Are personnel who perform disbursement functions prohibited from purchasing, receiving and inventorying items? ☑ Yes ☐ No

   If no, are these functions approved by a third party? ☐ Yes ☐ No ☑ N/A

3. Is the signing of disbursement checks limited to individuals:

   a. Who are authorized to make disbursements? ☑ Yes ☐ No

   b. Whose duties do not include:

   - Posting and recording of accounts receivable? ☑ Yes ☐ No
   - Approving vouchers for payment? ☑ Yes ☐ No

4. Describe the financial process/accounting mechanism used by the applicant to track grant funds separately from general revenue, other federal projects, and/or multiple funding sources.

   Fund accounting is utilized, within the “grants” fund, there are cost centers and revenue codes to segregate individual grants. If necessary, project codes are employed to further segregate.

5. What measures are used to verify all cost elements on a reimbursement request are allowable under an approved subaward agreement?

   Grant administrators within the departments are responsible for costs charged to their grants.Expenses are then reviewed by grant accountants in the finance dept. for adherence to Uniform Guidance cost.

6. What internal control measures are used to safeguard sensitive information (i.e. personally identifiable information, law enforcement sensitive information, etc.) relating to activities, expenditures, documentation, etc.?

   Personally identifiable information is redacted by the dept. before submitting for payment. Finance dept.,grant accountants review documentation to insure all necessary information has been redacted.

SECTION V: CIVIL RIGHTS

Helpful Hint – answers to these questions may need to be obtained from your human resource department.

1. Please indicate if any of the following apply to the applicant organization:

   ☐ Indian Tribe ☐ Medical Institution ☐ Nonprofit Organization ☐ Educational Institution

   ☑ Does not apply to applicant organization

2. How many total employees are there in the applicant organization? 1200

3.	What is the amount of the single largest award the organization receives from the U.S. Department of Justice (DOJ), or any of DOJs pass-through entities, under ANY program?	168,516 ☐ Entity does not receive DOJ funds
4.	Does the organization have an Equal Employment Opportunity Compliance Coordinator? If yes, provide name and title: Jana Still, Human Resources Director	☑ Yes ☐ No
5.	Does the organization have an Americans with Disabilities Act (ADA) Coordinator? If yes, provide name and title: Ed Spainhower, Human Resources Associate	☑ Yes ☐ No
6.	Describe how the applicant organization notifies employees AND program participants that it does not discriminate on the basis of race, color, national origin, religion, sex, disability or age? Escambia County must certify to various grantors that its programs, services and activities are being conducted in a nondiscriminatory manner and document the County's commitment to nondiscrimination and equitable service to its community. Evidence is available on the County's website or offices. Employees are provided nondiscrimination policies and provided training during in-processing.	
7.	Does the applicant organization have a written policy or procedure instructing employees and program participants how to file a complaint regarding discrimination?	☑ Yes ☐ No
8.	Has the applicant organization had any findings of discrimination issued by a State or Federal court in the past three years?	☐ Yes ☑ No

SECTION VI: PROCUREMENT

Helpful Hint – answers to these questions may need to be obtained from your finance and/or purchasing department.

1.	Does the organization maintain written procurement procedures which includes provisions for:	
	a. Conflict of interest procedures or statements?	☑ Yes ☐ No
	b. Disciplinary action for conflict of interest violations?	☑ Yes ☐ No
	c. Avoiding acquisition of unnecessary or duplicative items?	☑ Yes ☐ No
	d. Entering into intergovernmental agreements for shared purpose goods/services?	☑ Yes ☐ No
	e. Only procuring or awarding contracts to responsible contractors?	☑ Yes ☐ No
	f. Geographical preference?	☑ Yes ☐ No
	g. Non-competitive procurement (sole source)?	☑ Yes ☐ No
2.	Does the procurement system provide a mechanism to make selections on a competitive basis?	☑ Yes ☐ No
3.	Does the procurement system include provisions for checking the Excluded Parties List (sam.gov) prior to award?	☑ Yes ☐ No

SECTION VII: INVENTORY

Helpful Hint – answers to these questions may need to be obtained from your finance and/or purchasing department.

1.	Does the organization's property management system provide and maintain the following information:	
	a. A description of the equipment?	☑ Yes ☐ No
	b. A property identification number?	☑ Yes ☐ No
	c. Source of the property, including award number if grant funded?	☑ Yes ☐ No

Subaward Management Capabilities and Compliance Questionnaire

d.	Who the title vests with?	☑ Yes	☐ No
e.	Acquisition date?	☑ Yes	☐ No
f.	Federal share of property cost, if federally funded?	☑ Yes	☐ No
g.	Location and condition of property?	☑ Yes	☐ No
h.	Ultimate disposition information?	☑ Yes	☐ No
2.	Is documentation regarding property management available, if requested, for grant funded items?	☑ Yes	☐ No

SECTION VIII: SUBRECIPIENT MANAGEMENT AND MONITORING

1.	Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award – (1) clearly document applicable federal requirements, (2) are appropriately monitoring by the applicant, and (3) comply with the requirements in 2 CFR 200 (see 2 CFR 200.331)?	☑ Yes	☐ No
2.	Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles/responsibilities associated with each?	☑ Yes	☐ No
3.	Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual that is suspended or debarred from such subawards?	☑ Yes	☐ No

SECTION IX: HIGH RISK DESIGNATION

1.	Is the applicant entity designated "high risk" by a federal grant making agency or other pass-through entity?	☐ Yes	☑ No

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

On behalf of the applicant entity, I certify to the Florida Department of Law Enforcement that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Title: Chairman Phone: 850-595-4930

Date: _____ Signature: _____

Steven Barry

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 05-07-2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17890 **County Administrator's Report 11. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Extension to the Lake Stone Campground Management Agreement
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Extension to the Lake Stone Campground Facility Management Agreement - Michael Rhodes, Parks and Recreation Department Director

That the Board approve the Extension to the Agreement between Escambia County Board of County Commissioners and Dennis Keith Cole for the Management of the Lake Stone Campground Facility, extending the existing Contract for an additional year, effective June 1, 2020.

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

- Lake Stone Agreement & Renewal

[Funding Source: Fund 001, General Fund, Lake Stone, Cost Center 350204]

BACKGROUND:

The Lake Stone Campground is located at 801 West Highway 4 in Century, Florida. Since the inception of the Lake Stone Campground, the County has entered into an Agreement for on-site caretaker/management services at the facility. Dennis Keith Cole has served as the caretaker since June 2013.

BUDGETARY IMPACT:

The funding source for the Agreement and the Extension is General Fund 001, Lake Stone Cost Center 350204, in the amount of $11,400, paid via 12 equal monthly installments of $950, with housing and utilities provided. This amount is currently allocated in the Fiscal Year 2020 Budget and will be budgeted in Fiscal Year 2021.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has previously approved the Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of all such Agreements concerning County property and facilities.

IMPLEMENTATION/COORDINATION:

The Parks & Recreation Department is responsible for coordination of all aspects of the Agreement and Extension for caretaker/management services at Lake Stone Campground.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17735 **County Administrator's Report 11. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Approval of Contract #CSU17 between Escambia County and the Florida Department of Revenue
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of the Renewal of Contract #CSU17 Between Escambia County and the Florida Department of Revenue for Reimbursements Related to Title IV-D Child Support Enforcement Actions - Janice P. Gilley, County Administrator

That the Board approve, and authorize the Chairman to sign, Contract #CSU17 between Escambia County and the Florida Department of Revenue (DOR), for reimbursements related to Title IV-D Child Support Enforcement actions, including service of process and execution of writs for child support of enforcement orders issued by DOR, from July 1, 2020, through June 30, 2025. This renewal will continue to allow the County to collect 66% of the unit rate for each service of process and each writ of bodily attachment.

BACKGROUND:

Contract #CSU17 is a Contract previously held with the Florida Department of Revenue (DOR), however the current Contract is expiring on June 30, 2020.

BUDGETARY IMPACT:

Contract amount has not changed from previous years and is still set at $300,000 for five years.

LEGAL CONSIDERATIONS/SIGN-OFF:

Contract has been approved as to form and sufficiency by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Section II, B.8. Resolutions, Agreements and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Contract will be sent to the Clerk of the Circuit Court for implementation.

Attachments

Contract CSU17

STATE OF FLORIDA
DEPARTMENT OF REVENUE – CHILD SUPPORT PROGRAM
STANDARD SHERIFF'S CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Revenue, hereinafter referred to as the "Department," and Escambia County Board of County Commissioners hereinafter referred to as the "contractor." As further agreed to and described in Section III. of this contract, this contract shall begin on 07/01/2020, or the date on which the contract has been signed by the last party required, whichever is later. It shall end on 06/30/2025. For this contract, there shall be one (1) five (5) year optional renewal period.

I. THE CONTRACTOR AGREES:

A. Contract Document

1. To provide services indicated on Attachment A in accordance with the terms and conditions specified in this contract. Purchase order(s) may be issued to the contractor annually. This Contract was established by the following procurement method: sole source government.
2. That the Contract document consists of all attached documents.

B. Governing Law

That this Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Tallahassee, Florida.

C. Invoicing and Travel

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
2. That where itemized payment for travel expenses are permitted in this Contract and authorized in advance by the Department's Contract Manager, to submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this Contract.
3. That invoices shall be submitted to the following address:

   sheriff_invoices@floridarevenue.com

   and

   a copy of the invoice will be emailed to the Department's Contract Manager at Kim.Clark@floridarevenue.com.

D. Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract.
2. To retain, at no additional cost to the Department, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract for a period of five (5) years after completion of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract. If any such records are eligible for destruction under applicable record retention schedules before five (5) years after completion of the Contract the records may be destroyed with the prior written approval of the Department's Contract Manager.
3. Upon demand and at no additional cost to the Department, the Contractor will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Audits, Inspections, Investigations and Monitoring

1. To allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Contractor's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally 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 (850) 617-8347, or

email: Sarah.Wachman.Chisenhall@FloridaRevenue.com, or Mail to: PO Box 6668, Tallahassee, FL 32314-6668.

2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
3. To permit persons duly authorized by the Department to inspect Contractor facilities and information resources (computers, mobile computing and storage devices) relevant to this contract to ensure compliance with state and federal security controls.
4. To permit persons duly authorized by the Department to inspect and copy any records, papers, documents, goods and services of the Contractor which are relevant to this Contract; and to interview any clients, employees and subcontractor employees of the Contractor to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department will deliver to the Contractor a written report of its findings and where appropriate, a request for the Contractor to submit a corrective action plan (see § III.C.).
5. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (s. 20.055, F.S.), and/or the Auditor General (s. 11.45, F.S.) of Florida.
6. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

F. Indemnification

NOTE: Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraphs I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions.

1. To be liable for and indemnify, defend, and hold the Department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Contractor, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof.
2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the Contractor's duty to defend and to indemnify within seven (7) days after notice by the Department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Contractor not liable shall excuse performance of this provision. The Contractor shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Department. The Department's failure to notify the Contractor of a claim shall not release the Contractor from these duties. The Contractor shall not be liable for the sole negligent acts of the Department.
3. That it is an independent Contractor and not an agent or employee of the Department.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s). By execution of this Contract, unless it is a state agency or subdivision as defined by s. 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the customers to be served under this Contract. Within five (5) business days of the execution of this Contract, the Contractor shall furnish to the Department's Contract Manager, written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as may be specified in this Contract.

H. Safeguarding State and Federal Confidential Information

To comply with all applicable state and federal laws, regulations and security controls related to access and use of confidential information obtained from individuals, businesses, state and federal resource information systems, information systems of other agencies, and from any other person, whether the information is maintained within the Department's information systems or Contractor information system and devices or otherwise. Contractor acknowledges that the following managerial, operational and technical security controls are in place before and during Contractor or subcontractor staff access Department information sources.

1. Contractor shall restrict access to state and federal confidential information obtained under this Contract to staff authorized to perform their official duties under this Contract. Access and use of information is authorized only for the purposes described in this Contract. IF THERE IS ANY DOUBT WHETHER DISCLOSURE OF TAXPAYER OR CHILD SUPPORT PROGRAM INFORMATION IS AUTHORIZED, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the Department's Contract Manager who will discuss the question with the Department's Disclosure Officer within the Office of General Counsel.
2. All Contract terms relating to confidential information and data security apply to the Contractor, the Contractor's employees, agents, subcontractors and any other person who performs work under the Contract or subcontract.
3. Contractor facilities must have locks and other protective measures at all physical access points to prevent unauthorized access to computer and support areas containing state and federal confidential information at all times when not in use.

4. Printed documents containing confidential information must be safeguarded in a locked container or facility when not in use and transported securely only for purposes directly related to performing the work under the Contract.
5. Contractor may not access or transmit state or federal confidential information obtained under this Contract remotely through unsecure commercial or public accesses.
6. Access to Federal Tax Information (FTI) is not provided under this Contract.

I. Assignments and Subcontracts

1. To neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval of the Department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void.
2. To be responsible for all work performed and for all products produced pursuant to this Contract whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document. The Contractor further agrees that the Department shall not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, will defend the Department against such claims.
3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with s. 287.0585, F.S., unless otherwise stated in the Contract between the Contractor and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Contractor and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor. In the event the State of Florida approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. This Contract shall remain binding upon the successors in interest of either the Contractor or the Department.

J. Return of Funds

To return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this Contract that were disbursed to the Contractor by the Department. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department's Contract Manager, on behalf of the Department, will notify the Contractor by letter of such findings. Should repayment not be made forthwith, the Contractor will be charged at the lawful rate of interest on the outstanding balance after Department notification or Contractor discovery.

K. My Florida Marketplace

That the State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement system. Pursuant to section 287.057, Florida Statutes, all vendors wishing to do business in Florida, must register through the MyFloridaMarketPlace website on the Internet unless exempt pursuant to 60A-1.031, F.A.C. Additionally, all payments made to a non-exempt vendor shall be assessed a Transaction Fee as described in 60A-1.031, F.A.C. (unless the fee is adjusted by the Florida legislature), which is paid to the State.

For payments made to the contractor through the State's accounting system (FLAIR or its successor), the Transaction Fee shall be, when possible, automatically deducted from the payments to the contractor. If automatic deduction is not possible, the contractor shall pay the Transaction Fee following the process outlined in Rule 60A-1.031(2), F.A.C. This rule requires the contractor to submit reports on a periodic basis which identify payments received from State entities and then to submit payment of the Transaction Fee accordingly. By submission of these reports and corresponding payments, the vendor certifies their correctness. All such reports and payments are subject to audit by the State or its designee.

The contractor shall receive credit for any Transaction Fee paid for the purchase of any item(s) if such item(s) are returned to the contractor through no fault, act, or omission of the contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the contractor in default and recovering re-procurement costs from the contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

L. Non-discrimination Requirements

That the Contractor will not discriminate against any employee in the performance of this Contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. The Contractor further assures that all subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those

participants or employees because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. This is binding upon the Contractor employing fifteen (15) or more individuals.

M. Employment of Illegal Aliens

That unauthorized aliens shall not be employed by the Contractor. The Department shall consider the employment of unauthorized aliens a violation of s. 274A(e) of the Immigration and Nationality Act (8 USC 1324a). Such violation shall be cause for unilateral cancellation of this Contract by the Department.

That pursuant to Executive Order 11-02 signed on January 4, 2011, the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent Contractor and not as an officer, employee of the State of Florida, except where the Contractor is a state agency. Neither the Contractor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.
2. That this Contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this Contract.
3. To take such actions as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent Contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. That the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Contractor, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the Contractor, the Contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Contractor.

O. Sponsorship

That as required by s. 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Department of Revenue." If the sponsorship reference is in written material, the words "State of Florida, Department of Revenue" shall appear in the same size letters or type as the name of the organization. Such sponsorship is subject to the prior written approval of the Department.

P. Publicity

That without limitation, the Contractor and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the Contractor has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Contractor's prospective customers.

Q. Final Invoice

To submit the final invoice for payment to the Department no more than 45 days after the Contract ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports, deliverables and tasks due from the Contractor pursuant to this Contract and necessary adjustments thereto have been approved by the Department.

R. Lobbying

To comply with the all applicable lobbying regulations, including ss. 11.062 and 216.347, F.S., which limit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

That pursuant to s. 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public

entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY 2 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Patents, Copyrights, Royalties and Rights to Products

1. That if activities supported by this Contract produce or develop any discoveries, inventions, writings (including books, manuals, films, etc.), sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department do so. Any and all patents or copyrights accruing under, or in connection with performance under, this Contract, are reserved to the State of Florida.
2. That the Contractor, if not a state agency, shall indemnify, save and hold the Department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Contractor in the performance of this Contract.
3 That the Department will provide prompt written notification to the Contractor of any claim of copyright or patent infringement as provided in s. 286.021, F.S. Further, if such claim is made or is pending, the Contractor may, at its option and expense, procure for the Department, the right to continue use of, replace, or modify the article to render it non-infringing. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract.

U. Emergency Preparedness

That upon request from the Department, the Contractor shall, within 30 days of the execution of this Contract, submit to the Department's Contract Manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, and an alternative recovery plan that will allow the Contractor to continue functioning in compliance with the executed Contract in the event of an actual emergency. The Department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Contractor in order to assure implementation of agreed emergency relief provisions.

V. Criminal History Records Checks

That the Department requires national criminal history record checks on all contractors' employees or subcontractor staff that have access to Revenue facilities, confidential or sensitive information, or information systems, unless formally waived or exempted in writing by the Department.

That the requirements for such checks are outlined in *Attachment H – Criminal History Record Check Requirements.* This document is required for all contractors' who have not been waived or exempted from the criminal history record check process.

That Contractors' employees shall be subject to new criminal history record checks every five (5) years from the prior criminal history record check as long as the contract is in effect.

That the Department reserves the right to require criminal history record checks at any time during the life of the contract. The contractor agrees to submit to any criminal history record checks upon written request from the Department. The cost of performing the criminal history record checks shall be borne by the contractor.

That the Contractor shall utilize the CHRC fingerprinting entity designated by the Department and understands that the results from the inquiry will be reported directly to the Department. All CHRC results are confidential and are used for the sole purpose of determining suitability to work.

That during the term of the contract, the contractor shall report to the Department in writing by sending an email to CHRCcontractors@FloridaRevenue.com, the arrest, charge or Notice to Appear for an alleged violation of law in any state or other jurisdiction for any contractors' employees or subcontractor staff assigned to this contract within one (1) business day of contractor's knowledge. The notice shall include the contractor's name, the contractor's employee's name, and the location and nature of the alleged violation. The Department reserves the right to immediately suspend or terminate contractors' employees access if it is determined that the alleged violation conflicts with the scope of work described in this contract.

That the refusal of Contractor (or its individual employees or subcontractors) to comply with this section of this contract may result in the immediate termination of the contract.

That it is the responsibility of contractors' employees to contest, to their employer, any disqualification for work based on an alleged violation.

W. Access to Department Information Resources and Facilities

1. Any time during the life of the Contract, the Contractor may submit a request for specific authorized access to Department information resources and facilities for Contractor and subcontractor staff. Resources and facilities to which specific authorized access may be requested include but are not limited to:
    - Office Buildings
    - Restricted Rooms within Office Buildings
    - Restricted Data
    - Department Intranet
    - Department Network
    - Data Management Systems such as CAMS and SUNTAX
2. The Contractor shall submit in writing all initial requests (and changes) for access to Department facilities and information sources to the Department's Contract Manager five (5) business days in advance of the requested effective date. The written request must include the name, position title, telephone number, E-mail address, and purpose for the access or change to access. Upon receipt of the request, the Department's Contract Manager determines the appropriateness of each request.
3. The Contractor shall maintain a list of all persons accessing Contractor facilities where equipment and information in whatever form is maintained. The list shall include the name, position title, telephone number, email address, and purpose for access. The list must be provided to the Department's Contract Manager within 10 days of the Contract effective date, and not less than annually thereafter. The Contractor shall provide the Department's Contract Manager a current, up-to-date list within two business days of request. The Contractor agrees and understands contract staff are prohibited from accessing the Department facilities, network and information resources until the Department's Contract Manager notifies the Contractor in writing access is approved.
4. Contractor shall notify in writing the Department's Contract Manager immediately whenever Contractor or sub-contractor staff are terminated or leave the employment of the Contractor without notice.
5. Contractor shall notify the Department's Contract Manager of a planned separation or reassignment or change to access previously granted to Contractor or subcontractor staff no less than five (5) business days in advance. The notification must include for each individual their name, position, telephone number, e-mail address, justification and nature of the change and effective date of the change.
6. In the event of a separation, reassignment or termination of Contractor or subcontractor staff, the Contractor must obtain and return all security identification and access devices given to the individual, and a written acknowledgement signed by the separating or terminated individual stating they understand they remain subject to the confidentiality provisions of this Contract, including but not limited to Section I.H.
7. Contractor and subcontractor staff must certify and provide documentation in advance of accessing the Department's information systems that all non-state owned equipment and devices accessing or storing information obtained under this Contract meet or exceed Federal technical security controls. All equipment and devices must have encryption and up-to-date anti-virus software. The Department shall verify these requirements are met no less than annually.
8. Contractor and subcontractor staff may not share usernames, passwords, mobile devices (i.e. USB) or access security devices provided by the Department for specific access to Department facilities and information resources. The Department will terminate access or require corrective action if sharing occurs.
9. Any mobile computing device used by the Contractor to maintain or process information under the Contract shall be encrypted by the Contractor.
10. The Contractor shall ensure that any mobile storage device used to maintain or process information under the Contract has encryption technology enabled so that all content is encrypted while in transit and at rest.
11. The Contractor will comply with agency information technology security policies. The Contractor will know and comply with rules adopted by the Agency for State Technology or successor organization.

X. Breach Reporting and Notification Responsibility

That the Contractor is subject to s. 501.171, F.S., which requires reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to $500,000 for failure to report timely. For persons affected by a breach who reside outside the state of Florida, the Contractor shall comply with the law of the State where the person resides.

If this Contract includes access or disclosure of state or federal Child Support Program information, the Contractor shall immediately, upon discovery, but in no case later than one hour after discovery notify the Department's Contract Manager and the Child Support Program Director of any suspected or confirmed incident involving unauthorized access and/or disclosure of state or federal Child Support Program confidential information.

Y. Reporting Fraud

That any detected or suspected fraudulent activity committed against the Department, using Department resources, or affecting Department services must be reported to the Department immediately in one of the following ways:

a. Using SUNTAX

Individuals with access to SUNTAX will report tax violations using the Create Lead Referral action item within SUNTAX.

b. Using Ethics Link

Individuals with access to the Department's intranet will select a fraud incident type within Ethics Link to submit a report.

- Directly to the Office of Inspector General by calling (850) 617-8152 or by email Sharon.Doredant@FloridaRevenue.com

No individual shall be retaliated against for reporting suspected fraudulent activity or participating in the investigation of suspected fraudulent activity.

The Department will pursue available legal remedies to recover losses, if appropriate. Legal actions will be taken against consultants, vendors, contractors, contractors' employees, or any other external parties and/or entities determined to be participants in fraud.

Z. Additional Requirements Due to Federal Funding

1. The Contractor shall comply with the provisions of 45 CFR part 75.
2. If this Contract is valued at greater than $150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (U.S.C. 7401-7671(g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
3. If this Contract contains federal funding more than $100,000, the Contractor must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment E. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Department's Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Department's Contract Manager.
4. Pursuant to 45 CFR 75.322(a), title to intangible property acquired under a Federal award vests upon acquisition to the non-Federal entity."

   Pursuant to 45 CFR 75.322(b), the Federal Department of Health and Human Services, Administration for Children and Families, "reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal Government purposes, and authorize others to do so."

   Pursuant to 45 CFR 75.322(c) the non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.

   Pursuant to 45 CFR 75.322(d), the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award and, authorize others to receive, reproduce, publish, or otherwise use such data.
5. At all reasonable times for as long as records are maintained, the HHS awarding agency, Inspectors General, the Comptroller General of the United States and persons duly authorized by the Department pursuant to 45 CFR Part 75.364, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents
6. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature with matching funds made available by the Federal government.
7. For purposes of this Contract, the Contractor is not identified as a subrecipient under 45 CFR 75.351

AA. Prohibition of Scrutinized Companies

That in accordance with section 287.135, F.S., the Contractor certifies (by signing this contract) that the company is not on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and that it does not have business operations in Cuba or Syria; and that the company is not participating in a boycott of Israel. In the event, the contractor is placed on one of the scrutinized lists after execution of this contract, the contractor shall immediately report the action to the Department. If it is determined that a false certification was made by the contractor, the contractor is subject to the civil penalties and actions described in section 287.135(5), F.S.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the terms and conditions of this Contract in an amount estimated not to exceed **$300,000.00**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

B. Contract Payment

That pursuant to s. 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. With the exception of payments to health care contractors for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount.

Payments to health care contractors for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Contractor due to preparation errors will result in a non-interest-bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Contractor requests payment.

C. Vendor Ombudsman

That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in s. 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

III. THE CONTRACTOR AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

That this Contract shall begin on **07/01/2020**, or on the date which the Contract has been signed by the last party required to sign it, whichever is later. It shall end on **06/30/2025**. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

B. Contract Renewal

That in accordance with Florida Statutes and upon mutual agreement, the Department and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed three (3) years or the term of the Contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties and is contingent upon satisfactory performance evaluations and subject to availability of funds for this Contract. For this Contract, there shall be one (1) five (5) year optional renewal period.

C. Corrective Action Plan

1. That should the Department identify any deficiency based on Contract requirements, which the Department, in its sole discretion, deems to be of significant magnitude, the Department may notify the Contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the Contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Department requiring submission of a CAP. The CAP shall be sent to the Department's Contract Manager for review approval determination. 3. That the Department shall notify the Contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Department shall provide a written statement identifying in reasonable detail, why the Department believes the CAP will not result in correction of the cited deficiencies. The Contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. That upon acceptance of the CAP, the Contractor shall have, at the discretion of the Department, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Department does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Department's Contract Manager.
6. That the Contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the Contract, pursuant to the termination provisions set forth in this Contract. The Department reserves the right to exercise other remedies as permitted by law.

D Termination

1. That this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. The Department shall be the final authority

as to the availability and adequacy of funds. In the event of termination of this Contract, the Contractor will be compensated for any work satisfactorily completed.

3. That this Contract may be terminated for the Contractor's non-performance upon no less than twenty-four (24) hours' notice in writing to the Contractor. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
4. That failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a Contractor under this provision, the Contractor must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause.
5. That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Department's Contract Manager or the representative of the Contractor responsible for administration of the program as appropriate.
6. That this contract shall be terminated if the Contractor is found to have been placed on the list of Scrutinized Companies as described in Section 287.135, Florida Statutes.

E. Renegotiations or Modifications

1. That modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.
2. That the parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws, or regulations make changes in this Contract necessary.

F. Notice

That any notice, that is required under this Contract shall be in writing and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the Department to the representative of the Contractor responsible for administration of the program, at the designated address indicated in III.G.3 and by the Contractor, to the Department's Contract Manager indicated in III.G.4.

G. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:

   Escambia County Board of County Commissioners
   221 S. Palafox Place, Suite 140
   Pensacola, Florida 32502
   850-595-3935

2. The name of the Contractor's contact person and street address where financial and administrative records are maintained is:

   Lorraine Hudson
   221 Palafox Place, Suite 400
   Pensacola, Florida 32502
   850-595-4836
   lhudson@escambiaclerk.com

3. The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this Contract is:

   Henrique Dias
   1700 West Leonard Street
   Pensacola, Florida 32502
   850-436-9541
   hdias@escambiaso.com

4. The name, address, and telephone number of the Department's Contract Manager for this Contract is:
   Kim Clark
   Florida Department of Revenue – Child Support Program
   2450 Shumard Oak Blvd Tallahassee, Florida 32399-0191
   850-717-6609

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.

H. All Terms and Conditions Included

This Contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this Contract which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒):

Applicable attachments: ☒ indicates the attachment applies to this Contract.		
	Attachment #	Attachment Title
☒	Attachment A	Scope of Work/Additional Provisions
☒	Attachment A, Exhibit 1	Monthly Invoice Excel Form
☒	Attachment A, Exhibit 2	Substantiating Report to Invoice
☐	Attachment B	Order of Precedence (and Contract Content)
☒	Attachment C (1)	Required Certifications (Non-Attorney)
☐	Attachment C (2)	Required Certifications (Attorney)
☐	Attachment D	Additional Provisions for Subrecipients of Federal Financial Assistance
☒	Attachment E	Certification Regarding Lobbying
☐	Attachment F	Required Training Courses
☐	Attachment G	Requirements for Contracts with Access to Federal Tax Information (FTI) (IRS Publication 1075 September 2016)
☐	Attachment H	Criminal History Records Check Requirement

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.H above.

In witness thereof, the parties hereto have caused this 17-page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR: **Escambia County Board of County Commissioners**

SIGNED BY:

NAME: Steven Barry

TITLE: Chairman

DATE:

59-6000598
Contractor MFMP Vendor #
(Federal EID #)

ATTEST: Pam Childers
Clerk of the Circuit Court

By:
Deputy Clerk

[SEAL]

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 05-05-2020

FLORIDA DEPARTMENT OF REVENUE

SIGNED BY:

NAME: Clark M. Rogers

TITLE: Director, Office of Financial Management

DATE:

FLORIDA DEPARTMENT OF REVENUE
Office of the General Counsel

Approved as to form and legal content Date

ATTACHMENT A

Scope of Work

A. General Provisions

1. The sheriff shall promptly attempt service of process and execution of writs of bodily attachments pursuant to Section 30.231, Section 61.11, and Section 409.2563(4), Florida Statutes, on all Title IV-D Child Support Enforcement judicial and administrative actions that are referred by the Department, or its designee.

2. The sheriff is to maintain sufficient staff, facilities and equipment to deliver the agreed upon services.

3. Under the provisions of the law and the terms of this contract, the service provided by the sheriff includes:

   a. Personal service of process, to include substitute service
   b. Execution of Writs of Bodily Attachment

4. Subject to the terms and the provisions of 45 C.F.R., Part 75, the Department shall reimburse the contractor for expenditures made in accordance with the established Federal Financial Participation (FFP) rate, as stipulated in this contract, subject to the availability of funds and any related federal and/or state legislated changes.

B. Service of Process and Execution of Writs of Bodily Attachment

1. Manner of Service

   a. The sheriff should attempt to promptly obtain child support summons or writs of bodily attachment, and thereafter serve process or execute writs within seven (7) calendar days of receipt of the request. If process is not served or a writ not executed on the first attempt, the sheriff should make a minimum of two additional attempts within twenty-one (21) calendar days after receipt.

   b. The Sheriff shall determine the most appropriate time to attempt service of process and execution of writs.

   c. The Sheriff shall provide the Department, or its designee and the Clerk of the Court the Sheriff's return indicating service has been perfected and the address. When service of process is unsuccessful, the Sheriff shall provide the Department, or its designees and the Clerk of the Court the Sheriff's return indicating service has not been perfected. The return should state the reason(s) for non-service for each address attempted.

   d. Return of service is to be provided to the address indicated on the Department's Request for Service of Process.

   e. Within seven (7) calendar days of the final attempt when service of process is unsuccessful, the sheriff shall provide the Department (or its designee) and the Clerk of Court the sheriff's return indicating service has not been perfected. The return should state the reason(s) for nonservice for each address attempted.

   f. If the location information on the request for service of process or writ of execution provided by the Department is incorrect, the Sheriff shall exercise due diligence in locating and serving or arresting the person.

   g. The sheriff should establish, audit, and monitor a procedure that will ensure removal, within thirty (30) calendar days, of all completed or rescinded writs from the Florida Crime Information Center (FCIC) telecommunications system in accordance with section 61.11(2)(e), F.S.

   h. The contractor shall retain the prevailing local match rate when the person served pays court ordered costs for service of process or writ execution. The remaining match rate reduces the total bill to the Department for the month in which the person made the payment. The invoice must show the names of all persons who made payments.

2. Method of Payment

   a. Only one request for payment may be submitted for each request from the Department for service of process or writ execution. The forms in Attachment A, Exhibits 1-2, must be used to send the monthly request for payment for services to the Department. The forms must be submitted to the Department by email as a Microsoft Excel attachment. Each monthly invoice must include an authorized signature certifying that service of process or writ of bodily attachment has been attempted and/or executed. The forms will be

supplied to the appropriate Board or Sheriff's Office in Microsoft Excel format, and after completion each month are to be submitted to:

E-mail: sheriff_invoices@floridarevenue.com and a copy of the invoice will be emailed to the Department's Contract Manager at Kim.Clark@floridarevenue.com.

b. The invoice for payment must be received by the Department within 45 days after the end of the month in which services are rendered.

c. The contractor will be reimbursed for service of process for judicial and administrative actions at the prevailing rate of Federal Financial Participation in Title IV-D cases, 66% of the $20.00 fee ($13.20) for each service of process and 66% of the $70.00 fee ($46.20) for a writ of bodily attachment. These reimbursement amounts are the only allowable costs for reimbursement for service of process and writs of bodily attachment.

3. Services to be Performed by the Department

a. The Department of Revenue shall ensure that all papers to be served and writs to be executed are clearly identified as Title IV-D child support enforcement cases.

b. The Department shall provide to the sheriff the best-known address(es) where the person may be served, or the writ executed.

c. The Department shall provide the sheriff with Child Support Enforcement numbers (CSE #s) and names of the parties for the sheriff to enter on the Substantiating Report to Invoice form (Attachment A Exhibit 2).

d. The Department shall provide photographic images, if available, for service of process and execution of writs as authorized by section 322.142, Florida Statutes. Any re-disclosure, distribution, or copying of the photographic images and related information is prohibited.

D. Additional Terms and Conditions

1. Area of Service
The sheriff shall provide the services required by this contract throughout the county named on page one.

2 Modification of contract due to a change in Federal Financial Participation
If the rate of Federal Financial Participation changes during the term of this contract, the parties agree that reimbursement by the Department will be made at the new prevailing rate. The Department shall provide written notice of any change in the rate of Federal Financial Participation and the effective date.

3 Modification of Contract due to Statutory Fee Changes
If the statutory fees for service of process fee and/or execution of writs of bodily attachment change during the term of the contract, the Department shall reimburse at the prevailing rate of Federal Financial Participation based upon the new statutory fee(s). Changes are effective as of the effective date of the law.

4. Upon completion of service or writ activities, the photographic image(s) must be destroyed.

Attachment A, Exhibit 1

INVOICE

Escambia County BOCC

Sheriff Service of Process (SOP) ***Contract #: CSU17***
Address line 1
Address line 2

Contact Person:
Phone #:
E-mail:
Date of Invoice: MM/DD/YYYY
Invoice Month/Yr.:

Sheriff Invoice #: (If any indicate)
Bill To: Florida Department of Revenue/Child Support Enforcement
Contract Management Invoice Section
Email Group: sheriff_invoices@dor.state.fl.us

Comments

Total SOP and Writs	DESCRIPTION	Unit Rate	Subtotal	Reimbursement Rate	AMOUNT
0	Service of Process	$20.00	$0.00	66%	**$0.00**
0	Service of Process Credits	($20.00)	$0.00	66%	**$0.00**
0	Writs (Warrants for Arrest)	$70.00	$0.00	66%	**$0.00**
0	Writs (Warrants for Arrest) Credits	($70.00)	$0.00	66%	**$0.00**
				Invoice Total:	**$0.00**

I certify the information above is true and correct
(***Typed electronic signature is acceptable***)

Signature: _____ Date: _____

To: FDOR Operational Accounting:

The above charges have been reviewed and are approved for payment:

Amount approved: _____

Date Approved: _____

FDOR-CSE Approval Certification Signature:

Attachment A, Exhibit 2

Total # of Service of Process	0
Total # of Writs	0
Grand Total of Services	0
Month and Year of Invoice (MM/YYYY)	January-00

Sheriff Service of Process & Writs Substantiating Report to Invoice
Escambia County Sheriff Office
Contract Number: CSU17

Florida Department of Revenue		Defendant Information Person being served (Required)			Plaintiff Information (Required)			Date Received (Required) {mm/dd/yyyy}		
Child Support Enforcement Case Number (required)	Activity Number	Last Name	First Name	Middle Initial	Last Name	First Name	Middle Initial	Services of Process	Writs	Document type
										Administrative Proceeding Packet
										Order to Appear for Genetic Testing

ATTACHMENT C (1)

Required Certifications – Non-Attorney

I, Steven Barry , as an authorized representative of the contractor certify that:

1. Statement of No Involvement

Neither I nor any person having interest in this firm has been awarded a contract by the Department of Revenue on a noncompetitive basis to:

a. develop this solicitation packet;

b. perform a feasibility study concerning the scope of work contained in this offer; or

c. develop a program similar to what is contained in this offer.

2. Agreement to the Contract Terms and Conditions

I have authority to execute a binding contract on behalf of the contractor and agree to the conditions and the terms of the contract contained in the solicitation.

3. Contract Cancellation or Failure to have Contract Renewed

Neither I nor the firm has had a contract canceled nor have I nor the firm failed to have a contract renewed by any governmental agency based on substandard or lack of performance.

If the prospective contractor is unable to certify to any of these statements in the certification regarding contract cancellation and renewal, such prospective contractor shall attach an explanation.

4. Child Support Obligations

I, Steven Barry , as an authorized representative of the contractor, certify that I and all staff in my firm assigned to this contract are, to the best of my knowledge, current and will remain current with respect to any and all court ordered child support obligations, including medical child support. I further certify that individuals, who are not current with respect to any and all court ordered child support obligations, including medical child support, will not be hired to work on this contract.

5. Compliance with State and Federal Tax Laws

I, Steven Barry , as an authorized representative of the contractor, certify that I, all staff in my firm assigned to this contract, and the firm, are, to the best of my knowledge, in compliance with all state and federal tax laws, and shall remain in compliance throughout the term of this contract. I further certify that individuals who are not in compliance with all state and federal tax laws will not be hired to work on this contract.

By: Steven Barry, Chairman _____ Date: _____

ATTACHMENT E

Certification Regarding Lobbying
For Contracts, Grants, Loans and Cooperative Agreements

As provided by 45 CFR 75.215, recipients of Federal awards are subject to the restrictions on lobbying as set forth in 45 CFR Part 93, Appendix A the undersigned certifies, to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

By: Steven Barry, Chairman_____ *Date:*_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17824 **County Administrator's Report 11. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Contract Award for Pensacola Pass Inlet Management Plan
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Pensacola Pass Inlet Management Plan - Chips Kirschenfeld, Department Director, Natural Resources Management, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Olsen Associates, Inc., per the terms and conditions of PD 19-20.008, Pensacola Pass Inlet Management Plan, in the lump sum amount of $403,800.

Vendor	Funding	Amount	Solicitation Number
Olsen Associates, Inc.	**Florida DEP Agreement 19ES2** Fund 353, LOST IV; Cost Center 220106, Pensacola Pass Inlet Management Study; Object Code 53101, Professional Services; Project Code 19DS0732	$302,850	PD 19-20.008
Olsen Associates, Inc.	**Matching Funds from Escambia County:** Fund 353, LOST IV; Cost Center 110102, LOST IV Discretionary; Object Code 53101, Professional Services; Project Code 19DS0732	$100,950	PD 19-20.008

Specification PD 19-20.008, Pensacola Pass Inlet Management Plan, was posted to Government Forms Software on February 20, 2020, and issued to 24 registrants representing 13 firms.

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

- Proposal Response from Olsen Associates, Inc.

BACKGROUND:

Pensacola Pass is a large tidal inlet in Escambia County, Florida, that connects the Gulf of Mexico with Pensacola Bay. The Pass hosts a federally authorized deep-water navigation channel that provides safe passage to the Gulf Intracoastal Waterway (GIWW), Naval Air Station Pensacola (NASP), Pensacola Harbor, and other points in the Pensacola Bay area. The maintained deep-water navigation channel disrupts the natural drift of sand in and across the tidal inlet between Santa Rosa Island and Perdido Key. The trapping of the sand by the navigation channel negatively alters the adjacent shorelines for several miles in both directions. The inlet management plan will provide a predictable method to manage sands that are trapped in the channel and prescribe placement options that will help offset the negative impacts from maintaining the navigational channel in Pensacola Pass.

The Board approved the Grant to partially fund this project from FDEP (#19ES2) and assigned local match at its January 24, 2019, meeting (CAR II.6).

Specification PD 19-20.008, Pensacola Pass Inlet Management Plan, was posted to Government Forms Software on February 20, 2020, and issued to 24 registrants representing 13 firms. On March 11, 2020, two firms submitted bid responses.

The Selection Committee ranked the two firms in the following order:

1. Olsen Associates, Inc.; and
2. Taylor Engineering, Inc.

On March 21, 2020, the Selection Committee negotiated a best and final offer from Olsen Associates, Inc., for a lump sum amount of $403,800.

BUDGETARY IMPACT:

Vendor	Funding	Amount	Solicitation Number

Olsen Associates, Inc.	**Florida DEP Agreement 19ES2** Fund 353, LOST IV; Cost Center 220106, Pensacola Pass Inlet Management Study; Object Code 53101, Professional Services; Project Code 19DS0732	$302,850	PD 19-20.008
Olsen Associates, Inc.	**Matching Funds from Escambia County:** Fund 353, LOST IV; Cost Center 110102, LOST IV Discretionary; Object Code 53101, Professional Services; Project Code 19DS0732	$100,950	PD 19-20.008

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Senior Assistant County Attorney, Kristin Hual.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statue 287.055, Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order while Natural Resources Management will be the Contract administrator.

Attachments

Solicitation
Final Ranking by Selection Committee
Bid Distribution List
Register of Proposers
Board Approval of Grant Funding
Agreement with Exhibits

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

Pensacola Pass Inlet Management Plan
Solicitation Identification Number PD 19-20.008

Letters of Interest Will Be Received Until:
11:59 PM CDT, March 10, 2020

Office of Purchasing, Room 11.101
Matt Langley Bell III Building
213 Palafox Place, Pensacola, FL 32502

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

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, Fl 32502
Telephone: 850-595-4953
Email: JDLovingood@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

Escambia County Florida
Request for Letters of Interest
Proposer's Checklist
Pensacola Pass Inlet Management Plan
Solicitation Identification Number PD 19-20.008

How to Submit Your Proposal
Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the Office of Purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: **http://submittals.myescambia.com/**

- GSA Standard Form 330 (**the following forms must be submitted in the order listed below**)
  - Part II **(update if already submitted)**
  - Part I

The remaining forms are PDF's to be uploaded

- Letter of Interest
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)

Note: While the following forms are attached to this solicitation, they are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Truth in Negotiation Certification
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification

The Following Submittals Are Required Upon Notice of Award:

- Certificate of Insurance

How to Submit a No Proposal

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

Pensacola Pass Inlet Management Plan
Solicitation Identification Number PD 19-20.008

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I. INFORMATION PACKAGE

Pensacola Pass Inlet Management Plan
Solicitation Identification Number PD 19-20.008

Scope of Work

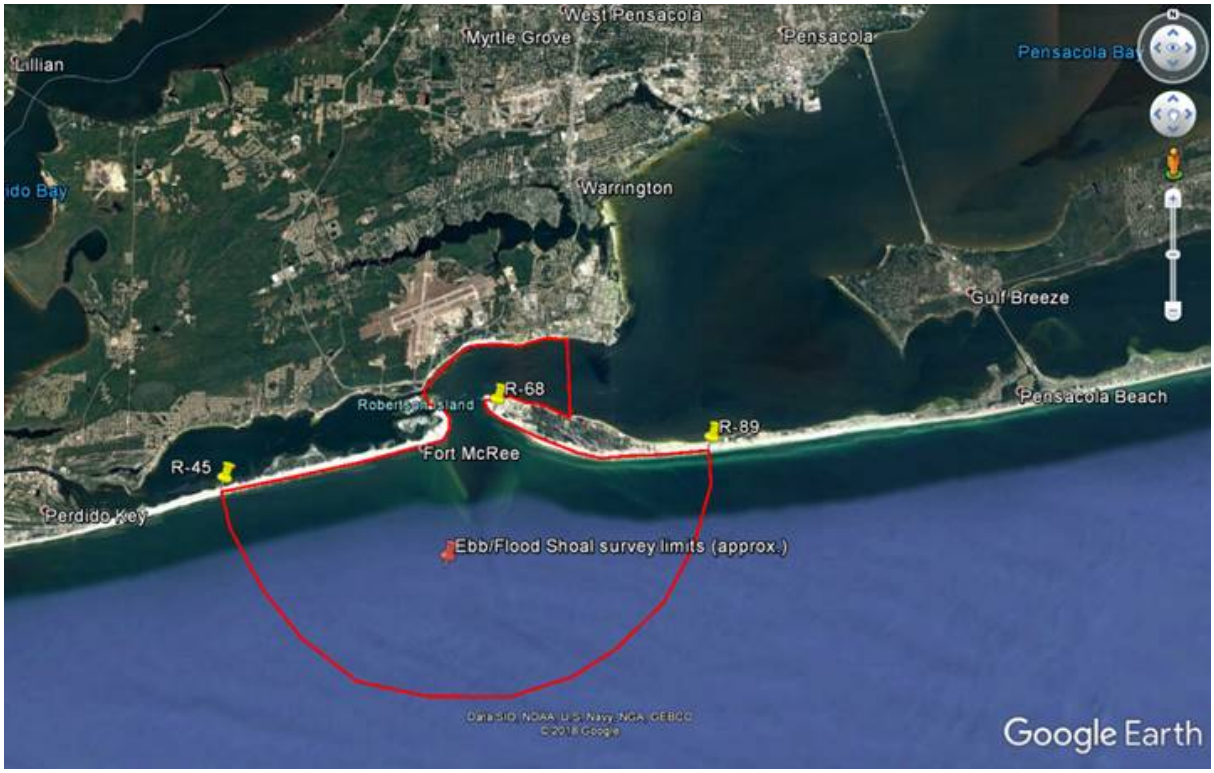
Background

Pensacola Pass is a large tidal inlet in Escambia County, FL that connects the Gulf of Mexico with Pensacola Bay. The Pass hosts a federally authorized deep-water navigation channel that provides safe passage to the Gulf Intracoastal Waterway (GIWW), Naval Air Station Pensacola (NASP), Pensacola Harbor, and other points in the Pensacola Bay area. The maintained deep-water navigation channel disrupts the natural drift of sand in and across the tidal inlet between Santa Rosa Island and Perdido Key. Periodic maintenance dredging places some portion of the impounded sand back into the littoral system, however, the trapping of the sand by the navigation channel does alter the adjacent shorelines for several miles in both directions, inducing erosion due to sand starvation in some areas.

Description of Work Activities:

Topographic/ hydrographic survey of 101 R-monument beach profiles (R-001 to R-101, Escambia County, FL), FDEP has an existing extensive dataset from the Pensacola Beach monitoring program (R-102 to R-156).

Hydrographic survey of the ebb shoal, throat, and flood shoal areas of Pensacola Pass. The anticipated area is depicted below:



Analyses and development of an inlet management study of Pensacola Pass, which will include analyses of beach, channel, and shoal volume changes over different time periods, compilation and analyses of dredging records, modeling of alongshore transport in the vicinity of the inlet, analysis of sand disposal practices, and the development of a sediment budget for current conditions. A longshore sediment transport potential model such as Univest (or similar) is anticipated to be utilized. Previous investigators have reported upon work at the Pass, including an inlet management study performed by the University of Florida (Browder and Dean, 1999).

Sediment budget analysis shall include determination of alongshore extent of littoral inlet influence.

Develop recommendations from the study for maximizing sand bypassing and improving sand management activities at the Pass.

Define the benefits and consequences of each alternative inlet management strategy compared to a no action scenario from a technical and financial perspective and for compliance with Chapter 161, Florida Statutes.

A technical advisory committee (TAC) is required to be coordinated by the Consultant for study guidance, selection of alternatives to model, review of the sediment budget, and final recommendations for inlet strategies. The TAC will include representation from the Mobile District USACE, US Navy, National Park Service, FDEP, SRIA, and Escambia County.

The Project shall be conducted in accordance with the terms and conditions set forth under this Scope of Work and FDEP Grant Agreement 19ES2. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf

Desired Timelines: Timeline will be discussed with Short-Listed firms at the Discussion/Ranking meeting.

GSA Codes

Anticipated Disciplines (Function Codes SF 330) for this project

	Code	Description
Primary	33	Hydrographic Surveyor
	38	Land Surveyor
Secondary	None	

Anticipated Experience Categories (Profile Codes SF 330) for this project

	Code	Description
Primary	C07	Coastal Engineerinig

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

A. Government Forms Software: http://submittals.myescambia.com/

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

The following policy will apply to all methods of source selection:

B. CONDUCT OF PARTICIPANTS

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

C. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those sub-consultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of sub-consultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

III. FIRMS' EVALUATIONS AND SELECTION

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

Selection Criteria	Points
Demonstrate experience developing Inlet Management Studies for FDEP.	40
Project Approach	20
Knowledge/experience with issues associated with Pensacola Pass	20
Experience working with federal partners like National Park Service, U.S. Navy, and on projects that may impact federal lands.	10
Experience with facilitating Technical Advisory Committees.	10
TOTAL:	100 points

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

IV. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of requests	**February 20, 2020**
Letters of Interest due date	**11:59 p.m. CDT, March 10,2020**
Short-Listing Meeting	**3:00 PM, CDT, March 17, 2020**
Discussions, Ranking Meeting	**9:00 AM, CDT, March 26, 2020**
Written Scope due to Committee for Review	**April 03, 2020**
Fee Proposal due to Committee for Review	**April 10, 2020**
1st Negotiations with First Ranked Firms	**1:00 PM, CDT, April 13, 2020**
2nd Negotiations with First Ranked Firms	**If Required, 2:00 PM, CDT, April 17, 2020**
Board of County Commissioners approval	**May 21, 2020**

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **April 9, 2020.**

V. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes Government Forms software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at http://submittals.myescambia.com/

Required items are described below (**The following forms must be submitted electronically in the order listed below**):

1. **Update Standard Form (SF) 330 – Part II (GFS format)**
   For those firms that have already provided an SF 330 Part II update as required

   Note: The wording on the form can't be changed, but include information as though the listing reads as follows:

   11. ~~ANNUAL AVERAGE~~ PROFESSIONAL SERVICES REVENUES INVOICED AND PAID BY ~~OF~~ FIRM FOR LAST 3 YEARS

   11. a. ~~Federal~~ Escambia County Florida Board of County Commissioners
   11. b. ~~Non-Federal~~ Non-Escambia County Florida Board of County Commissioners Work

2. **Standard Form (SF) 330 – Part I (GFS format)**
   Generated by Government Forms software®, includes:
   - Standard Form (SF) 330 - Part I, Section A-C
   - Standard Form (SF) 330 - Part I, Section D
     - For each individual shown on the organizational chart list the following:
       - Name
       - Position relative to the project
       - Firm
       - Position in the firm
   - Standard Form (SF) 330 - Part I, Section E
     Page Limit: 20 pages/resumes
   - Standard Form (SF) 330 - Part I, Section F
     Page Limit: 10 pages/projects
   - Standard Form (SF) 330 - Part I, Section G
     Page Limit: 1 page
   - Standard Form (SF) 330 - Part I, Section H
     - The firm should provide three (3) examples of projects for government entities/municipalities indicating experience in the following:
       - Past Performance:
         - Provide at least three (3) samples showing performance records for the past five (5) years. Records should indicate:
           - Performance record
           - Background Experience
           - Technical Expertise
     - Current Work
       - Proposers shall list all currently active contracts or task orders with the following:
         - Escambia County, Florida,
         - Other Government Entities,
         - Private, and provide the following relative information
           - Contract or Task Order name
           - Current status
           - Costs
             - Original cost, to include any change orders
             - Remaining balance
     - Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
     - Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
     - Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years

   Proposers shall include any additional information to represent your firm for consideration

3. **Letter of Interest (PDF format)**
   Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total Letter of Interest length shall not exceed 20 pages).

   Documents
   The following forms are PDF's to be uploaded
   - Letter Of Interest
   - Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
   - Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)
     Note: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.
   - Certification Regarding E-Verify System
   - Truth in Negotiation Certification
   - Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
   - Drug-Free Workplace Form
   - Information Sheet for Transactions and Conveyances Corporate Identification

No additional information is to be included in the Letter of Interest.

Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

_____
Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over $60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

_____
Name of Consultant

By: _____
Authorized Signature

_____
Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____
OR produced identification _____

_____
(Type of identification)

_____
Notary Public - State of _____

My commission expires _____

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____

Vice President:_____ Treasurer:_____ _____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____ **E-mail:** _____

Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

Verified by:_____ Date:_____

STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
ESCAMBIA COUNTY

AND

«Firm_Name»

SAMPLE

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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SAMPLE

AGREEMENT

THIS AGREEMENT is made and entered into this «Day_of_Agreement» day of «Month_of_Agreement», «Year_of_Agreement», by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and «Firm_Name», a for-profit corporation authorized to transact business in the State of Florida, whose address is «Firm_Street_Address», «Firm_City», «Firm_State» «Firm_Zip», and whose Federal tax identification number is «Firm_Tax_ID» (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: «Firm_Name» is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean «Contract_Administrator», «CA_Title», «CA_Department». In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for «Solicitation_Number», «Solicitation_Name».

ARTICLE 2

PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) «Fiscal_Year» in the amount of «Amount_Words» ($«Amount_Numbers») for this Project.

SAMPLE

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. «Solicitation_Number», «Solicitation_Name», and as represented in the Consultant's Letter of Interest response to «Solicitation_Number», subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

SAMPLE

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $«Construction_Estimate».

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses,

SAMPLE

and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of «Amount_Words» ($«Amount_Numbers»). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.

(b) Living expenses in connection with travel and any other travel expenses.

(c) Long distance communications and other miscellaneous budget expenses.

(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

SAMPLE

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

«Firm_Name»
«Firm_Street_Address»
«Firm_City», «Firm_State» «Firm_Zip»

(d) Invoices to the County shall be sent to:

«County_Building_Name»
«County_Address»
«County_Attention»
Pensacola, Florida «County_Zip»

Notices to the County shall be sent to:

County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7

COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other

SAMPLE

documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9

SAMPLE

GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

SAMPLE

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

SAMPLE

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

SAMPLE

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to the Purchasing Manager, 213 Palafox Place, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

SAMPLE

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing,

SAMPLE

the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and «Firm_Name», signing by and through its «Firm_Signatory_Title», duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

_____
Witness

By: _____
Janice P. Gilley, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:
«Firm_Name» a «For_Profit» Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
«Firm_Signatory», «Firm_Signatory_Title»

By: _____
Secretary

Date: _____

SAMPLE

EXHIBIT "A"

SCOPE OF WORK

SAMPLE

EXHIBIT "B"

SCHEDULE / TIMELINE

SAMPLE

EXHIBIT "C"

FEE SCHEDULE

SAMPLE

	Taylor Engineering	Olsen Associates	
Tim Day	88	100	
Matt Posner	88	100	
Paolo Ghio	84	100	
Raw Scores	260	300	
Rankings			
Tim Day	2	1	
Matt Posner	2	1	
Paolo Ghio	2	1	
Ranking Total	6	3	
Final Ranking	**2**	**1**	

PD 19-20.008 Pensacola Pass Inlet Management Plan
Final Ranking Score Sheet

Tim Day							Taylor Engineering		Olsen Associates	
CRITERIA	**Maximum Possible Points**	**1**	**2**	**3**	**4**	**5**	**SCORE**	**WEIGHTED SCORE**	**SCORE**	**WEIGHTED SCORE**
Please describe your team's project approach for developing and implementing a successful inlet management plan in support of the goals outlined in the scope of services and FDEP Grant Agreement 19ES2.	30	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	30	5	30
Knowledge and experience with issues associated with Pensacola Pass.	30	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	24	5	30
Experience with working with federal partners (e.g. U.S. Navy, USACE, NPS, USFWS, NMS)	30	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	24	5	30
Experience facilitating Technical Advisory Committees.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	5	10
							Total	**88**		**100**

PD 19-20.008 Pensacola Pass Inlet Management Plan
Final Ranking Score Sheet

Matt Posner							Taylor Engineering		Olsen Associates	
CRITERIA	**Maximum Possible Points**	**1**	**2**	**3**	**4**	**5**	**SCORE**	**WEIGHTED SCORE**	**SCORE**	**WEIGHTED SCORE**
Please describe your team's project approach for developing and implementing a successful inlet management plan in support of the goals outlined in the scope of services and FDEP Grant Agreement 19ES2.	30	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	30	5	30
Knowledge and experience with issues associated with Pensacola Pass.	30	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	24	5	30
Experience with working with federal partners (e.g. U.S. Navy, USACE, NPS, USFWS, NMS)	30	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	24	5	30
Experience facilitating Technical Advisory Committees.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	5	10
							Total	**88**		**100**

PD 19-20.008 Pensacola Pass Inlet Management Plan
Final Ranking Score Sheet

Paolo Ghio							Taylor Engineering		Olsen Associates	
CRITERIA	**Maximum Possible Points**	**1**	**2**	**3**	**4**	**5**	**SCORE**	**WEIGHTED SCORE**	**SCORE**	**WEIGHTED SCORE**
Please describe your team's project approach for developing and implementing a successful inlet management plan in support of the goals outlined in the scope of services and FDEP Grant Agreement 19ES2.	30	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	30	5	30
Knowledge and experience with issues associated with Pensacola Pass.	30	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	18	5	30
Experience with working with federal partners (e.g. U.S. Navy, USACE, NPS, USFWS, NMS)	30	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	30	5	30
Experience facilitating Technical Advisory Committees.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	6	5	10
							Total	**84**		**100**

Select Search pd 19-20-008 **Tagged** <all>

Subject: **Public Notice PD 19-20.008**
Date: **20200220 @ 15:00**

	Firm ID	Firm Name	POC	Email
1	590918189	CH2M HILL, Inc, a fully owned	Daniel Broxson, PE David Stejskal, PE	daniel.broxson@ch2m.com david.stejskal@ch2m.com
2	202865475	EMERALD OCEAN ENGINEERING LLC	David McGehee Cheryl Pollock	Bigwave@EmeraldOE.com papcep@gmail.com
3	742426512	Fugro Consultants, Inc.	Mitchell L. Smith Jennifer Stephens	msmith@fugro.com jstephens@fugro.com
4	112537074	Greenman-Pedersen, Inc.	Scott M Deitche Sandra M. Bucklew, PE Robert Rupert, PE	sdeitche@gpinet.com sbucklew@gpinet.com rrupert@gpinet.com
5	592855441	jehle-halstead, inc.	D. Patrick Jehle, Jr., P.E.	pjehle@jehle-halstead.com
6	591294824	Mott MacDonald Florida, LLC	David Skipper Lauren Gund Steven White	david.skipper@mottmac.com lauren.gund@mottmac.com steven.white@mottmac.com
7	593089125	Preble-Rish, Inc.	Joe A. Rector, Jr., P.S.	rectorj@preble-rish.com
8	721105441	Sigma Consulting Group, Inc.	Jason Lashley Robbie Lear Miles Williams	jlashley@sigmacg.com rlear@sigmacg.com mwilliams@sigmacg.com
9	112167170-10	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
10	720627831	T. Baker Smith, LLC	Kevin S. Beyer, P.E.	kevin.beyer@tbsmith.com
11	592850478-00	Taylor Engineering, Inc.	James N. Marino, P.E, D.CE Jamie Gregory	jmarino@taylorengineering.com marketing@taylorengineering.com
12	954148514-09	Tetra Tech, Inc. - Bothell, Wa	Robert Donati	robert.donati@tetratech.com
13	630247014	Volkert, Inc.	Michael Warnke, PE,	mike.warnke@Volkert.com david.webber@Volkert.com

ENV SP
David Webber,
PE

Messages sent: **13**

REGISTER OF PROPOSERS

Solicitation # PD 19-20.008 Pensacola Pass Inlet Management Plan

RFP Due Date & Time: March 10, 2020 @ 11:59 p.m. CDT

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
Olsen Associates, Inc.	904-387-6114	abrowder@olsen-associates.com	Albert E. Browder, Ph.D., P.E.
Taylor Engineering, Inc.	904-731-7040	jmarino@taylorengineering.com	James N. Marino, P.E., D.CE
Submittals Received By:	Jeffrey Lovingood, Purchasing Coordinator		Date: March 11, 2020
Witnessed By:	Sherri Bonner, Purchasing Associate		Date: March 11, 2020

Posted 3/11/2020 @ 1:30 p.m. CDT

JDL



COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Recommendation: That the Board take the following action concerning the Pensacola Pass Inlet Management Study Grant Agreement (#19ES2) with the State of Florida Department of Environmental Protection:

A. Approve, and authorize the Chairman to sign, the Pensacola Pass Inlet Management Study Grant Agreement #19ES2 with the State of Florida Department of Environmental Protection, in the amount of $311,250; and

B. Authorize the Chairman to sign any subsequent Grant-related documents, including no-cost extensions, pending Legal review and approval, without further action from the Board.

Note: The County Attorney's Office has requested that the Board be made aware of the language within the Agreement, Page 8 of 11, 23.d., which requires venue for any action arising out of or relating to the agreement in the appropriate state court in LEON COUNTY.

[Funding: Fund 110, Other Grants and Projects Fund, new Cost Center - A minimum match of 25% ($103,750) is required. Matching funds will be provided through Local Option Sales Tax IV District 2 Discretionary, Fund 353, Cost Center 110102.]

Motion: To move Item 6, A and B, with the funding line 110, "my discretionary funds, as noted in the materials"
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this ____ day of_____, 2020, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Suite 420, Pensacola, Florida 32502, and Olsen Associates, Inc., a Florida for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Consultant"), FEI/EIN 59-2223174, whose principal address is 2618 Herschel Street, Jacksonville, FL 32204.

WITNESSETH:

WHEREAS, on February 20, 2020, the County issued a Request for Letters of Interest (P.D. 19-20.008) seeking a consultant to conduct an inlet management study of the Pensacola Pass and develop an inlet management plan (the "Project"); and

WHEREAS, the County desires to enter into an agreement with the Consultant for the completion of the Project as set forth herein.

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

ARTICLE I
PREAMBLE

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

1.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 2
SCOPE OF WORK

2.1 The Consultant will provide certain professional consultant services for the tasks outlined in *Escambia County's Request for Letters of Interest (RLI) Specification No.: P.D. 19-20.008, Pensacola Pass Inlet Management Plan*, attached hereto and incorporated herein as **Exhibit A**, and as represented in the Consultant's response to RLI Specification No.: P.D. 19-20.008, subsequent interview, and proposal presentation.

2.2 This Project shall be funded in whole or in part by grant funding provided by the Florida Department of Environmental Protection pursuant to *Standard Grant Agreement No. 19ES2*, the terms of which are incorporated by reference herein. By executing this Agreement, Consultant acknowledges that it has received a copy of *Standard Grant Agreement No. 19ES2***,** which is attached hereto and incorporated herein as **Exhibit B**, and Consultant shall comply with all applicable provisions of the Agreement.

2.3 The basic services to be provided are set forth in the Scope of Work, attached hereto and incorporated herein as **Exhibit C**. Unless otherwise specified, such services shall be completed in accordance with the standard of care in the profession at the time such services are rendered.

2.4 Such services shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work attached hereto as **Exhibit C** and any other services specifically included therein.

2.5 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 3
TIME FOR PERFORMANCE

3.1 The *Schedule for Performance* of the Consultant's services shall be in accordance with the Scope of Work attached hereto as **Exhibit D**. The anticipated completion date shall be twenty-four (24) months from the issuance of the Notice to Proceed. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

3.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

3.3 Prior to beginning the performance of any services under this Agreement, the Consultant must receive a written Notice to Proceed from the Contract Administrator.

ARTICLE 4
COMPENSATION AND METHOD OF BILLING AND PAYMENT

4.1 The County agrees to pay the Consultant, as compensation for its services under this Agreement, an aggregate fee for certain project tasks pursuant to the *Fee Schedule*, attached hereto and incorporated herein as **Exhibit E**. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges is to be paid as follows: a lump sum amount of Four Hundred and Three Thousand Eight Hundred Dollars ($403,800.00). Final payment will be subject to approval by the Board of County Commissioners.

4.2 Fee Schedule. The *Fee Schedule*, as used herein, shall mean the charges shown in **Exhibit E** for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively, the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

4.3 Direct Expenses. Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in the Consultant's aggregate fee. Direct Expenses shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project;
(b) Living expenses in connection with travel and any other travel expenses;
(c) Long distance communications and other miscellaneous expenses;
(d) Cost of software/hardware used or developed for the Project, including CAD/CADD; and
(e) Cost of printing plans, drawings, and specifications required by or of the Consultant to deliver the services set forth in this Agreement.

The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

4.4 Method of Billing and Payment.

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) Payments under this Agreement and interest on any late payments shall be governed by the Local Government Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

ARTICLE 5
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

5.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 6
COUNTY'S RESPONSIBILITIES

6.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

6.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

6.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

6.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

6.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 7
CONSULTANT'S RESPONSIBILITIES

7.1 Quality of Services.

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for, the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

ARTICLE 8
GENERAL PROVISIONS

8.1 Ownership of Documents.

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

8.2. Termination.

(a) The County may terminate this Agreement for cause at any time or terminate for convenience upon providing thirty (30) days written notice to the Consultant. This Agreement may be terminated by the Contractor for cause upon providing thirty (30) days written notice to the County. In the event of termination by either party, the Consultant shall be paid for services performed through the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

8.3 Records.

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

8.4 Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this

Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8.5 No Contingent Fees. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.6 Subcontractors. The County authorizes the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, Consultant must secure the prior written approval of the County for employment of such subcontractors.

8.7 Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. The Agreement shall, however, run with the Escambia County Board of County Commissioners and its successors.

8.8 Indemnification.

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the performance of the Agreement is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorneys' fees and paralegals' fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way

to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

8.9 Insurance. The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five (5) year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employer's liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Consultant agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days' notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

8.10 Representatives of the Parties.

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

8.11 Truth-in-Negotiation. The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

8.12 Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

8.13 Gratuities. Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes, and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

8.14 Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Olsen Associates, Inc.	To: Escambia County
Attention: Albert E. Browder, VP	Attention: County Administrator
2618 Herschel Street	221 Palafox Place, Suite 420
Jacksonville, FL 32204	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

8.15 Survival. All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

8.16 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

8.17 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

8.18 Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

8.19 Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

8.20. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, those dealing with taxation, worker's compensation, equal employment and safety.

8.21 Employment Eligibility Verification (E-Verify). In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 C.F.R. 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register (FAR), the CONTRACTOR must: (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

8.22 Participation in other Proceedings. At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

8.23 Independent Contractor Status. In the performance of this Agreement hereunder, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of the County; and Consultant shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this

Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

8.24 Further Documents. The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

8.25 No Waiver. The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

8.26 Contract Documents. The Contract Documents include this Agreement, including any Amendments, and Exhibits A-D referenced herein. In the event of a conflict between the terms of the Exhibits referenced herein and this Agreement, the terms of this Agreement shall prevail.

8.27 Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS: _____

By: _____
Janice P. Gilley, County Administrator

WITNESS: _____

Date: _____

Approved as to form and legal sufficiency.

BCC Approved: _____

By/Title: Kristin D. Hual, SACA

Date: 04-27-2020

CONSULTANT: **OLSEN ASSOCIATES, INC.**

By: _____

ATTEST: Corporate Secretary

Its: _____

By: _____

Date: _____

[SEAL]

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

Pensacola Pass Inlet Management Plan
Solicitation Identification Number PD 19-20.008

Letters of Interest Will Be Received Until:
11:59 PM CDT, March 10, 2020

Office of Purchasing, Room 11.101
Matt Langley Bell III Building
213 Palafox Place, Pensacola, FL 32502

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

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, Fl 32502
Telephone: 850-595-4953
Email: JDLovingood@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

Escambia County Florida
Request for Letters of Interest
Proposer's Checklist
Pensacola Pass Inlet Management Plan
Solicitation Identification Number PD 19-20.008

How to Submit Your Proposal
Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the Office of Purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: **http://submittals.myescambia.com/**

- GSA Standard Form 330 (**the following forms must be submitted in the order listed below**)
  - Part II **(update if already submitted)**
  - Part I

The remaining forms are PDF's to be uploaded

- Letter of Interest
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)

Note: While the following forms are attached to this solicitation, they are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Truth in Negotiation Certification
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification

The Following Submittals Are Required Upon Notice of Award:

- Certificate of Insurance

How to Submit a No Proposal

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

Pensacola Pass Inlet Management Plan
Solicitation Identification Number PD 19-20.008

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I. INFORMATION PACKAGE

Pensacola Pass Inlet Management Plan
Solicitation Identification Number PD 19-20.008

Scope of Work

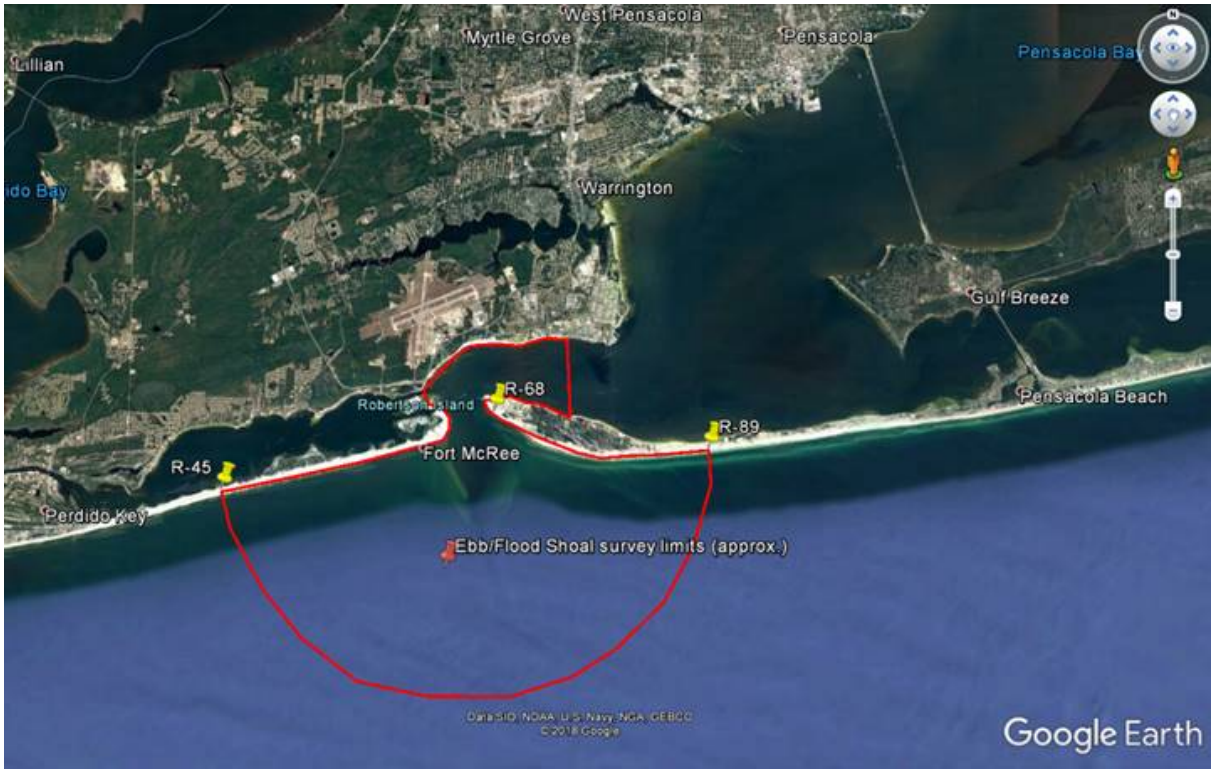
Background

Pensacola Pass is a large tidal inlet in Escambia County, FL that connects the Gulf of Mexico with Pensacola Bay. The Pass hosts a federally authorized deep-water navigation channel that provides safe passage to the Gulf Intracoastal Waterway (GIWW), Naval Air Station Pensacola (NASP), Pensacola Harbor, and other points in the Pensacola Bay area. The maintained deep-water navigation channel disrupts the natural drift of sand in and across the tidal inlet between Santa Rosa Island and Perdido Key. Periodic maintenance dredging places some portion of the impounded sand back into the littoral system, however, the trapping of the sand by the navigation channel does alter the adjacent shorelines for several miles in both directions, inducing erosion due to sand starvation in some areas.

Description of Work Activities:

Topographic/ hydrographic survey of 101 R-monument beach profiles (R-001 to R-101, Escambia County, FL), FDEP has an existing extensive dataset from the Pensacola Beach monitoring program (R-102 to R-156).

Hydrographic survey of the ebb shoal, throat, and flood shoal areas of Pensacola Pass. The anticipated area is depicted below:



Analyses and development of an inlet management study of Pensacola Pass, which will include analyses of beach, channel, and shoal volume changes over different time periods, compilation and analyses of dredging records, modeling of alongshore transport in the vicinity of the inlet, analysis of sand disposal practices, and the development of a sediment budget for current conditions. A longshore sediment transport potential model such as Univest (or similar) is anticipated to be utilized. Previous investigators have reported upon work at the Pass, including an inlet management study performed by the University of Florida (Browder and Dean, 1999).

Sediment budget analysis shall include determination of alongshore extent of littoral inlet influence.

Develop recommendations from the study for maximizing sand bypassing and improving sand management activities at the Pass.

Define the benefits and consequences of each alternative inlet management strategy compared to a no action scenario from a technical and financial perspective and for compliance with Chapter 161, Florida Statutes.

A technical advisory committee (TAC) is required to be coordinated by the Consultant for study guidance, selection of alternatives to model, review of the sediment budget, and final recommendations for inlet strategies. The TAC will include representation from the Mobile District USACE, US Navy, National Park Service, FDEP, SRIA, and Escambia County.

The Project shall be conducted in accordance with the terms and conditions set forth under this Scope of Work and FDEP Grant Agreement 19ES2. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf

Desired Timelines: Timeline will be discussed with Short-Listed firms at the Discussion/Ranking meeting.

GSA Codes

Anticipated Disciplines (Function Codes SF 330) for this project

	Code	Description
Primary	33	Hydrographic Surveyor
	38	Land Surveyor
Secondary	None	

Anticipated Experience Categories (Profile Codes SF 330) for this project

	Code	Description
Primary	C07	Coastal Engineerinig

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

A. Government Forms Software: http://submittals.myescambia.com/

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

The following policy will apply to all methods of source selection:

B. CONDUCT OF PARTICIPANTS

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

C. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those sub-consultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of sub-consultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

III. FIRMS' EVALUATIONS AND SELECTION

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

Selection Criteria	Points
Demonstrate experience developing Inlet Management Studies for FDEP.	40
Project Approach	20
Knowledge/experience with issues associated with Pensacola Pass	20
Experience working with federal partners like National Park Service, U.S. Navy, and on projects that may impact federal lands.	10
Experience with facilitating Technical Advisory Committees.	10
TOTAL:	100 points

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

IV. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of requests	**February 20, 2020**
Letters of Interest due date	**11:59 p.m. CDT, March 10,2020**
Short-Listing Meeting	**3:00 PM, CDT, March 17, 2020**
Discussions, Ranking Meeting	**9:00 AM, CDT, March 26, 2020**
Written Scope due to Committee for Review	**April 03, 2020**
Fee Proposal due to Committee for Review	**April 10, 2020**
1st Negotiations with First Ranked Firms	**1:00 PM, CDT, April 13, 2020**
2nd Negotiations with First Ranked Firms	**If Required, 2:00 PM, CDT, April 17, 2020**
Board of County Commissioners approval	**May 21, 2020**

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **April 9, 2020.**

V. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes Government Forms software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at http://submittals.myescambia.com/

Required items are described below (**The following forms must be submitted electronically in the order listed below**):

1. **Update Standard Form (SF) 330 – Part II (GFS format)**
   For those firms that have already provided an SF 330 Part II update as required

   Note: The wording on the form can't be changed, but include information as though the listing reads as follows:

   11. ~~ANNUAL AVERAGE~~ PROFESSIONAL SERVICES REVENUES INVOICED AND PAID BY ~~OF~~ FIRM FOR LAST 3 YEARS

   11. a. ~~Federal~~ Escambia County Florida Board of County Commissioners
   11. b. ~~Non-Federal~~ Non-Escambia County Florida Board of County Commissioners Work

2. **Standard Form (SF) 330 – Part I (GFS format)**
   Generated by Government Forms software®, includes:
   - Standard Form (SF) 330 - Part I, Section A-C
   - Standard Form (SF) 330 - Part I, Section D
     - For each individual shown on the organizational chart list the following:
       - Name
       - Position relative to the project
       - Firm
       - Position in the firm
   - Standard Form (SF) 330 - Part I, Section E
     Page Limit: 20 pages/resumes
   - Standard Form (SF) 330 - Part I, Section F
     Page Limit: 10 pages/projects
   - Standard Form (SF) 330 - Part I, Section G
     Page Limit: 1 page
   - Standard Form (SF) 330 - Part I, Section H
     - The firm should provide three (3) examples of projects for government entities/municipalities indicating experience in the following:
       - Past Performance:
         - Provide at least three (3) samples showing performance records for the past five (5) years. Records should indicate:
           - Performance record
           - Background Experience
           - Technical Expertise
     - Current Work
       - Proposers shall list all currently active contracts or task orders with the following:
         - Escambia County, Florida,
         - Other Government Entities,
         - Private, and provide the following relative information
           - Contract or Task Order name
           - Current status
           - Costs
             - Original cost, to include any change orders
             - Remaining balance
     - Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
     - Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
     - Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years

   Proposers shall include any additional information to represent your firm for consideration

3. **Letter of Interest (PDF format)**
   Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total Letter of Interest length shall not exceed 20 pages).

   Documents
   The following forms are PDF's to be uploaded
   - Letter Of Interest
   - Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
   - Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)
     Note: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.
   - Certification Regarding E-Verify System
   - Truth in Negotiation Certification
   - Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
   - Drug-Free Workplace Form
   - Information Sheet for Transactions and Conveyances Corporate Identification

No additional information is to be included in the Letter of Interest.

Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

_____
Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over $60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

_____
Name of Consultant

By: _____
Authorized Signature

_____
Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____
OR produced identification _____

_____
(Type of identification)

_____
Notary Public - State of _____

My commission expires _____

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____

Vice President:_____ Treasurer:_____ _____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____ **E-mail:** _____

Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

Verified by:_____ Date:_____

STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
ESCAMBIA COUNTY

AND

«Firm_Name»

SAMPLE

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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SAMPLE

AGREEMENT

THIS AGREEMENT is made and entered into this «Day_of_Agreement» day of «Month_of_Agreement», «Year_of_Agreement», by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and «Firm_Name», a for-profit corporation authorized to transact business in the State of Florida, whose address is «Firm_Street_Address», «Firm_City», «Firm_State» «Firm_Zip», and whose Federal tax identification number is «Firm_Tax_ID» (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: «Firm_Name» is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean «Contract_Administrator», «CA_Title», «CA_Department». In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for «Solicitation_Number», «Solicitation_Name».

ARTICLE 2

PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) «Fiscal_Year» in the amount of «Amount_Words» ($«Amount_Numbers») for this Project.

SAMPLE

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. «Solicitation_Number», «Solicitation_Name», and as represented in the Consultant's Letter of Interest response to «Solicitation_Number», subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

SAMPLE

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $«Construction_Estimate».

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses,

SAMPLE

and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of «Amount_Words» ($«Amount_Numbers»). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.

(b) Living expenses in connection with travel and any other travel expenses.

(c) Long distance communications and other miscellaneous budget expenses.

(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

SAMPLE

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

«Firm_Name»
«Firm_Street_Address»
«Firm_City», «Firm_State» «Firm_Zip»

(d) Invoices to the County shall be sent to:

«County_Building_Name»
«County_Address»
«County_Attention»
Pensacola, Florida «County_Zip»

Notices to the County shall be sent to:

County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7

COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other

SAMPLE

documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9

SAMPLE

GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

SAMPLE

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

SAMPLE

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

SAMPLE

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to the Purchasing Manager, 213 Palafox Place, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

SAMPLE

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing,

SAMPLE

the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and «Firm_Name», signing by and through its «Firm_Signatory_Title», duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

_____
Witness

By: _____
Janice P. Gilley, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:
«Firm_Name» a «For_Profit» Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
«Firm_Signatory», «Firm_Signatory_Title»

By: _____
Secretary

Date: _____

SAMPLE

EXHIBIT "A"

SCOPE OF WORK

SAMPLE

EXHIBIT "B"

SCHEDULE / TIMELINE

SAMPLE

EXHIBIT "C"

FEE SCHEDULE

SAMPLE

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Pensacola Pass Inlet Management Study**
Agreement Number: **19ES2**

2. Parties **State of Florida Department of Environmental Protection**
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: **Escambia County**
Entity Type: **Local Government**

Grantee Address: **3363 West Park Place, Pensacola, FL 32505**
FEID: **59-6000598** (Grantee)

3. Agreement Begin Date: **7/1/18**
Date of Expiration: **7/1/2021**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Escambia County**

Project Description: **The Project consists of an inlet management study of Pensacola Pass.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
$311,250.00	☑ State ☐ Federal	**FY18/19 GAA Line # 1597**	**$311,250.00**
	☐ State ☐ Federal		
	☐ State ☐ Federal		
	☐ State ☐ Federal		

6. Department's Grant Manager
Name: **Andrew Briscoe**
or successor
Address: **Beach Management Funding Assistant**
3900 Commonwealth Boulevard, MS 3601
Tallahassee, FL 32399-3000
Phone: **(850)245-2976**
Email: **andrew.briscoe@floridadep.gov**

Grantee's Grant Manager
Name: **Timothy Day**
or successor
Address: **Escambia Co. Natural Resources Mgmt. Dept.**
3363 West Park Place
Pensacola, FL 32505
Phone: **(850)595-1144**
Email: **trday@myescambia.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal)
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☐ Exhibit A: Progress Report Form
☐ Exhibit B: Disclosure of Lobbying Activities (Federal)
☐ Exhibit C: DEP Property Reporting Form
☑ Exhibit D: Payment Request Summary Form
☐ Exhibit E: Quality Assurance Requirements
☐ Exhibit F: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

Escambia County
Clerk's Original

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement is being executed by the Parties and is effective on the date in the Agreement Begin Date above or the last date signed below, whichever is later.

9. **Escambia County, Florida** — **GRANTEE**

Grantee Name

By Lumon J May — 11/25/2019

(Authorized Signature) — Date Signed

Lumon J. May, Chairman

Print Name and Title of Person Signing

10. **State of Florida Department of Environmental Protection** — **DEPARTMENT**

By Alex Reed — 2/14/2019

Secretary or Designee — Date Signed

Alex Reed, Director- DWRM

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FLA.

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: Elizabeth Larson
DEPUTY CLERK

Approved as to form and legal sufficiency.
By/Title: [illegible]
Date: 12/12/18

BCC Approved 01-24-2019

DWRA Additional Signatures

Andrew Burrowe

DEP Grant Manager

Dena VanLandingham

DEP QC Reviewer

Local Sponsor may add additional signatures if needed below.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

    iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: www.myfloridacfo.com/aadir/reference_guide/.
e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers

charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Department must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the

foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee or its subcontractors are found to have submitted a false certification; or if Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if

Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department

may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 19ES2

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Pensacola Pass Inlet Management Study. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2018 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Travel.
Additional compensation for travel is not authorized under this Agreement.

6. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

7. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

8. Match Requirements
See Attachment 3, Grant Work Plan.

9. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
   The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
   If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
   The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. Other Insurance. None.

10. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

11. Retainage.

Retainage is permitted under this agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

12. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

13. State-owned Land.

Special Terms for Projects on State-Owned Land. The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

14. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

15. Additional Terms.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Pensacola Pass Inlet Management Study

PROJECT LOCATION: The Project is located between Department of Environmental Protection (Department or DEP) reference monuments R67 and R68 along the Gulf of Mexico in Pensacola in Escambia County, Florida.

PROJECT BACKGROUND: Pensacola Pass is a large tidal inlet in Escambia County, FL that connects the Gulf of Mexico with Pensacola Bay. The Pass hosts a federally-authorized deepwater navigation channel that provides safe passage to the Gulf Intracoastal Waterway (GIWW), Naval Air Station Pensacola (NASP), Pensacola Harbor, and other points in the Pensacola Bay area. The maintained deepwater navigation channel disrupts the natural drift of sand in and across the tidal inlet between Santa Rosa Island and Perdido Key. Periodic maintenance dredging places some portion of the impounded sand back into the littoral system, however, the trapping of the sand by the navigation channel does alter the adjacent shorelines for several miles in both directions, inducing erosion due to sand starvation in some areas.

PROJECT DESCRIPTION: The project consists of feasibility.

PROJECT ELIGIBILITY: The Department has determined that 100 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of $311,250.00 for this Project or up to 75 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.).

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, Florida Statutes (F.S.).

Pursuant to Sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(2)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department’s Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

CCCL – Coastal Construction Control Line
DEP – Florida Department of Environmental Protection
F.S. – Florida Statutes
F.A.C. – Florida Administrative Code
FWC – Florida Fish and Wildlife Conservation Commission
FWS – United States Fish and Wildlife Service
IMP – Inlet Management Plan
JCP – Joint Coastal Permit
USACE – United States Army Corps of Engineers

TASKS and DELIVERABLES:

For all tasks identified below, the Local Sponsor will provide detailed scopes of work or a letter requesting advance payment, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

Task 1: Feasibility
Task Description: The Local Sponsor will acquire professional services for activities necessary to determine the feasibility of the proposed Project or Project-related improvements necessary to accomplish Department-approved goals and strategies.

Deliverable: Certification of Completion including documentation of submittal affirming that the final feasibility report was completed and submitted to the Department. For interim payment requests, a Task Summary Report signed by the Local Sponsor must be submitted detailing work progress during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	DEP	Local	Total
1	**Feasibility Study**	75.00%	$311,250.00	$103,750.00	**$415,000.00**
	TOTAL PROJECT COSTS		**$311,250.00**	**$103,750.00**	**$415,000.00**

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Feasibility	Contractual Services	$311,250.00	7/1/2018	6/30/2021
		Total:	$311,250.00		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends $500,000 ($750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.

3. If the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Land Acquisition Trust Fund, GAA Line Item # 1597	2018-2019	37.003	Beach Management Funding Assistance Program	$311,250.00	140126

Total Award	$311,250.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

EXHIBIT D

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART I

PAYMENT SUMMARY

Name of Project: Pensacola Pass Inlet Management Study

Local Sponsor: Escambia County

DEP Agreement Number: 19ES2

Remittance Address: _____

_____

Billing Number: _____

Billing Type: ☐ Interim Billing ☐ Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
$_____	$_____	$_____	$_____

*if applicable

Cost Summary:

State Funds Obligated
$_____

Less Advance Pay
$_____

Less Previous Payment
$_____

Less Previous Retained
$_____

Less This Payment
$_____

Less This Retainage (5%)
$_____

State Funds Remaining
$_____

Local Funds Obligated
$_____

Less Advance Pay
$_____

Less Previous Credits
$_____

Less This Credit
$_____

Local Funds Remaining
$_____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART II

Name of Project:_____ Billing Period (1):_____
Billing Number:_____ Person Completing Form & Telephone Number (2):_____
DEP Agreement Number:_____

REIMBURSEMENT DETAIL

Item #	Vendor Name	Invoice Number	Invoice Date	Check Number	Task Number (3)	SOW Number (3)	Invoice Amount(4)	Eligible Cost (5)	% Fed Share (6)	Federal Share of Invoice Amount (7)**	Non-Federal Share (8)	% State Share (9)	State Share (10)	Local Share (11)	Retainage Payment (12)	Withheld Retainage (13)	State Payment (14)
										-	-		**$0.00**	0.00		0.00	0.00
								-		**Totals**	-		-	-	-	-	-

Total Due to Local Sponsor (15)_____

Form Instructions:
1. Billing Period: Should reflect Invoice services performed date. (beginning date - earliest date of services, end date - latest date of services performed).
2. Person responsible for completing this form: Please identify the person responsible for completing information if clarification is needed.
3. Task #: Must identify Task..
4. SOW #: Must identify SOW(s) for each invoice. If invoice covers multiple SOW, that invoice would be listed multiple times, a line item for each SOW.
4. Invoice Amount
5. Eligible Cost: Invoice amount paid by Local Sponsor less ineligible cost for Line Item Deliverable only.
6. % Federal Share: If applicable this should be the percentage listed in Agreement. Federal Share will be listed on Table 1 if applicable.
7. Federal Share: If applicable, Local Sponsor will multiply Eligible Cost by Federal Share Percentage.
8. Non-Federal Share: Eligible Cost (5) minus Federal Share of Invoiced Amount (7).
9. Percentage of State Share: This should be the State Share Percentage listed in Agreement.
10. State Share: Multiply Non-Federal Share by State Share Percentage.
11. Local Share: Subtract State Share from Non-Federal Share.
12. Retainage Payment: Requires separate line for each completed **Task, Sub-Task and or Deliverable** that retainage is being requested.
13. Withheld Retainage: Multiply State Share by 10%.
14. State Payment: Subtract Retainage from State Share.
15. Total Due to Local Sponsor: Add Retainage Payment Total (12) to State Payment Total (14).

Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.
Notes: For questions or concerns regarding this form please contact: Janice Simmons - (850)245-2978 or email at Janice.L.Simmons@dep.state.fl.us

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART III
PROJECT PROGRESS REPORT

Name of Project: Pensacola Pass Inlet Management Study

Local Sponsor: Escambia County

DEP Agreement Number: 19ES2

Billing Number: _____

Report Period: _____

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.). **NOTE:** Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1:

Progress for this reporting period:

Identify any delays or problems encountered:

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CERTIFICATION OF DISBURSEMENT REQUEST
REQUEST FOR PAYMENT – PART IV

Name of Project: Pensacola Pass Inlet Management Study

Local Sponsor: Escambia County

DEP Agreement Number: 19ES2

Billing Number: _____

Certification: I certify that this billing is correct and is based upon actual obligations of record by the Local Sponsor; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the Project described in the grant work plan.

I certify that the purchases noted were used in accomplishing the Project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name of Project Administrator	Signature of Project Administrator	Date
Name of Project Financial Officer	Signature of Project Financial Officer	Date

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CONTRACT COMPLETION CERTIFICATION
PART V

Name of Project: Pensacola Pass Inlet Management Study

Local Sponsor: Escambia County

DEP Agreement Number: 19ES2

Task Completion ☐ (List Task)_____

Contract Completion ☐

*I hereby certify that the above-mentioned Project task has been completed in accordance with the Project Agreement, including any amendments thereto, between the Department and Local Sponsor, and all funds expended for the Project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the Department, have been returned to the Department, or will be returned to the Department within sixty (60) days of the completion of construction portion of this Project. Unused funds advanced to the United States Army Corps of Engineers through Local Sponsors will be due sixty (60) days after the Federal final accounting has been completed.

_____	_____	_____
Name of Project Manager	Signature of Project Manager	Date

NOT ADA COMPLIANT

SCOPE OF WORK

Pensacola Pass Inlet Management Plan

Escambia County, FL
Solicitation Identification Number PD 19-20.008
Study & Inlet Management Plan Development

27 April 2020

Overview

Pensacola Pass is a large tidal inlet that connects the Gulf of Mexico with Pensacola Bay. The Pass hosts a Federally-authorized deepwater navigation channel that provides safe passage from the Gulf to the Gulf Intracoastal Waterway (GIWW), Naval Air Station Pensacola (NASP), Pensacola Harbor, and other points in the Pensacola Bay area. As described in the above-referenced solicitation, the maintained channel disrupts the natural drift of sand in and across the tidal inlet between Santa Rosa Island and Perdido Key (Browder and Dean, 1999 – U. Florida). Periodic maintenance dredging places some portion of the impounded sand back into the littoral system, however, the trapping of sand by the navigation channel does alter the adjacent shorelines for several miles in both directions, inducing erosion due to sand deprivation in some areas. The objectives of this project are to:

- Acquire an updated topographic/hydrographic survey of the inlet shoal system and the adjacent beach profiles, similar to the map depicted in **Figure 1**.
- Acquire accompanying digital aerial orthoimagery of the Pass and adjacent shorelines,
- Perform an inlet management study of Pensacola Pass, which will include analyses of beach, channel, and shoal volume changes over different time periods, compilation and analyses of dredging records, modeling of alongshore transport in the vicinity of the inlet, analysis of sand disposal practices, and the development of a sediment budget for current conditions. The sediment budget will seek to identify the alongshore extents of inlet influence and describe the sand bypassing objectives at the Pass.
- Develop and evaluate alternatives for maximizing sand bypassing and improving sand management activities at the Pass, to be delivered in the form of a proposed Inlet Management Plan to be presented to the Florida Department of Environmental Protection (FDEP) for State consideration for adoption.

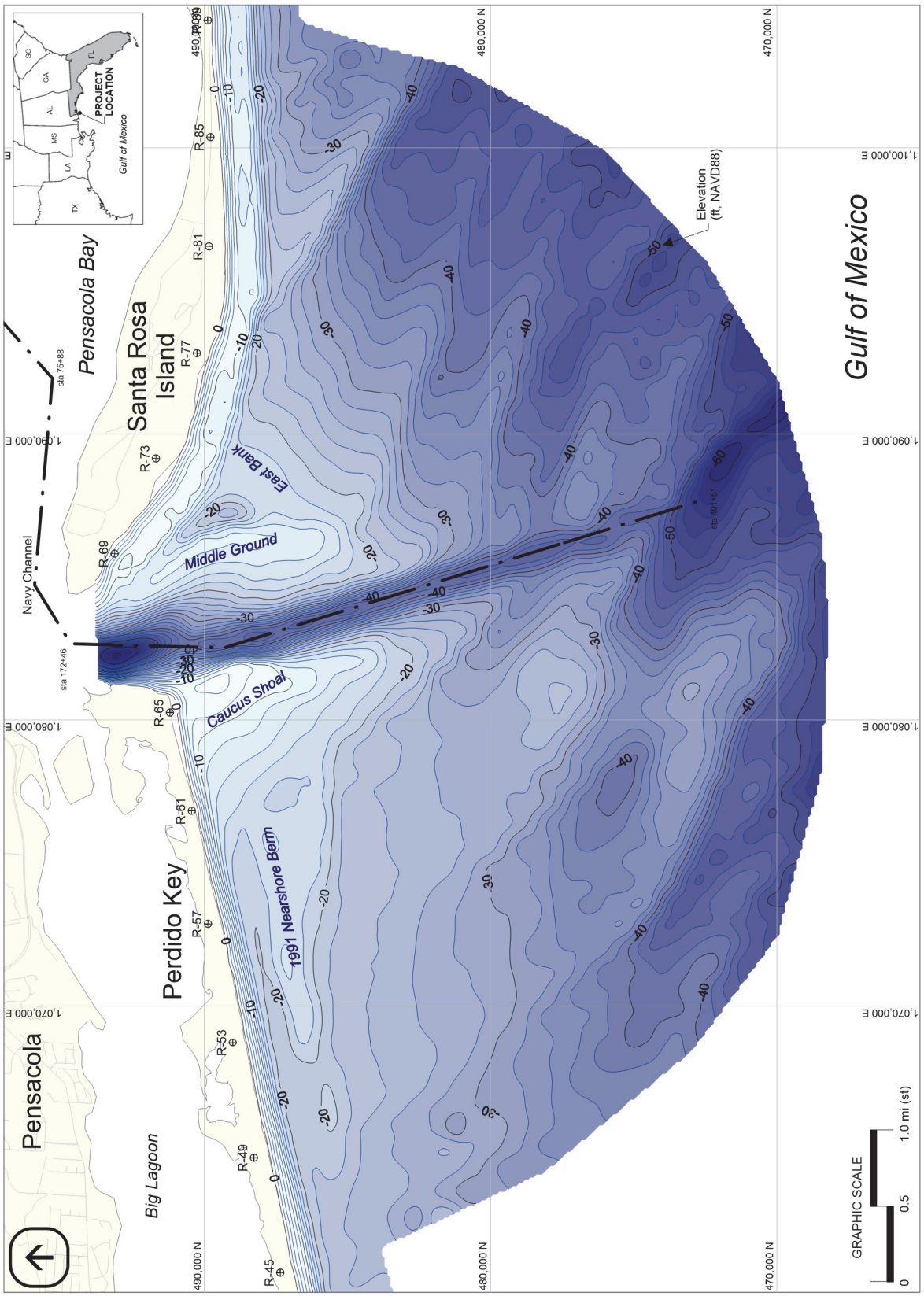


Figure 1 July 2005 survey condition of Pensacola Pass, FL, ebb shoal. Seabed elevations in ft, NAVD88. Survey conducted by Hydrographic Information Services, Inc.

Proposal Conditions

1) This Proposal provides for the collection of new hydrographic and beach profile survey and aerial photography data. No other new data shall be acquired in this effort (including but not limited to: geophysical, geotechnical, oceanographic, environmental, or cultural resources data). The analyses to be conducted as part of this Proposal shall rely on these new data and shall utilize available historical survey data, dredge records, and aerials.

Compensation

Exhibit D provides an initial schedule for the Proposal. Exhibit E to this Proposal provides the basis for compensation for the work described herein. Work shall be performed on a Lump Sum basis (billed via percent complete progress invoices).

Task 1: Hydrographic Survey, Beach Profile Survey, and Digital Aerial Orthoimagery

1.1 Hydrographic Survey of Shoal System - Consultant shall employ a qualified professional survey subconsultant to conduct an updated hydrographic survey of the ebb shoal, throat, and flood shoal areas of Pensacola Pass, from roughly the -40 ft NAVD88 contour in the Gulf of Mexico around the ebb shoal landward and into the inlet to the south shoreline of the mainland (Pensacola NAS), extending between 1.0 and 1.5 miles east of the tip of Santa Rosa Island. Survey line spacing shall vary with the localized degree-of-change of the bathymetry. Consultant shall provide engineering QA/QC and database management tasks regarding the data.

1.2 Beach Profiles - Consultant shall employ a qualified professional survey subconsultant to acquire updated beach profile topographic/hydrographic surveys at 101 pre-established beach profile transects -- FDEP R-monument R-001 eastward to R-102 in the Ft. Pickens Unit of the Gulf Islands National Seashore (FDEP R-001 to R-067 for Perdido Key and R-68 to R-101 for Santa Rosa Island). Surveys shall be collected in compliance with FDEP standards for data collection associated with monitoring projects (FDEP, 2014). Consultant shall provide engineering QA/QC and database management tasks regarding the data. Consultant shall coordinate with personnel from the Gulf Islands National Seashore for the data collection efforts (application for and receipt of a research permit is expected to be required).

1.3 Digital Aerial Orthoimagery - Consultant shall employ a qualified professional aerial photography subconsultant, updated digital aerial orthoimagery of the Pass ebb/flood shoal complex and the adjacent shorelines from the FL/AL State Line eastward to the eastern edge of Pensacola Beach. The Consultant shall provide subcontractor management and data review for QA/QC purposes.

Task 1 Deliverables – Survey subconsultant shall prepare electronic copies of the survey data in the prescribed datums for formatting and distribution by the Consultant to the County. Surveyor will likewise provide to Consultant for delivery to the County one electronically-signed and sealed copy of the survey products, in planview and/or beach profile section view format. Consultant shall provide QA/QC services and, through the surveying subconsultant, shall develop and submit those portions of the FDEP data submittal requirements that are the primary responsibility of the surveyor, including electronic copies of the field book pages from the survey, monument control, QA/QC, surveyor reports, etc.

Aerial photography subconsultant shall provide digital imagery in the prescribed resolution and format prescribed by FDEP, and shall provide copies of the corresponding FDEP-required documentation, including copies of the metadata, flight report, flight path, camera calibration report, etc., in electronic format.

Task 2: Engineering Analyses

2.1 Data assembly and analysis The Consultant shall assemble and analyze the data collected in Task 1 in combination with existing historical survey data. Prior sources of data include a 2005 hydrographic survey of the ebb shoal, various airborne LIDAR datasets (subject to data coverage), sets of beach profile surveys (topo/hydro) from 2008, 2013, and 2016 and other dates available from the FDEP database, and various beach profile survey sets of the upper beach profiles (typically to wading depth or shallower). Analyses are expected to:

- Describe recent changes in the overall characteristics and configuration of the Pass;
- evaluate/update volumetric changes in the ebb shoal, inlet throat, and flood shoal areas;
- evaluate/update Mean High Water (MHW) shoreline and beach volume changes along the adjacent beaches;
- update the dredging history of the Pass channel (shoaling and dredging locations, disposal quantities, locations, dates, etc.);
- catalog and account for beach disposal placements in the study area.

2.2 Littoral Processes Modeling - Consultant shall utilize the Delft suite of software SWAN and UNIBEST-CL+ to develop a detailed description of the nearshore wave climate and wave-driven alongshore littoral transport patterns along the Escambia County shoreline adjacent to Pensacola Pass. Wave statistics shall rely on existing data from the local NOAA wave buoy off Perdido Pass (#42012) and synthetic wave hindcast data from the USACE Wave Information Studies (WIS) database. The modeling results shall be compared to the historical shoreline and volume changes to assess the probable

relationship between the nearshore wave climate and historical shoreline changes near the Pass. The results of the analyses shall also be applied in the development of the updated inlet and adjacent shoreline sediment budget.

2.3 Sediment Budget Development - Consultant shall develop an updated sediment budget for Pensacola Pass, FL, utilizing the most recent survey data described above. Browder and Dean (1999) published a sediment budget that described the 1974-1984 period and the post-deepening period from 1991-1998. The current work shall seek to describe annualized conditions typifying the last 5-15 years. Development of the updated sediment budget will generally follow the Family of Solutions approach developed by Bodge (1999) and published in the Coastal Engineering Manual (USACE, 2003). The effort will seek to describe/update the alongshore limits of inlet influence and apparent sediment transport pathways under existing conditions. And the effort will seek to develop the approximate or apparent sand bypassing quantity (dredge disposal objectives) that should occur under typical current conditions toward optimally balancing the inlet shoaling & dredging requirements and the stability of the inlet-adjacent shorelines.

Task 2 Deliverables – The Consultant shall prepare and submit a report of findings describing the analyses, numerical modeling results, and sediment budget development. The report shall be provided to the County in electronic *.PDF format.

Task 3: Review of Alternatives and Development of a Draft Inlet Management Plan

3.1 Review of current practices and development of alternatives for improved sand management. The Consultant shall review the recent dredging and disposal activities at Pensacola in relation to the local beach and inlet littoral processes and the developed sediment budget. The Consultant shall develop alternatives for sand management, with the primary goals of improving sand bypassing and addressing erosion problems along the adjacent shorelines. The review shall describe the benefits and consequences of each alternative compared to a no action (or status quo) scenario from a technical and financial perspective and for compliance with Chapter 161, Florida Statutes. Such alternatives may evaluate the potential use of the Pass shoal system as a potential borrow source for sand for nourishment along the beaches.

3.2 Technical Advisory Committee (TAC) Working with the County, the Consultant shall develop a roster of the appropriate entities to participate in the review and decision-making process regarding sand management practices at the Pass. The approved roster shall constitute the project Technical Advisory Committee. Agencies expected (initially) to participate in the TAC include but are not necessarily limited to:

- Escambia County, FL
- City of Pensacola, FL
- U.S. Army Corps of Engineers – Mobile District
  - U.S. Army Corps of Engineers – Regional Sediment Management Program
- National Park Service
- FL Department of Environmental Protection (FDEP) – Beaches, Inlets and Ports Program
- U. S. Navy
- Santa Rosa Island Authority
- Florida Park Service

To establish and administer the TAC, the Consultant shall:

- establish Points of Contact (POCs) for each roster member;
  - seek input from the TAC members for possible additions to the TAC;
- develop and maintain an electronic contact list for the TAC;
- develop a proposed meeting schedule, based upon specific milestones to be established in cooperation with the County (and adapted through the TAC process);
- coordinate and conduct, with County assistance, up to five (5) TAC meetings; utilizing electronic communications where practical and appropriate (e.g. web-based meetings via Skype, Zoom, MS Teams, etc.). Allowance is included for Consultant to attend at least two (2) meetings in Pensacola (as travel restrictions allow). Consultant shall prepare and distribute agenda items in advance of meetings, and shall provide a meeting summary to the group following each meeting.

3.3 Draft Inlet Management Plan The Consultant shall synthesize the findings of Tasks 2.1-2.3 and 3.1, above, and the input of the Technical Advisory Committee (TAC) to develop a proposed or 'Draft' Inlet Management Plan for Pensacola Pass, FL. The Plan will identify implementation strategies for sand management at the Pass to maintain the navigation channel while minimizing the littoral impacts of the inlet on the adjacent shorelines and addressing beach nourishment needs in the region. Once approved by the TAC and County, the Consultant shall submit the draft plan to the Beaches, Inlets, and Ports Program of the Florida Department of Environmental Protection for potential Plan creation and adoption by the State. Consultant shall address review comments from the State (FDEP) in the final preparation of the report and draft Inlet Management Plan.

Task 3 Deliverables – The County shall receive copies of reports prepared, pertinent correspondence -- including materials presented at and notes compiled from TAC meetings -- and data collected as part of this Proposal. The Consultant shall prepare and submit, a brief technical report of the alternatives analyzed, and, with County concurrence, the draft Inlet Management Plan and supporting studies (Task 2 and 3.1) in electronic format (*.PDF). The Consultant shall participate in the review of the draft Plan and the formulation by the State FDEP of the final plan proposed for adoption.

References:

Bodge K.R. 1999, "*Inlet Impacts and Families of Solutions for Inlet Sediment Budgets,"* Proceedings of the 4th International Symposium on Coastal Engineering and Science of Coastal Sediment Processes – Long Island, NY, American Society of Civil Engineers, Reston, VA.

Browder, A.E., and Dean, R.G., 1999. "*Pensacola Pass, FL, Inlet Management Study*," Report submitted to Florida Department of Environmental Protection, University of Florida Civil and Coastal Engineering Department Report UFL/COEL-99-002, Gainesville, FL.

FDEP 2014, "*Monitoring Standards for Beach Erosion Control Projects,*" Florida Department of Environmental Protection, Division of Water Resource Management, Beaches, Inlet, and Ports Program. Tallahassee, FL.

U.S. Army Corps of Engineers (USACE), 2003. "*Coastal Engineering Manual,*" U.S. Army Corps of Engineers Engineer Manual 1110-2-1100, U.S. Army Corps of Engineers, Washington, D.C. (in 6 volumes).

Table D-1 Time Period

Escambia County, FL PD 19-20.008 RLI Pensacola Pass IMP **4/24/2020**

Pensacola Pass IMP Study

INITIAL ESTIMATE OF SCHEDULE

TASK	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22
Task 1.0 Field Data Collection																								
1.1 Beach Profiles	■	■	■	■																				
1.2 Shoal hydrographic survey	■	■	■	■																				
1.3 Digital Aerial Orthoimagery	■	■	■	■	■																			
Task 2.0 Engineering Analyses																								
2.1 Data Assembly and Analysis	■	■	■	■	■	■	■																	
2.2 Littoral Processes Modeling				■	■	■	■	■	■															
2.3 Sediment Budget Development							■	■	■	■	■	■	■											
Task 3.0 Alternatives / Draft Plan																								
3.1 Review of Practices / Dev. Alts			■	■	■	■	■	■	■	■	■	■	■	■	■	■	■							
3.2 TAC Meetings (tentative)		◆				◆					◆				◆					◆				
3.3 Develop Draft Plan / FDEP review																■	■	■	■	■	■	■	■	

INITIAL SCHEDULE - SUBJECT TO CHANGE

Table E-1 Fee Schedule:

Escambia County, FL PD 19-20.008 RLI Pensacola Pass IMP — **24-Apr-20**

Pensacola Pass IMP Study — **$ 403,800.00**

ESTIMATE OF LABOR & SUBCONTRACT COSTS FOR LUMP SUM FEES

Task 1 — **DATA COLLECTION** — Subtotal **$ 121,400.00**

LABOR CATEGORY	ADMIN / PERMITS	QA/QC	PREP/ SUBMITTAL					TOTAL HOURS	RATE	EST. COST
				DIRECT LABOR						
Principal	8	4	4					16	$ 212	$ 3,392.00
Senior Engineer		4						4	$ 156	$ 624.00
Coastal Engineer III	8	4	16					28	$ 112	$ 3,136.00
Coastal Engineer II								0	$ 100	$ -
Coastal Engineer I	4							4	$ 95	$ 380.00
Draftsman/Designer (CADD)								0	$ 82	$ -
Administrative Assistant	4							4	$ 86	$ 344.00
SUBTOTAL DIRECT LABOR										$ 7,876.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
ARC - profiles	$ 55,085.00
ARC - shoal survey	$ 45,475.00
Kucera - aerials	$ 13,000.00
	$ -
	$ -
	$ -
	$ -
subtotal	$ 113,560.00

Task 2 — **ENGINEERING ANALYSES & MODELING** — Subtotal **$ 171,900.00**

LABOR CATEGORY	ADMIN	QA/QC	DATA ANALYSES	TRANSPORT MODELING	SEDIMENT BUDGET	REPORT PREP		TOTAL HOURS	RATE	EST. COST
					DIRECT LABOR					
Principal	8	24	40	40	80	120		312	$ 212	$ 66,144.00
Senior Engineer			8	16				24	$ 156	$ 3,744.00
Coastal Engineer III	8	8	80	80	120	200		496	$ 112	$ 55,552.00
Coastal Engineer II								0	$ 100	$ -
Coastal Engineer I			120	160	40	120		440	$ 95	$ 41,800.00
Draftsman/Designer (CADD)			24			16		40	$ 82	$ 3,280.00
Administrative Assistant	8					8		16	$ 86	$ 1,376.00
SUBTOTAL DIRECT LABOR										$ 171,896.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
subtotal	$ -

Task 3 — **DEVELOPMENT OF ALTERNATIVES & DRAFT PLAN** — Subtotal **$ 110,500.00**

LABOR CATEGORY	ADMIN	QA/QC	ALT. ANALYSES	TAC MGMT	TAC TRAVEL	PLAN DVLPMNT		TOTAL HOURS	RATE	EST. COST
					DIRECT LABOR					
Principal	8	16	80	96	24	120		344	$ 212	$ 72,928.00
Senior Engineer								0	$ 156	$ -
Coastal Engineer III			80	48	24	80		232	$ 112	$ 25,984.00
Coastal Engineer II								0	$ 100	$ -
Coastal Engineer I			40	40				80	$ 95	$ 7,600.00
Draftsman/Designer (CADD)			16			8		24	$ 82	$ 1,968.00
Administrative Assistant	4			16		4		24	$ 86	$ 2,064.00
SUBTOTAL DIRECT LABOR										$ 110,544.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
subtotal	$ -

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17893 **County Administrator's Report 11. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Award a Purchase Order for One Emergency Management Truck or Approved Equivalent for Public Safety
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award of a Purchase Order for One Emergency Management Truck or Approved Equivalent for Public Safety - John Dosh, Department Director, Public Safety, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize the use of the Florida Sheriff's Association Cooperative Purchasing Agreement FSA 19-VEL27.0 for this purchase; and;

B. Award and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for one Emergency Management Vehicle to Bozard Ford Co., in the amount of $49,996, for a Ford F-250 Crew Cab 4x4 truck per the terms and conditions of PD 19-20.057, One Emergency Management Truck or Approved Equivalent for Public Safety.

Vendor	Funding	Amount	Solicitation Number
Bozard Ford Co.	Fund 353, LOST IV; Cost Center 330434, Public Safety Cap Project; Object Code 56401, Machinery & Equipment; Project # 20PS1129	$49,996	PD 19-20.057

Specification PD 19-20.057, One Emergency Management Vehicle or Approved Equipment for Public Safety was posted to Vendor Registry on April 9, 2020, and was sent to 45 registrants representing 30 firms. The solicitation was viewed by nine firms and downloaded by six firms.

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

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

BACKGROUND:

Specification PD 19-20.057, One Emergency Management Vehicle or Approved Equipment for Public Safety, was posted to Vendor Registry on April 9, 2020, and was sent to 45 registrants representing 30 firms. The solicitation was viewed by 9 firms and downloaded by 6 firms.

On April 24, 2020, one firm responded to the solicitation, Bozard Ford Co, which is the supplier for our region under the Florida Sheriff's Association Contract FSA 19-VEL27.0, bidding a price of $49,996.

BUDGETARY IMPACT:

Vendor	Funding	Amount	Solicitation Number
Bozard Ford Co	Fund 353, LOST IV; Cost Center 330434, Public Safety Cap Project; Object Code 56401, Machinery & Equipment; Project # 20PS1129	$49,996	PD 19-20.057

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 Addendum
Bid Distribution List
Bid Analytics
Bid Tab Under Review

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BID

EMERGENCY MANAGEMENT TRUCK
OR APPROVED EQUIVALENT
SPECIFICATION NUMBER PD 19-20.057

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, April 24, 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:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any Vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a Vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does

not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to Vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A Vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any Vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or

firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
EMERGENCY MANAGEMENT TRUCK
OR APPROVED EQUIVALENT
SPECIFICATION PD 19-20.057

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt.

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

EMERGENCY MANAGEMENT TRUCK
OR APPROVED EQUIVALENT
PD 19-20.057

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	1
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	3
Drug-Free Workplace Form **	5
Information Sheet for Transactions and Conveyances Corporate Identification **	6
List of General Terms and Conditions (Incorporated by Reference)	8
Special Terms and Conditions	10

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM	**ESCAMBIA COUNTY, FLORIDA**
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	**Invitation to Bid** **Emergency Management Truck or Approved Equivalent** **Solicitation Number PD 19-20.057**

Solicitation

MAILING DATE: 04/09/2020
PRE-SOLICITATION CONFERENCE: A Pre-Solicitation Conference will **NOT** be held.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, April 24, 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:
_____

Delivery Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

Terms of Payment
Please see Special Terms and Conditions Section 9

Reason for No Offer
_____

_____
(Name and Title of Person Authorized to Sign Offer)

*** _____**
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Year, Make, Model, and Model # of Vehicle being Bid: _____
(e.g. 2020 Dodge Ram 2500 Tradesman Crew Cab LWB 4X4 [Model DJ7L92**])**

Bid for One (1) Unit $_____

Was Contract Pricing used to achieve this price? Yes_____ No_____ If yes, Bidder shall list contract organization and contract number _____

Projected delivery date (in calendar days) of vehicle upon receipt of a Purchase Order: _____

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number _____ Occupational License # _____	**Person to Contact Concerning This Bid:** Name: _____ Phone: _____ E-Mail: _____ **Person to Contact for Emergency Service:** Name: _____ Phone: _____ E-Mail: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.057, "Emergency Management Truck or Approved Equivalent", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the Bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.
Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for

or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Vehicle Requirements

This solicitation is for the purchase of one truck. The make and model used for purposes of a benchmark is a new/unused 2019 or 2020 Dodge Ram 2500 Tradesman Crew Cab LWB 4X4 (Model DJ7L92). The bid of equivalent or better non-Ram equipment is encouraged. Please see Section 12 below for more details regarding the bid of non-Ram equipment.

The base equipment shall include all standard features for the model listed above as well as the following equipment:

The amount budgeted for this solicitation is $50,000.00

Dodge Item Number	Item Description
Standard	Air Conditioning
Standard	Power Steering
Standard	Power Door Locks and Windows (typically standard through a cooperative purchasing agreement)
TBE	Full-Size Spare Tire
	Exterior Color: White
	Interior Color: Darkest Cloth Available
ETL/DG7	Engine: 6.7L I6 Cummins Turbo Diesel. Includes:
Included in ETL/DG7	Automatic Transmission
	Selective Catalytic Reductions (Urea), Dual 730-Amp Maintenance-Free Batteries
	Cummins Turbo Diesel Badge
	Heavy-Duty Cooling
	Supplemental Heater
	Ram Active Air
	Tow Hooks
	Diesel Exhaust Brake
	Front Bumper Sight Shields
	Cap-less Fuel Fill w/o Discriminator (if available – **no aftermarket fuel caps**)

AF CLIV SB 8K	Class V receiver hitch (factory- or dealer-installed)
Dealer Install	7-Wire RV-style plug with 4-wire flat combination plug
STEP3-CREW	Cab Step – 3" black tubular for crew cab truck or equivalent
DTF 4 TRK	Deep Tint Film – factory-installed tint on all four doors and back glass for extended/crew cab trucks
WSTP	Front Window Strip
SIBL	Spray-In Bed Liner (LINEX, Rhino, or approved equivalent)
WTN/TCP	Wheels: 18" x 8" Steel Tires: LT275/70R18E OWL on/off-road
XHC	Trailer Brake Control
BAJ	220-Amp Alternator
DK3	Electric Shift-on-the-Fly Transfer Case
GPG	Power Adjust & Heated Black Tow Mirrors including mirror running lights, exterior mirrors with supplemental signals, exterior mirror courtesy lamps, trailer tow mirrors
LNC	Clearance Lamps
UAM	Radio: Uconnect 4 with 8.4" Display or equivalent – Must include Bluetooth, Back-up Camera, and Navigation. Shall not include Apple CarPlay or Android CarPlay.
WGG MNT	Wrap Around Grille Guard with Winch Mount Plate
VR EVO 10	Warn VR EVO Self-Recovery 10,000LB rated winch with remote, open fairlead, and wire rope

Non-Factory Options:

C-AS-840-11	HAVIS 8" Angled Series Console for Light Trucks & SUVs
C-B71	HAVIS 3-Piece Mounting Bracket for Ram Pickup Trucks
WPLB-LED 2 TIER	Whelen Premium All LED Dual Lightbar, (Model F8FSA1) Fully loaded, 100% Solid State Electronics, manufactured in America, includes a Two Wire Controlled Traffic Advisor, (2) LED Flashing/Takedown Lights, (2) LED Flashing/Alley Lights, Mounting Kit, ****295SLSA6 Combination Light/Siren Controller****, SA315P Siren Speaker and Mounting Bracket
********	**Substitute above item 295SLSA6 for HHS4200**
WEC-VTX609R	**QTY. 2 ea**. Whelen Vertex Super-LED Light (**Red**)
WEC-VTX609	**QTY. 2 ea**. Whelen Vertex Super-LED Light (**Clear**/White)
WEC-VTXFB	**QTY. 4 ea.** Whelen VTX – Black Flange for the Vertex Super-LED Light
UHF2150A	Whelen Universal Headlight Flasher – Headlight/Grille Light Flasher with 4 Flash Patterns for Positive or Negative Headlight Switching
IONSV3*R	**QTY. 4 ea.** Whelen ION V-Series flush mount with combination 180° Warning, Take Down and Puddle Light – Red. Black Housing
Fuel Tank	Upgrade to 50-gallon tank if available

3. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com or through Vendor Registry. The last day for questions will be April 17, 2020 at 5:00 p.m. CDT.

4. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted by

either (choose one):

- A sealed envelope, with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted.

- Uploading a PDF of the signed Bid Form with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. 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. Bid Opening

**** Due to the current pandemic, all Escambia County offices are closed to the public. **** This Bid Opening will be held via Microsoft Teams, which is a free service and provides both video and audio-only capabilities. Please download the Microsoft Teams software to your device (PC, laptop, tablet, or smart phone) well in advance of the meeting so you are familiar with how to operate the program before the meeting. Video capabilities or a microphone are not required to listen to the meeting or submit questions via Microsoft Teams' chat feature.

- To Download Microsoft Teams: Click Here

- Microsoft Teams Tutorials: Click Here

In an effort to efficiently serve all meeting attendees, no meeting time will be dedicated to assisting vendors attempting to log into the meeting.

7. 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.

8. 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.

9. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

10. 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.

11. Brand/Manufacturer Referenced

Reference vehicle 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.

12. Equivalents

Please note the clause "manufacturer's 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.

13. Equipment/Service

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded Vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded Vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful Offeror. At the time of solicitation opening, the Offeror shall

be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The Offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

14. 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.

15. 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** – please see Section 8 above.

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.

16. Evaluation of Options

The County shall evaluate offers for award purposes by adding the total price. However, the evaluation of options will not obligate the County to exercise the option(s).

17. 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.

18. Award

Award shall be made on an "all-or-none total" basis.

19. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

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
   Email: Purchasing@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 13, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 19-20.057 Emergency Management Truck

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 provides for the following clarifications to the Base Bid Equipment:

- Please include a limited slip or locking differential from the factory for the vehicle being bid.
- Please include standard skid plates available from the factory for the vehicle being bid.
- Please include the largest standard gas tank available from the factory for the vehicle being bid.

- Please remove the request for any additional gas tanks over and above the largest standard tank available from the factory for the vehicle being bid.

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,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Bid Distribution List
45 Registrants Representing 30 Firms

PD 19-20.054
Re-Solicit Emergency Management Vehicle

DateAdded	CompanyName	EmailAddress	Subject	EventType
4/9/2020 15:33	a&e land clearing inc	aelanclearing@aol.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Alan Jay Fleet Sales	gm.fleet@alanjay.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Alan Jay Fleet Sales	scott.wilson@alanjay.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Alas Leasing	info@alasleasing.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Automotive Concepts and Heavy Equipmet llc	gilmorejames47@gmail.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:34	Beck Automotive inc	brandysloan@checkbeck.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:34	Beck Automotive inc	paulf@beckfleet.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Bozard Ford & Lincoln	jeaston@bozard.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Bozard Ford & Lincoln	windrow11@gmail.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Capital Volvo Truck and Trailer	billmaxwell@capitalvolvo.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Capital Volvo Truck and Trailer	cap95@aol.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Custom Truck and Body Works Inc	cody@customtruckandbodyworks.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Duval Fleet	mike.dungey@duvalfleet.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Duval Ford	janet.connors@duvalford.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Duval Ford	laura.torbett@duvalfleet.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Duval Ford	richard.tackett@duvalford.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	First Priority Emergency Vehicles	evogl@firstpriorityglobal.net	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	First Priority Emergency Vehicles	onlinebids@firstpriorityglobal.net	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Hydroforce Trucks	dane@hydroforcetrucks.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Ingram Equipment	stevec@ingramequipment.net	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Landers McLarty DCJR	hsteedley@landersmclartydcj.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	McGee Commercial Tire & Services	pbrown1@mcgeetire.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	McGee Commercial Tire & Services	tthompso@mcgeetire.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	MULLINAX FORD OF OSCEOLA COUNTY	smizrahi@mullinaxford.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Palmetto Ford Truck Sales Inc.	crodgers@palmettotruck.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Park Built Body Company	sales@parkbuiltbodyco.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Pat's Pump & Blower	PatrickJ@Patspump.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	PETE MOORE CHEVROLET	benmyers@petemoore.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	PETE MOORE CHEVROLET	jwilliams@petemoore.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	PETE MOORE CHEVROLET	kstrickland@petemoore.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	PETE MOORE CHEVROLET	lcutter@petemoore.com	Escambia County - PD 19-20.057 Re	deliver

Bid Distribution List
45 Registrants Representing 30 Firms

PD 19-20.054
Re-Solicit Emergency Management Vehicle

DateAdded	CompanyName	EmailAddress	Subject	EventType
4/9/2020 15:33	PRESTIGE FORD	ejore@aol.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Rosenbauer America	msmith@rosenbaueramerica.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	S&N Auto Locators Inc.	snautolocators@comcast.net	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Sunbelt Fire	kloper@sunbeltfire.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	SUTHERLIN NISSAN MALL OF GA	cwarner@sutherlinnissan.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	Truck Equipment Sales	larry@truckequipmentsales.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	We Get 4U LLC	support@weget4u.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	WORLD FORD	bwells@worldford.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	WORLD FORD	ksalter@worldford.com	Escambia County - PD 19-20.057 Re	deliver
4/9/2020 15:33	World Ford Of Pensacola Fl	jjohnson@worldford.com	Escambia County - PD 19-20.057 Re	deliver

Bid Analytics PD 19-20.057

Viewed by 9 Firms Downloaded by 6 One Emergency Management Truck or Approved Equivalent for Public Safety

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
4/15/2020 9:34	ACME AUTO LEASING	Rosa	Hill	rhill@acmeautoleasing.com	Viewed	None
4/15/2020 9:34	ACME AUTO LEASING	Rosa	Hill	rhill@acmeautoleasing.com	Downloaded	None
4/14/2020 13:55	Beck Automotive inc	Brandy	Sloan	brandysloan@checkbeck.com	Viewed	None
4/14/2020 13:53	Beck Automotive inc	Brandy	Sloan	brandysloan@checkbeck.com	Downloaded	None
4/16/2020 20:44	Bozard Ford & Lincolr	Jeff	Easton	jeaston@bozard.com	Viewed	None
4/16/2020 20:44	Bozard Ford & Lincolr	Jeff	Easton	jeaston@bozard.com	Downloaded	None
5/7/2020 9:12	Dodge Data & Analyti	Swamy	Kalyan	s.kalyanaraman@construction.com	Viewed	VOSB (Veteran Owned
4/15/2020 16:03	fl research inc.	Rick	Cole	info@flresearch.com	Viewed	None
4/15/2020 16:03	fl research inc.	Rick	Cole	info@flresearch.com	Downloaded	None
4/16/2020 9:59	H&H	Ben	Emery	pensacola@hhsales.com	Viewed	None
4/10/2020 4:08	North America Procur	Eric	Johnson	sourcemanagement@napc.me	Viewed	None
4/14/2020 3:36	Online Data Services	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owned
4/14/2020 3:36	Online Data Services	Frank	Cobia	bids@f2technology.com	Downloaded	Minority Owned
4/9/2020 15:50	Park Built Body Comp	Peyton	Downing	sales@parkbuiltbodyco.com	Viewed	None
4/9/2020 15:50	Park Built Body Comp	Peyton	Downing	sales@parkbuiltbodyco.com	Downloaded	None

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 19-20.057 **Solicitation Name:** Re-Solicit Emergency Management Truck								
Bid Opening Time: 2:00 PM **Bid Opening Date:** 4/24/2020 **Bid Opening Location:** Office of Purchasing **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Base Bid Total
Bozard Ford Co.		Y	NA	N	N	N	Y	N	$49,996.00
Bids Opened By:	Jeff Lovingood, Purchasing Coordinator			**Date:**	4/24/2020	**Status:**			
Bids Tabulated By:	Jeff Lovingood, Purchasing Coordinator			**Date:**	4/24/2020	UNDER REVIEW			
Bids Witnessed By:	Sherri Bonner			**Date:**	4/24/2020	**CAR Date:**	5/11/2020	**BCC Date:**	5/21/2020

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:

Posted: **Form Completed By:** **JDL/sb**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17894 **County Administrator's Report 11. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Award a Purchase Order for Two Chevrolet Colorado Extended Cab 4WD 4WT Trucks (Model 12M53) or Approved Equivalent for Public Safety
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award of a Purchase Order for Two Chevrolet Colorado Extended Cab 4WD 4WT Trucks (Model 12M53) or Approved Equivalent for Public Safety - John Dosh Department Director, Public Safety, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for Two Chevrolet Colorado Extended Cab 4WD 4WT Trucks (Model 12M53), to Pete Moore Chevrolet, Inc., in the amount of $53,000 ($26,500 per vehicle), per the terms and conditions of PD 19-20.058, Two Chevrolet Colorado Extended Cab 4WD 4WT Trucks (Model 12M53) or Approved Equivalent for Public Safety.

Vendor	Funding	Amount	Solicitation Number
Pete Moore Chevrolet, Inc.	Fund 153, EMS; Cost Center 330435, Public Safety Cap Project; Object Code 56401, Machinery & Equipment	$53,000	PD 19-20.058

Specification PD 19-20.058, Two Chevrolet Colorado Extended Cab 4WD 4WT Trucks (Model 12M53) or Approved Equivalent for Public Safety, was posted to Vendor Registry on April 13, 2020, and was issued to 41 registrants representing 25 firms. The solicitation was viewed by 13 firms and downloaded by nine.

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

- Bid Response from Pete Moore Chevrolet, Inc.
- Recommendation to Award Determination Checklist

BACKGROUND:

Specification PD 19-20.058, Two Chevrolet Colorado Extended Cab 4WD 4WT Trucks (Model 12M53) or Approved Equivalent for Public Safety, was posted to Vendor Registry on April 13, 2020, and was issued to 41 registrants representing 25 firms. The solicitation was viewed by thirteen firms and downloaded by nine.

On April 28, 2020, one firm responded to the solicitation, Pete Moore Chevrolet, a local dealership, with a responsive bid of $53,000 total ($26,500 per vehicle).

BUDGETARY IMPACT:

Vendor	Funding	Amount	Solicitation Number
Pete Moore Chevrolet, Inc.	Fund 153, EMS; Cost Center 330435, Public Safety Cap Project; Object Code 56401, Machinery & Equipment	$53,000	PD 19-20.058

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 Distribution List
Bid Analytics

Bid Tab Under Review

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BID

TWO (2) CHEVROLET COLORADO EXTENDED CAB 4WD 4WT TRUCKS
(MODEL 12M53) OR APPROVED EQUIVALENT
SPECIFICATION NUMBER PD 19-20.058

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, April 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:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any Vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a Vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does

not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to Vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A Vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any Vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or

firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
EMERGENCY MANAGEMENT TRUCK
OR APPROVED EQUIVALENT
SPECIFICATION PD 19-20.058

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt.

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

EMERGENCY MANAGEMENT TRUCK
OR APPROVED EQUIVALENT
PD 19-20.058

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM	**ESCAMBIA COUNTY, FLORIDA**
Submit Offers to: **Jeffrey Lovingood** **Purchasing Coordinator** Office of Purchasing, 2nd Floor 213 Palafox Place, Pensacola, FL 32502 Phone: 850-595-4953	**Invitation to Bid** **Two (2) Chevrolet Colorado Extended Cab 4WD 4WT Trucks (Model 12M53) or Approved Equivalent** **Solicitation Number PD 19-20.058**

Solicitation

MAILING DATE: 04/13/2020
PRE-SOLICITATION CONFERENCE: A Pre-Solicitation Conference will **NOT** be held.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, April 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:
_____

Delivery Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

Terms of Payment
Please see Special Terms and Conditions Section 8

Reason for No Offer
_____

_____
(Name and Title of Person Authorized to Sign Offer)

*** _____**
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Year, Make, Model, and
Model # of Vehicle being Bid: _____
(e.g. 2020 Dodge Ram 2500 Tradesman Crew Cab LWB 4X4 [Model DJ7L92**])**

Bid for One (1) Unit $_____

Bid Total for Two (2) Units
$_____

Was Contract Pricing used to achieve this price? Yes_____ No_____ If yes, Bidder shall list contract organization and contract number _____

Projected delivery date (in calendar days) of vehicle upon receipt of a Purchase Order: _____

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number _____ Occupational License # _____	**Person to Contact Concerning This Bid:** Name: _____ Phone: _____ E-Mail: _____ **Person to Contact for Emergency Service:** Name: _____ Phone: _____ E-Mail: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.058, "Two (2) Chevrolet Colorado Extended Cab 4WD 4WT Trucks (Model 12M53) or Approved Equivalent", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the Bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Vehicle Requirements

This solicitation is for the purchase of Two (2) trucks. The make and model used for purposes of a benchmark is a new/unused 2020 Chevy Colorado Extended Cab 4WD 4WT (Model 12M53). The bid of equivalent or better non-Chevy equipment is encouraged. Please see Section 12 below for more details regarding the bid of non-Chevy equipment.

The Total Amount Budgeted for this Solicitation is: $48,500.00

The base equipment shall include all standard features for the model listed above as well as the following equipment:

Dodge Item Number	Item Description
Standard	Air Conditioning
Standard	Power Steering
Standard	Power Door Locks and Windows (typically standard through a cooperative purchasing agreement)
If Available	Full-Size Spare Tire
Standard	Exterior Color: White
Standard	Interior Color: Darkest Cloth Available
Standard	Engine: 3.5L Direct Injection V6 with 284 HP & 259 lb-ft torque (or equivalent)
Standard	Automatic Transmission

3. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com or through Vendor Registry. The last day for questions will be April 21, 2020 at 5:00 p.m. CDT.

4. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted by either (choose one):

- A sealed envelope, with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted.

- Uploading a PDF of the signed Bid Form with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. 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. Bid Opening

**** Due to the current pandemic, all Escambia County offices are closed to the public. **** This Bid Opening will be held via Microsoft Teams, which is a free service and provides both video and audio-only capabilities. Please download the Microsoft Teams software to your device (PC, laptop, tablet, or smart phone) well in advance of the meeting so you are familiar with how to operate the program before the meeting. Video capabilities or a microphone are not required to listen to the meeting or submit questions via Microsoft Teams' chat feature.

- To Download Microsoft Teams: Click Here

- Microsoft Teams Tutorials: Click Here

In an effort to efficiently serve all meeting attendees, no meeting time will be dedicated to assisting vendors attempting to log into the meeting.

7. Evaluation of Options

The County shall evaluate offers for award purposes by adding the total prince, however, the evaluation of options will not obligate the County to exercise the option(s).

8. 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.

9. 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 may result in the lowest bidder NOT being selected. Once a firm's bid is awarded by the Board, 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.

10. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

11. Information and Descriptive Literature

Offerors shall furnish all information requested and in the space provided on the Bid form, if any. Furthermore, each Offeror 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.

12. Brand/Manufacturer Referenced

Reference vehicle 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.

13. Equivalents

Please note the clause "manufacturer's 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.

14. Equipment/Service

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded Vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded Vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful Offeror. At the time of solicitation opening, the Offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The Offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

15. 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.

16. 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** – please see Section 8 above.

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.

17. Evaluation of Options

The County shall evaluate offers for award purposes by adding the total price. However, the evaluation of options will not obligate the County to exercise the option(s).

18. 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.

19. Award

Award shall be made on an "all-or-none total" basis.

20. 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.)

21. 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
   Email: Purchasing@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Bid Distribution List PD 19-20.058 Two (2) Chevrolet Colorado Extended Cab 4WD 4WT Trucks (Model 12M53) or Approved Equivalent

41 Registrants Representing 25 Firms

DateAdded	CompanyName	EmailAddress	Subject	EventType
4/13/2020 14:41	a&e land clearing inc	aelanclearing@aol.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Alan Jay Fleet Sales	gm.fleet@alanjay.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	ALAN JAY FLEET SALES	scott.wilson@alanjay.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Alas Leasing	info@alasleasing.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Automotive Concepts and Heavy Equipmet llc	gilmorejames47@gmail.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:42	Beck Automotive inc	brandysloan@checkbeck.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:42	Beck Automotive inc	paulf@beckfleet.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Bozard Ford & Lincoln	jeaston@bozard.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Bozard Ford & Lincoln	windrow11@gmail.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Capital Volvo Truck and Trailer	billmaxwell@capitalvolvo.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Capital Volvo Truck and Trailer	cap95@aol.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	DeLand Nissan	howardwilliams@cfl.rr.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	DeLand Nissan	hpwardwilliams@cfl.rr.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	DeLand Nissan	kdye@delandnissan.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Duval Fleet	mike.dungey@duvalfleet.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Duval Ford	janet.connors@duvalford.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Duval Ford	laura.torbett@duvalfleet.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Duval Ford	richard.tackett@duvalford.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Hydroforce Trucks	dane@hydroforcetrucks.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Ingram Equipment	stevec@ingramequipment.net	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	L. Pugh & Associates Inc	jlarson@lpugh.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Landers McLarty DCJR	hsteedley@landersmclartydcj.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	McGee Commercial Tire & Services	pbrown1@mcgeetire.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	McGee Commercial Tire & Services	tthompso@mcgeetire.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	MULLINAX FORD OF OSCEOLA COUNTY	smizrahi@mullinaxford.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Palmetto Ford Truck Sales Inc.	crodgers@palmettotruck.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Park Built Body Company	sales@parkbuiltbodyco.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Pat's Pump & Blower	PatrickJ@Patspump.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Pat's Pump & Blower	patspump@aol.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	PETE MOORE CHEVROLET	benmyers@petemoore.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	PETE MOORE CHEVROLET	jwilliams@petemoore.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:42	PETE MOORE CHEVROLET	kstrickland@petemoore.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:42	PETE MOORE CHEVROLET	lcutter@petemoore.com	PD 19-20.058 Two (2) Chevrolet Co	deliver

Bid Distribution List PD 19-20.058 Two (2) Chevrolet Colorado Extended Cab 4WD 4WT Trucks (Model 12M53) or Approved Equivalent

41 Registrants Representing 25 Firms

DateAdded	CompanyName	EmailAddress	Subject	EventType
4/13/2020 14:41	PRESTIGE FORD	ejore@aol.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	S&N Auto Locators Inc.	snautolocators@comcast.net	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	SUTHERLIN NISSAN MALL OF GA	cwarner@sutherlinnissan.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	WORLD FORD	bwells@worldford.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	WORLD FORD	ksalter@worldford.com	PD 19-20.058 Two (2) Chevrolet Co	deliver
4/13/2020 14:41	World Ford Of Pensacola Fl	jjohnson@worldford.com	PD 19-20.058 Two (2) Chevrolet Co	deliver

Bid Analytics

Two Chevrolet Colorado Extended Cab 4WD 4WT Trucks (Model 12M53) or Approved Equivalent for Public Safety

Viewed by 13 firms and Downloaded by 9

PD 19-20.058

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
4/15/2020 9:33	ACME AUTO LEASING LLC	Rosa	Hill	rhill@acmeautoleasing.com	Viewed	None
4/15/2020 9:33	ACME AUTO LEASING LLC	Rosa	Hill	rhill@acmeautoleasing.com	Downloaded	None
4/14/2020 13:57	Beck Automotive inc	Brandy	Sloan	brandysloan@checkbeck.com	Viewed	None
4/14/2020 13:57	Beck Automotive inc	Brandy	Sloan	brandysloan@checkbeck.com	Downloaded	None
4/13/2020 16:02	Bozard Ford & Lincoln	Jeff	Easton	jeaston@bozard.com	Viewed	None
4/13/2020 16:02	Bozard Ford & Lincoln	Jeff	Easton	jeaston@bozard.com	Downloaded	None
5/4/2020 5:15	Deltek	Source	Management	sourcemanagement@deltek.com	Viewed	None
5/7/2020 9:11	Dodge Data & Analytics	Swamy	Kalyan	s.kalyanaraman@construction.com	Viewed	VOSB (Veteran Ow
4/14/2020 16:02	Dodge Data & Analytics	Swamy	Kalyan	s.kalyanaraman@construction.com	Downloaded	VOSB (Veteran Ow
4/15/2020 16:00	fl research inc.	Rick	Cole	info@flresearch.com	Viewed	None
4/15/2020 16:00	fl research inc.	Rick	Cole	info@flresearch.com	Downloaded	None
4/15/2020 9:41	General Motors	Ben	Rotz	ben.rotz@gm.com	Viewed	None
4/16/2020 9:58	H&H	Ben	Emery	pensacola@hhsales.com	Viewed	None
4/14/2020 20:32	North America Procurement Council Inc. PBC	Eric	Johnson	sourcemanagement@napc.me	Viewed	None
4/14/2020 20:35	North America Procurement Council Inc. PBC	Eric	Johnson	sourcemanagement@napc.me	Downloaded	None
4/14/2020 3:32	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owned
4/14/2020 3:32	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Downloaded	Minority Owned
4/13/2020 15:41	PETE MOORE CHEVROLET	Ben	Myers	benmyers@petemoore.com	Viewed	None
4/13/2020 15:41	PETE MOORE CHEVROLET	Ben	Myers	benmyers@petemoore.com	Downloaded	None
4/15/2020 14:50	Stingray Chevrolet LLC	Christine	Cunningham	ccunningham@stingraychevrolet.com	Viewed	None
4/29/2020 16:16	World Ford Of Pensacola Fl	Jeff	Johnson	jjohnson@worldford.com	Viewed	None
4/29/2020 16:17	World Ford Of Pensacola Fl	Jeff	Johnson	jjohnson@worldford.com	Downloaded	None

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 19-20.058 **Solicitation Name:** Two Chevrolet Colorado Extended Cab 4WD 4WT Trucks (Model 12M53) or Approved Equivalent for Public Safety								
Bid Opening Time: 2:00 PM CDT **Bid Opening Date:** 4/28/2020 **Bid Opening Location:** Office of Purchasing **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Total Base Bid
Pete Moore Chevrolet, Inc.		Y	N/A	Y	Y	Y	N/A	Y	$53,000.00
Bids Opened By:	Jeff Lovingood, Purchasing Coordinator			**Date:**	4/28/2020	**Status:**			
Bids Tabulated By:	Jeff Lovingood, Purchasing Coordinator			**Date:**	4/28/2020	UNDER REVIEW			
Bids Witnessed By:	Sherri Bonner			**Date:**	4/28/2020	**CAR Date:**		**BCC Date:**	

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:

Posted: **Form Completed By:** **JDL**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17763 **County Administrator's Report 11. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: PD 19-20.009 State and Federal Tax Credits Incentives Broker/Consulting
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning State and Federal Tax Credit Incentives Broker/Consulting - Clara Long, Neighborhood and Human Services Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve the sale of the following State and Federal Tax Credits;

Certificate #	Project Site #	Tax Credit Amount
648	171102001	$50,975.00
692	170502001	$36,613.55
821	170502001	$199,966.92
926	170502001	$55,822.45
Total		$343,377.92

B. Approve and authorize the Chairman to execute the Agreement between Escambia County, Florida, and Clocktower Tax Credits, LLC, per the terms and conditions of PD 19-20.009, State and Federal Tax Credits Incentives Broker/Consulting, for a brokerage fee of $0.005 per dollar ($1,716.89);

C. Approve and authorize the Chairman to execute a Purchase Agreement between Escambia County, Florida, and RELX US Holdings, Inc., for the sale of State Tax Credits for the Brownfields Voluntary Tax Credit Certificates in the amount of $343,377.92; and

D. Authorize the issuance of a Purchase Order or voucher to Clocktower Tax

Credits, LLC, for its brokerage fee, in the amount of $250.

Specification PD 19-20.009, State and Federal Tax Credits Incentives Broker/Consulting, was posted to Vendor Registry on January 3, 2020, and was sent to eight registrants representing seven firms. Two firms responded to the RFP.

The broker fee will be paid from Fund 129/Brownfield/Romana-VCTC, Cost Center 370213. All funds received from the sale of the tax credits will be deposited in Fund 129, CDBG Entitlement.

BACKGROUND:

Environmental Site Cleanup and Remediation at the former Escambia County Mosquito Control Facility, located at 603 West Romana Street, has been an ongoing project since 2005, which has been funded through the HUD Community Development Block Grant (CDBG) program. The County is eligible to apply annually for reimbursement of 50% of expenses in the form of tax credits through the Florida Department of Environmental Protection (FDEP) Voluntary Cleanup Tax Credit (VCTC) Program. Each Tax Credit Certificate is transferrable one time via assignment or sale of the credits within five years of issuance. The County currently holds four tax credit certificates totaling $343,377.92 that are eligible for sale.

The County solicited Requests for Proposals (RFP) seeking qualified brokerage firms for Specification Number PD 19-20.009, State and Federal Tax Credits Incentives Broker/Consulting, on January 3, 2020, specifically to engage a firm to aid the County in the sale of the Brownfields VCTC tax credit certificates. The County received two responses, with Clocktower Tax Credits, LLC, meeting the criteria in the RFP to recommend for award, having the most experience, lowest brokerage fee charged to the County, and documentation of a purchaser of the tax credits. The County will net the highest purchase price for the certificates with the proposal from Clocktower. Clocktower has provided an offer from RELX US Holdings, Inc., who is interesting in purchasing all four certificates.

The proceeds of the sale must be retained for HUD CDBG eligible activities in keeping with the original purpose of the expenditures (24 C.F.R. Part 570.504). The County anticipates that it will net approximately $308,010 from the sale of the credits.

BUDGETARY IMPACT:

The broker fee will be paid from Fund 129/Brownfield/Romana-VCTC, Cost Center 370213. All funds received from the sale of the tax credits will be deposited in Fund 129, CDBG Entitlement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement for Services and Purchase Agreement prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreements.

Attachments

PD 19-20.009 Tax Credit Original RFP

PD 19-20.009 Tax Credit Bid Summary Glen C. Griffith

EXHIBIT 1 STATE AND FEDERAL TAX CREDITS INCENTIVES PD19-20.009

PD19-20.009.TaxCredits Clocktower Contract signed&witnessed by Clocktower

PD 19-20.009 - Tax Credits - RELX Purchase Agreement signed by VP

ESCAMBIA COUNTY
FLORIDA

Request for Proposal

STATE AND FEDERAL TAX CREDITS INCENTIVES BROKER/CONSULTING

SPECIFICATION NUMBER PD 19-20.009

PROPOSALS WILL BE RECEIVED UNTIL 2:00 PM CDT, January 30, 2020
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Pensacola, FL 32591-1591

Board of County Commissioners
Steven Barry, Chairman
Robert R. Bender, Vice Chairman
Jeff Bergosh
Douglas B. Underhill
Lumon J. May

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Lawrence A. Gordon
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4987
E-Mail: Lagordon@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.

ESCAMBIA COUNTY, FLORIDA REQUEST FOR PROPOSAL
PROPOSAL CHECKLIST

STATE AND FEDERAL TAX CREDITS INCENTIVES BROKER/CONSULTING

SPECIFICATION NUMBER PD: 19-20.011

HOW TO SUBMIT YOUR PROPOSAL:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete Proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late Proposals will be returned unopened.

* *Documents submitted with Proposals are to be on the forms provided in the Request for Proposal and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE PROPOSAL:

- Solicitation, Offer, and Proposal Form. The Proposal Form must contain an original signature in indelible ink. Proposals with photocopies or scanned signatures will not be accepted.
- Proposal Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE PROPOSAL:

- 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 PROPOSAL, HAVE YOU:
Placed your Proposal with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of Proposal, and due date and time of Proposal receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance

HOW TO SUBMIT A NO PROPOSAL:
If you do not wish to submit a Proposal at this time, please remove the Proposal, Offer, and Proposal Form from the Proposal Package and enter No Proposal in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Proposal Form in a sealed envelope. This will ensure your company's active status in our Proposers list.

This form is for your convenience to assist in filling out your Proposal.
Do not return this form with your Proposal.

STATE AND FEDERAL TAX CREDITS INCENTIVES BROKER/CONSULTING

SPECIFICATION NUMBER PD 19-20.009

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Proposal.
Forms marked with a (** Double Asterisk) should be returned with the Proposal.

	Page
Solicitation, Offer, and Proposal Form *	4
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	6
Drug-Free Workplace Form **	8
Information Sheet for Transactions and Conveyances Corporate Identification **	9
List of General Terms and Conditions (Incorporated by Reference)	11
Special Terms and Conditions	13

Exhibit I – Tax Credit Certificates

1) Certificate Number: 648 /VTC Application Number: 644
2) Certificate Number: 926 /VTC Application Number: 907
3) Certificate Number: 821 /VTC Application Number: 755
4) Certificate Number: 692 /VTC Application Number: 645

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL*

SOLICITATION, OFFER AND PROPOSAL FORM **ESCAMBIA COUNTY, FLORIDA**

Submit Offers to:
Lawrence A. Gordon
Purchasing Specalist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Pensacola, FL 32591-1591
Phone: 850-595-4987

Request for Proposal

STATE AND FEDERAL TAX CREDITS INCENTIVES BROKER/CONSULTING

SPECIFICATION NUMBER PD 19-20.009

Solicitation

MAILING DATE: 1/15/2020
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, 1/30/2020 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 _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (__) _____
Toll Free: (__) _____
Fax: (__) _____

Reason for No Offer _____

Bid Bond Attached:
$_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to propose 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 tender's final payment to the Offeror.

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

---

1) **Certificate Number: 648 /VTC Application Number: 644**
   - **Subtotal Proposal Amount: $**_____

2) **Certificate Number: 926 /VTC Application Number: 907**
   - **Subtotal Proposal Amount: $**_____

3) **Certificate Number: 821 /VTC Application Number: 755**
   - **Subtotal Proposal Amount: $**_____

4) **Certificate Number: 692 /VTC Application Number: 645**
   - **Subtotal Proposal Amount: $**_____

Total Proposal Amount: $_____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the Proposal period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number

_____

Occupational License # _____

Person to Contact Concerning This Proposal:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal 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 Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____
My Commission Expires: _____

_____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Proposal 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 Proposal, the employee will proposal by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Proposal 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 Proposal's Solicitation, Offer, and Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

PROPOSAL INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Proposers Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

STATE AND FEDERAL TAX CREDITS INCENTIVES BROKER/CONSULTING SPECIFICATION NUMBER PD 19-20.009 Name of Submitting Firm, Time and Date due. Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the Proposals for invitations for Proposal 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 Proposal protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

Scope of Work: Escambia County is seeking financial brokerage services from appropriately licensed and certified State and Federal Tax Credit Incentives broker/consulting firms. The County is in possession of four (4) valid State of Florida tax credit certificates acquired through a State of Florida Brownfield environmental cleanup incentive program totaling $343,377.92. Certificates are for years 2015(2 EA.),2016(1 EA.) and 2017(1 EA.). Selected firm will have 180 days from execution of the brokerage contract with the County to secure a bona fide ready and willing purchaser of the County's certificates.

2. Procurement Questions

Questions shall be directed to Lawrence A. Gordon, Purchasing Specialist, at Lagordon@Myescambia.com. Last day for questions will be **1/23/2020 at 4:00 p.m. CDT**.

3. Proposal Forms

This Solicitation contains a Solicitation, Offer, and Proposal 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.

4. Payment

All payments and associated paperwork to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

5. 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 Proposal bond or check. If 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.

6. Award

It is the intent of the County to place one order with the most responsive and responsible Proposer who can best provide the requested service based upon the needs of the County at the time. The county retains the right to award to multiple suppliers if it is in the best interest of the county.

7. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. If any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

8. 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.)

Non-Contract Insurance Requirements

9. 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. 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: Lawrence A. Gordon, Purchasing Specalist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4987

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.

10. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and there, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by

Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be the County's exclusive remedy.

12) SELECTION CRITERIA

- The highest going market purchase price for the certificates. 30 pts
- The amount of the brokerage fee. 30 pts
- The documented procurement of a bona fide purchaser. 30 pts
- Brokerage Firm Experience with Brownfield Tax Credit 10 pts

13) Exhibits Provided:

Exhibit I – Tax Credit Certificates (In Vendor Registry)

Sale of VCTC Tax Credits 2020 Bid Summary

Company	Net offer to County	Broker Fee	Ready Buyer
Clocktower	$309,726.89 *($343,377.92 x .902)* 1.00 - .902 = .098 (*Net %*) $309,726.89 - $1,716.89 = **$308,010.00** after Broker Fee	$1,716.89 *(.005 x $343,377.92)* 1.00 - .005 = .995	Yes
Fallbrook	$311,649.80 *($343,377.92 x .9076)* 1.00 - .9076 = .0924 (*Net %)* $311,649.80 - $7,691.66 = **$303,958.14** after broker fee	$7,691.66 *(.0224 x $343,377.92)* 1.00 - .0224 = .9776	Yes
	Difference of Purchaces Price percentage .0056 *(.9076 - .902 = .0056)* Difference in Net to Co. = **$4,051.86** ($308,010.00 - $303,958.14 = $4,051.86	Difference ofBrokerage Fee percentages 0.0174 *(.0224 - .005 = .0174)* Difference in fee amt = $5,974.77	

DOCUMENT COPY

E100457

Voluntary Cleanup Tax Credit Certificate

This certificate is issued pursuant to Section 376.30781, Florida Statutes (F.S.), to Grover C. Robinson IV, Chaiman for Escambia County Board of County Comissioners, # 59-6000598, in the amount of $50,975.00, to be applied toward Corporate Income Tax pursuant to s. 220.1845, F.S.

Tax credit certificates are transferable pursuant to Section 220.1845, F.S. A tax credit certificate holder seeking to transfer the certificate to one or more individuals or entities shall submit the original certificate to the Department's Division of Waste Management in Tallahassee along with a signed and notarized letter authorizing the transfer. The letter shall state the name, address, telephone number, and FEID or Social Security number, as applicable, of each transferee, and it shall indicate the portion (in whole or in units of no less than 25%) to be transferred. Such transferred credits may not be transferred again, although they may succeed to a surviving or acquiring entity after merger or acquisition.

Certificate Number:	648
FDEP Fiscal Year Issued:	2017-2018
Calendar Year:	2015
Site Type:	BF
FDEP Facility ID#:	BF171102001
VCTC Application #:	644

Issued by: _____

Digitally signed by F. Joseph Jr. Ullo
Date: 2017.07.10 17:53:28 -04'00'

(Authorized FDEP signature)

DOCUMENT COPY

E100817

Voluntary Cleanup Tax Credit Certificate

This certificate is issued pursuant to Section 376.30781, Florida Statutes (F.S.), to Escambia County Board of County Commissioners, # 59-6000598, in the amount of $55,822.45, to be applied toward Corporate Income Tax pursuant to s. 220.1845, F.S.

Tax credit certificates are transferable pursuant to Section 220.1845, F.S. A tax credit certificate holder seeking to transfer the certificate to one or more individuals or entities shall submit the original certificate to the Department's Division of Waste Management in Tallahassee along with a signed and notarized letter authorizing the transfer. The letter shall state the name, address, telephone number, and FEID or Social Security number, as applicable, of each transferee, and it shall indicate the portion (in whole or in units of no less than 25%) to be transferred. Such transferred credits may not be transferred again, although they may succeed to a surviving or acquiring entity after merger or acquisition.

Certificate Number:	926
FDEP Fiscal Year Issued:	2018-2019
Calendar Year:	2017
Site Type:	BF
FDEP Facility ID#:	BF170502001
VCTC Application #:	907

Issued by: _____ Digitally signed by F. Joseph Ullo Jr. Date: 2018.08.06 11:48:02 -04'00'

(Authorized FDEP signature)

DOCUMENT COPY

E100708

Voluntary Cleanup Tax Credit Certificate

This certificate is issued pursuant to Section 376.30781, Florida Statutes (F.S.), to D.B. Underhill, Chairman, Escambia County Board of County Commissioners, # 59-6000598, in the amount of $199,966.92, to be applied toward Corporate Income Tax pursuant to s. 220.1845, F.S.

Tax credit certificates are transferable pursuant to Section 220.1845, F.S. A tax credit certificate holder seeking to transfer the certificate to one or more individuals or entities shall submit the original certificate to the Department's Division of Waste Management in Tallahassee along with a signed and notarized letter authorizing the transfer. The letter shall state the name, address, telephone number, and FEID or Social Security number, as applicable, of each transferee, and it shall indicate the portion (in whole or in units of no less than 25%) to be transferred. Such transferred credits may not be transferred again, although they may succeed to a surviving or acquiring entity after merger or acquisition.

Certificate Number:	821
FDEP Fiscal Year Issued:	2018-2019
Calendar Year:	2016
Site Type:	BF
FDEP Facility ID#:	BF170502001
VCTC Application #:	755

Issued by: _____
Digitally signed by F. Joseph Ullo Jr.
Date: 2018.07.13 21:53:56 -04'00'

(Authorized FDEP signature)

DOCUMENT COPY

E100501

Voluntary Cleanup Tax Credit Certificate

This certificate is issued pursuant to Section 376.30781, Florida Statutes (F.S.), to Grover C. Robinson IV, Chaiman for Escambia County Board of County Comissioners, # 59-6000598, in the amount of $36,613.55, to be applied toward Corporate Income Tax pursuant to s. 220.1845, F.S.

Tax credit certificates are transferable pursuant to Section 220.1845, F.S. A tax credit certificate holder seeking to transfer the certificate to one or more individuals or entities shall submit the original certificate to the Department's Division of Waste Management in Tallahassee along with a signed and notarized letter authorizing the transfer. The letter shall state the name, address, telephone number, and FEID or Social Security number, as applicable, of each transferee, and it shall indicate the portion (in whole or in units of no less than 25%) to be transferred. Such transferred credits may not be transferred again, although they may succeed to a surviving or acquiring entity after merger or acquisition.

Certificate Number:	692
FDEP Fiscal Year Issued:	2017-2018
Calendar Year:	2015
Site Type:	BF
FDEP Facility ID#:	BF170502001
VCTC Application #:	645

Issued by: _____ Digitally signed by F. Joseph Ullo Jr. Date: 2017.07.17 12:50:43 -04'00'

(Authorized FDEP signature)

AGREEMENT FOR BROKER/CONSULTING SERVICES (P.D. 19-20.009)

THIS AGREEMENT is entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, FL 32502, and Clocktower Tax Credits, LLC, a foreign limited liability company (hereinafter referred to as "Consultant"), FEI/EIN 27-3018744, with a principal address located at 2 Mill & Main Place, Suite 295, Maynard, MA 01754.

WITNESSETH:

WHEREAS, pursuant to §376.30781, Florida Statutes, the State of Florida, by and through the Florida Department of Environmental Protection's Division of Waste Management, may grant tax credits to eligible applicants in the amount of 50% of the cost of any voluntary clean-up activity to rehabilitate dry-cleaning solvent contaminated or brownfield sites in designated brownfield areas (hereinafter referred to as the "Program"); and

WHEREAS, the County applied for and was granted four (4) voluntary clean-up tax credit certificates in the total amount of $343,377.92; and

WHEREAS, the County issued a Request for Proposals (P.D. 19-20.009) seeking a consultant to perform brokerage/consulting services relating to the sale of voluntary clean-up tax credit certificates acquired through the State of Florida Brownfield Environmental Clean-up Incentive program; and

WHEREAS, Consultant was the most responsive and responsible firm proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Consultant for the provision of such service as set forth herein.

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

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Tax Credits. The County applied for and was granted Program tax credits in the total amount of $343,377.92 relating to work on certain environmental remediation projects located in Escambia County, Florida, as further described below (the "Projects"). The tax credits will be in the form of Certificates issued by the Florida Department of Environmental Protection, as described below (the "Tax Credits"). The Tax Credits are controlled by, and the interests will be sold by, the County.

Certificate #	Project Site #	Tax Credit Amount
648	171102001	$ 50,975.00
692	170502001	$ 36,613.55
821	170502001	$199,966.92
926	170502001	$ 55,822.45

4. Term. The term of this Agreement shall commence upon the date last executed by the parties ("Effective Date") and will continue for 180 days (other than with respect to its provisions which survive termination or expiration).

5. Scope of Services. Consultant agrees to perform in accordance with the terms and conditions outlined in Escambia County's *Request for Proposals, State and Federal Tax Credits Incentives Broker/Consulting, Specification No. P.D. 19-20.009*, attached hereto as **Exhibit A**. Consultant will market the Tax Credits to accredited investors and present offers or letters of interest to invest in or purchase the Tax Credits. County retains the right to accept or reject any investment proposal for any or no reason without any financial obligation to Consultant.

During the term of this Agreement, the County agrees to exclusively utilize the Consultant's services to market the Tax Credits and shall refer to the Consultant any solicitations or inquiries regarding the sale of the Tax Credits.

6. Compensation. County will pay Consultant a fee of $0.005 per dollar of Tax Credits sold to any investor from whom Consultant procured an offer or letter of interest during the term of this Agreement. County will pay Consultant upon receipt of the proceeds of each transaction. Such obligation shall survive any transfer of the Tax Credits or of the County's interest.

7. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Consultant. This Agreement may be terminated for cause by the Consultant upon providing thirty (30) days written notice to the County. In the event of termination by either party as provided herein, Consultant shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit.

8. Indemnification. The Consultant agrees to hold harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages or economic loss, arising directly or indirectly, on account of or in connection with the Consultant's negligent, reckless, or wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant or by anyone for whom the Consultant is legally liable. The parties understand and agree that such indemnification by the Consultant relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Consultant agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance.
The Consultant is required to carry Professional Liability insurance coverage with $1,000,000 per occurrence minimum limits. 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 policy shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notice shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591. The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on liability policies. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of the County; and Consultant shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Public Records. The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Consultant and surety, if any, seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by

hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Clocktower Tax Credits, LLC
Attention: Jeff Jacobson
2 Mill & Main Place, Suite 295
Maynard, MA 01754

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement. Consultant shall at all times maintain appropriate licensing, certification, and registration while performing services pursuant to this Agreement.

16. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of the County.

17. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

18. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

19. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons will include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the

interpretation of this Agreement.

(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the dates under each signature below:

COUNTY:
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

By: _____

(SEAL)

CONSULTANT:
CLOCKTOWER TAX CREDITS, LLC

Witness: _____

Witness: _____

By: _____
Jeff Jacobson, President

Date: 3/19/20

Purchase Agreement for State Tax Credits

This Purchase Agreement for State Tax Credits ("Agreement") is dated as of April __, 2020 by and between **RELX US Holdings Inc.**, a Delaware corporation, with its principal place of business at 313 Washington Street, Suite 400, Newton, MA 02458, or an affiliate ("Investor"), and **Escambia County Board of Commissioners**, with its principal place of business at 211 Palafox Place, Pensacola, FL 32502 ("Owner").

In consideration of the mutual promises of the parties hereto and other valuable consideration, the receipt of which is mutually acknowledged, the parties agree as follows:

Projects: **Former Mosquito Control Facility – Pensacola, Florida**
Former Mahogany Mill Road Boat Ramp – Pensacola, Florida

Voluntary cleanup of two Brownfield sites which qualify for Tax Credits as described below.

Tax Credits: Four Florida Voluntary Cleanup Tax Credit Certificates in the total amount of **$343,377.92** ("Tax Credit Certificates") issued as follows:

Application#	Certificate #	Certificate Amount	Issue Date
644	648	$ 50,975.00	2017.07.10
645	692	$ 36,613.55	2017.07.17
907	926	$ 55,822.45	2018.08.06
755	821	$ 199,966.92	2018.07.13

Statutory Authority: Section 376.30781 of the Florida Statutes

Owner: **Escambia County Board of Commissioners**

Administering Agency: Florida Department of Environmental Protection, Division of Waste Management ("FDEP")

Investment Structure: The Owner has expended costs integral to the rehabilitation of the Project sites. Such costs, as certified by an independent CPA, have qualified for Tax Credits under the statute, and the FDEP has issued Florida Voluntary Cleanup Tax Credits as described above. Owner agrees to sell such Tax Credit Certificates, and Investor will purchase the Tax Credit Certificates, in the amount and in the manner described herein.

Investor will have no interest in or liability arising from the Projects, other than the right to use the Tax Credits so transferred.

Purchase Price: **$311,443.77**, (provided, however, if the total face amount on the Tax Credit Certificates transferred is other than **$343,377.92**, the Purchase Price shall be **$0.907** for each dollar of tax credit available to be

transferred to the Investor and shown on the new Tax Credit Certificates).

Transaction Expenses: Each party will pay for its own legal and other expenses incurred in this transaction, if any.

Both parties acknowledge that Clocktower Tax Credits, LLC is the only party that has acted as broker in bringing the two parties together in this transaction.

Due Diligence: Investor is entitled to, and Owner agrees to provide, certain due diligence materials for the Tax Credit Certificates including but not limited to a copy of the Applicant's Affidavit, the CPA Certification, and the Technical Professional Certification from each VCTC application to the FDEP (collectively, the "Due Diligence Materials"). Such Due Diligence Materials shall be provided by Owner to Investor upon execution of this Agreement.

Investor represents that it will proceed diligently with its due diligence review and will act in good faith to complete this transaction in a timely manner, and will notify Owner in writing that it either will or will not proceed with the purchase no later than ten (10) days after Investor's receipt of all the Due Diligence Materials (the "Inspection Period").

If Investor, in Investor's sole and absolute discretion, for any reason or no reason whatsoever, is not satisfied with the results of its review of the Due Diligence Materials prior to expiration of the Inspection Period then, in such event, Investor may terminate the Agreement by giving written notice of termination to Owner prior to the expiration of the Inspection Period, with a copy to Clocktower.

Transfer Procedure: If Investor does not so terminate this Agreement prior to the expiration of the Inspection Period, then Investor shall give notice of its acceptance in writing to Owner, with a copy to Clocktower.

Owner shall submit a request to FDEP to transfer the Tax Credit Certificates and authorize FDEP to issue new tax credit certificates ("New Certificates") to Investor or its designated transferee, as directed by Investor, in accordance with the transfer provision of the Statute, with delivery as directed by Investor. Transfer designee information and delivery instructions are listed in Exhibit A, attached.

Owner shall use email to submit the Tax Credit Certificates and transfer instructions to the FDEP. Owner shall copy Clocktower on the email submittal.

The FDEP is expected to issue the New Certificates to Investor within fifteen (15) days of its receipt of the transfer instructions.

Upon receipt of the New Certificates, Investor shall give notice to Clocktower that they have been received in good order. Investor shall deliver the Purchase Price to Owner within five (5) days of receipt of the New Certificates. Owner shall promptly give notice to Clocktower confirming receipt of funds.

Investor shall have the option to terminate this Agreement if Owner fails to submit to FDEP the request to transfer the Tax Credit Certificates within ten (10) days of Investor's approval of the Due Diligence, or if FDEP fails to issue New Certificates by September 12, 2020.

In the event that a New Certificate is issued incorrectly, Owner and Clocktower will work with FDEP to issue a corrected certificate ("Corrected Certificate"). If the FDEP is unable or unwilling to correct such errors or otherwise deliver a New Certificate or a Corrected Certificate on or before September 12, 2020, then Investor shall pay the pro rata share of the Purchase Price for only the tax credits successfully transferred.

Upon receipt of their respective funds and the New Certificates in correct form and amount, all parties will be satisfied and no further actions are required, subject to the provisions of this Agreement which survive the sale.

Owner Representations:

Owner represents that it is familiar with the rules and regulations relating to the issuance of the Tax Credits, and that it has engaged adequate legal representation with respect to the requirements under state and federal regulations, and the transfer of the Tax Credits to Investor. Nothing herein is intended to serve as a waiver of sovereign immunity by Owner and nothing herein shall be construed as consent by Owner to be sued by third parties in a matter arising out of this Agreement.

Owner represents that it will proceed diligently in effecting the transfer of the Tax Credits, and will act in good faith and in accordance with the regulations of FDEP.

Owner acknowledges that it currently controls the Projects and will control the allocation of Tax Credits related to such Projects, and expects to do so through the completion of the transaction contemplated herein. Owner acknowledges that no agreement exists, written or otherwise, which would adversely affect its ability to enter into this Agreement, and to timely complete the transaction contemplated herein.

Investor Representations:

Investor is purchasing the Tax Credits for its own account, for investment purposes only and not with a view to the resale or distribution thereof except to an entity affiliated with Investor. Investor

acknowledges that the statute prohibits any subsequent transfer of the Tax Credit Certificates except through merger or acquisition. Investor acknowledges that the Tax Credits have not been registered under the Securities Act of 1933, as amended (the "Act") or any state securities laws and are being offered and sold in reliance upon exemptions from such registration.

Investor has not relied upon any representations or other information (whether oral or written) other than as contained in any documents so furnished to it by Owner or contained herein.

Investor is an "accredited investor" as that term is defined in Rule 501 of Regulation D, promulgated by the Securities and Exchange Commission, under the Act.

Investor has the financial wherewithal readily available to purchase the Tax Credit Certificates as contemplated herein and represents that no agreement exists, written or otherwise, which would adversely affect its ability to enter into this Agreement, and to timely complete the transaction contemplated herein.

Investor agrees to indemnify and hold Owner harmless for any loss or damage incurred as a result of Investor's bad faith, misrepresentation, or fraud, but in no event shall the amount of this indemnity exceed the Purchase Price.

Submissions & Reporting: Owner shall provide all such material as is necessary to file with the Florida Department of Revenue to claim the Tax Credits, including but not limited to the Tax Credit Certificates.

Notices: Any notices or demand to be given or that may be given hereunder shall be in writing and shall be

(i) delivered by hand delivery,
(ii) delivered through the United States mail, postage prepaid, certified, return receipt requested,
(iii) delivered through or by Federal Express, Express Mail or other expedited mail or package service, or
(iv) via email, addressed to the parties as follows:

Owner: Lawrence Gordon
Purchasing Specialist
Escambia County
213 Palafox Place
Pensacola, FL 32502
Email: LAGordon@myescambia.com

Investor: Daniel McGlinchey
RELX Group
313 Washington Street, Suite 400

Newton, MA 02458
Email: Daniel.McGlinchey@relx.com

Clocktower: Mr. Jeff Jacobson
Clocktower Tax Credits, LLC
2 Mill & Main Place; Suite 295
Maynard, MA 01754
Email: JJacobson@clocktowertc.com

Entire Agreement; Successors; Venue: This Agreement sets forth the entire agreement of the parties and may not be modified except in writing executed by the parties hereto or their authorized representatives. This Agreement shall inure to the benefit of and be legally binding upon the parties hereto and their respective legal representatives, successors and assigns. This Agreement shall be governed by Florida law.

Counterparts: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument; and any party or signatory hereto may execute this Agreement by signing any such counterpart and delivering an original copy to the other party.

Miscellaneous: No failure or delay by a party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

In consideration of Investor's interest described herein, Owner grants to Investor the exclusive right to complete such transaction, and shall not engage in any discussion about the sale or transfer of the Projects' Tax Credits, or its interest in them, until the earliest to occur of:

(a) Investor completing the transaction contemplated herein,
(b) Investor informing Owner in writing of its decision not to proceed with the transaction, or
(c) September 12, 2020.

[Signature Page]

INVESTOR:

RELX U.S. HOLDINGS INC.
FEIN: 04-3006976

By: _____
Name: Peter F. Dangoia
Title: Vice President – US Tax

Date: 4/3/2020

OWNER:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida
FEIN: 59-6000598

By: _____
Name: Steven Barry
Title: Chairman

Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

By: _____

BCC Approved: _____

EXHIBIT A

FL VCTC Certificate Transfer Request
Required Transferee Information

The following information will be included in Owner's Letter of Instruction to the FDEP for the transfer of the VCTC Certificates:

Transferee Name:	RELX U.S. Holdings Inc.
Transferee FEIN:	04-3006976
Transferee Email Address:	Daniel.McGlinchey@relx.com
Transferee Contact Name:	Daniel McGlinchey
Transferee Contact Phone Number:	(617) 558-4916

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17914 **County Administrator's Report 11. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Funding Allocation to Support 850 Music Festival
From: Lumon May, District 3 Commissioner
Organization: Commissioner, District 3
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Funding to Support the 850 Music Festival - Commissioner Lumon May, District 3

That the Board approve funding, in the amount of $2,000, to support the 850 Music Festival from Commissioner Lumon May's discretionary fund.

BACKGROUND:
The event will be held on Saturday, July 25, 2020, at the Pensacola Interstate Fairgrounds.

BUDGETARY IMPACT:
The Board approved $50,000 in 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 work with Mr. Bill Marshall to obtain the necessary paperwork to process payment.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17856 **County Administrator's Report 11. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Contract for the Residential Income-Based Roof Program
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract for the Residential Income-Based Roof Program - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning a Contract for the Residential Income-Based Roof Program under the Neighborhood & Human Services Department/Community Redevelopment Agency:

A. Approve the Contract by and between the Owner, Contractor, and County for the Residential Income-Based Roof Program, which will provide assistance to income-qualifying homeowners to perform roof replacements, strengthening of roof deck attachments, and other minor roof repairs; and

B. Authorize the County Administrator to sign the Contract for the Residential Income-Based Roof Program and any other documents associated with to implement the Contract.

[Funding: Fund 151, CRA TIF Funds]

BACKGROUND:

The Neighborhood & Human Services (NHS) Department coordinated with not-for-profit Rebuild Northwest Florida, Inc. (Rebuild), to submit an Application to the State of Florida Department of Emergency Management for their Hurricane Loss Mitigation Program (HLMP), requesting funds of $194,000, on July 24, 2019. The County submittal was not approved, therefore no State funds were awarded but the need for roof improvements still remain.

At the September 5, 2019, BCC meeting, the Board directed NHS staff to bring

back a Residential Program to assist property owners in the CRA areas with roof improvements. NHS staff will work in coordination with the County Attorney's Office and Purchasing Department.

The County Attorney's Office will prepare a five-year Lien Agreement between the County and eligible property owners. The lien shall be due and payable in total for a period of five years 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 Income-Based Roof Improvement Program,** and five years subsequent to the recording of the Lien Agreement in the public records, this lien shall depreciate to zero, and repayment shall be forgiven. The lien will not be subordinated without the prior approval of the Board, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

BUDGETARY IMPACT:

Funds will be expended from Fund 151, various CRA Tax Increment Finance (TIF) accounts.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for the Residential Income-Based Roof Program was prepared by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals, private vendors, and/or outside agencies utilizing CRA TIF funds.

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

Contract_May2020

ROOF PLAN OUTLINE_MAY2020

INCOME-BASED ROOF PROGRAM CONTRACT

THIS CONTRACT is made and entered into by and between _____ (hereinafter referred to as "Owner"), and _____ (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Community Redevelopment Agency (hereinafter referred to as "CRA"), has established the **Income-Based Roof 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 CRA for a 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 Contract, and other good and valuable consideration, the parties agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Contract are declared to be true and correct and are hereby incorporated into this Contract.

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 _____ (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 Contract and the provisions of any other contract documents, the provisions of this Contract shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Contract to the full satisfaction and acceptance of the CRA, the County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of $_____ (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. 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 the County arising out of this Contract 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 Contract.

All payments under this Contract 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. Bonds. 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 the 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. Notice to Proceed. The CRA 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 Contract. The Project shall be complete within **thirty (30) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to complete the Project within the time period noted above, the 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 complete on the date that all required documentation (Contractor Invoice, Contractors Final Payment Affidavit, Final Release and Warranty and Permit/Final Inspection Passed) is received by the County and the CRA 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. 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 defined 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. Delays. 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 CRA 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 Contract, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the CRA. Any changes requested by the Owner or Contractor must be submitted in writing to the CRA 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 CRA 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 CRA, and the County and CRA 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 Contract, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the CRA 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 CRA, 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. Project Site Protection. 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 CRA with written notice that the Project is complete and ready for final inspection, and the CRA shall promptly make such inspection.

After the Project is ready for final inspection by the CRA, the Contractor shall submit to the CRA: (1) a Release and Affidavit in the form attached as **Exhibit D;** (2) if requested by CRA, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract, to the extent and in such form as may be designated by CRA; and (3) Owner's Final Release and Warranty. The CRA reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the CRA finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the CRA 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 Contract 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 CRA, 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 CRA, 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 CRA with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Contract 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, the Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish the CRA 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 CRA.

If any work that is to be inspected, tested or approved is covered without written concurrence from the CRA, such work must, if requested by the CRA, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given the CRA timely notice of Contractor's intention to cover the same and the CRA has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from the CRA, such work must, if requested by the CRA, be uncovered for the CRA's observation and be replaced at Contractor's sole expense.

The CRA, or other County officials as may be designated by the CRA, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Contract. 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.

Section 13. Reports. The Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Contract, as well as all shop

drawings and other Contractor submittals and all written interpretations and clarifications issued by the CRA, in good order and annotated to show all changes made during construction.

The 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 Contract or the date the Project is completed, whichever is later. The CRA, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Contract as often as they deem necessary during the period of this Contract and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. Defective Work. Work not conforming to the requirements of the Contract shall be deemed Defective Work. If required by the CRA, the Contractor shall either cure all Defective Work, whether or not fabricated, installed or completed, or, if the Defective Work has been rejected by the CRA, remove it from the site and replace it. The 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 the CRA and County harmless for the same.

If the CRA considers it necessary or advisable that covered work be observed by the CRA or inspected or tested by others, the Contractor, at the CRA's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the CRA 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, the 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 the CRA 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 the 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 Contract, the CRA may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CRA to stop the work shall not give rise to any duty on the part of the CRA to exercise this right for the benefit of the Contractor or any other party.

Should the CRA determine, at its sole opinion, it is in the County's best interest to accept Defective Work, the CRA may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the CRA's evaluation of and determination to accept Defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such Defective Work, incorporating the necessary revisions in the Contract and reflecting an appropriate decrease in the Contract Amount. If the CRA accepts such

Defective Work after final payment, Contractor shall promptly pay CRA an appropriate amount to adequately compensate for its acceptance of the Defective Work.

If Contractor fails, within a reasonable time after the written notice from the CRA, to correct Defective Work or to remove and replace rejected Defective Work as required by the CRA, or if Contractor fails to perform the work in accordance with the Contract, or if Contractor fails to comply with any of the provisions of the Contract, the CRA 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, the CRA may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend the 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 the CRA has paid the Contractor but which are stored elsewhere. The Contractor shall allow the CRA, and its respective representatives, agents, and employees such access to the Project site as may be necessary to enable the CRA to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of the CRA in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract, 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 other property 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 of the CRA's rights and remedies hereunder.

Section 15. Termination.

15.1 Termination for Contractor's Default. The Contractor shall be considered in material default of the Contract and such default shall be considered cause for the CRA to terminate the Contract, in whole or in part, as further set forth in this Section, if the 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 CRA; 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 that 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 Contract.

The CRA shall notify Contractor in writing of Contractor's default(s). If the CRA 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 may terminate Contractor's right to proceed under the Contract, 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 the CRA 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 the County incident to such completion shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, the Contractor agrees to pay promptly to the 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 Contract.

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 the Contractor's right to proceed pursuant to this Section, it is determined for any reason that the Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then the Contractor's remedies against the 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 Contract, and such default shall be considered cause for County to terminate the Contract, 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 Contract.

The CRA shall notify Owner in writing of Owner's default. If the CRA 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 Contract may be terminated by the County.

Any Project costs incurred prior to the date of termination or Project funding 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 the Contractor as of the date of termination, and costs incurred for special order materials, shall be repaid to the County by the 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 or funds disbursed under this Contract through the date of Owner's termination. If Owner fails to return such funds, the County may initiate legal action to recover the total amount expended.

15.3 Termination for Convenience. The County shall have the right to terminate this Contract without cause upon **seven (7) calendar days'** written notice of termination to the Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the 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 Contract is based upon the availability of Tax Increment Financing (TIF) funds, pursuant to F.S. Chapter 163, the Community Redevelopment Act, and the County reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to the 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.

15.5 Notice of Suspension. The County shall have the right to suspend all or any portions of the work upon providing the Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, the Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract. 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 Contract with respect to that portion of the work which is subject to the ordered suspension.

Section 16. Indemnification. 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, CRA, 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 Contract 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.

The 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 Contract until all insurance required under this section has been secured and such insurance has been approved by the CRA.

Section 18. Subcontracts. The Contractor may subcontract work under this Contract with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Contract. 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. Independent Contractor Status. In the performance of this Contract hereunder, the Contractor and Owner shall be independent contractors. Neither the 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 Contract or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. Warranty. The Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of five (5) years from the date of final inspection and acceptance of all work performed pursuant to this Contract. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and CRA.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County, 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. The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

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. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Contract 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 or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Contract and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Contract 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 Contract, 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 Contract. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Contract.

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 Contract. 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 the Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, the 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. Compliance with Laws. 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 Contract, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. Assignment. This Contract, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor without the prior written consent of the County.

Section 30. Notices. Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Clara Long		
Community Redevelopment Agency		
221 Palafox Place, Suite 305		
Pensacola, FL 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 31. No Discrimination. The Owner and Contractor shall ensure that this Contract 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. No Waiver. This Contract does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. Governing Law. This Contract is executed in Escambia County, Florida, and performance and interpretation of this Contract shall be construed in accordance with the laws of Florida. Any action relating to this Contract 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 Contract 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 Contract did not contain the particular part, term, or provision held to be invalid.

Section 35. Headings. The headings appearing in this Contract 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. Authority. Each individual executing this Contract on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Contract on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Contract is binding upon each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature:

Signature of Contractor:	**Signature of Owner:**
Firm Name, Address, City, State, Zip:	**Name, Address, City, State, Zip:**
FL and County License No.:	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid	**Date of Acceptance**

ESCAMBIA COUNTY, FLORIDA:

By: _____
Janice P. Gilley, County Administrator

Date: _____

Exhibit A

Income-Based Roof Program
Scope of Work

Property Owner: _____ **Contractor:** _____

Address: _____ **Contractor PH#:** _____

PH#: _____ **Total SF:** _____

Pre-Bid Meeting (Date & Time): _____ **Bid Close (Date & Time)**: _____

Description:

Cost of Labor: $_____

Cost of Materials: $_____

Total Cost: **$_____**

Property Owner's Signature _____

Contractor's Signature_____

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____,

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the ONE (1) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____ _____

Witness (Business Address)

_____ _____

(Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me , by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

Exhibit C

Escambia County
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32501
Phone: 850.595.3217
Fax: 850.595.3218

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____
_____ _____

The following changes to the above contract are hereby made based upon the following justification:

_____

Change order scope of work (or attach specifications as necessary):

_____

SUMMARY

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	_____

Original Start Date (NTP):	_____
Original Contract Period:	_____
Previous Completion Date:	_____
	_____
This Change Order ( ) Increase ( ) Decrease	_____
New Contract Period	_____
New Completion Date	_____

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

_____
Homeowner Signature

_____
Print Name Date

_____
Homeowner Signature

_____
Print Name Date

COMMUNITY REDEVELOPMENT AGENCY:

_____
Program Manager

_____
Print Name Date

_____
Division Manager

_____
Print Name Date

CONTRACTOR:

_____
Signature

_____
Print Name Date

_____
Firm Name

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

Exhibit D

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, **Insert Owner(s) Name**, as owners of the unit located at **Insert Property Address, Pensacola, FL ZIP Code,** certify and accept all work as performed and contracted by, **Contractors Business Name** as complete and satisfactory. I hereby authorize final payment to **Contractors Business Name** for the work done on this residence**.**

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, **Contractors Business Name** as Contractor of record, for the rehabilitation of the above referenced residence, do issue a five (5) year limited labor and material warranty ending **(Insert Month), 2025.** The warranty covers defects in materials and workmanship, which occur during normal use. I, **(Insert Owners Name)** acknowledge that routine homeowner maintenance and/or problems caused by neglect, abuse, or improper use are not covered by this warranty. Further, after the warranty expiration date, neither the County, nor the Contractor, shall be responsible for any further work related to this Contract.

SECTION 3: HOMEOWNER/ESCAMBIA COUNTY OBLIGATIONS

As the Contractor has completed his/her contract, the Homeowner, upon acceptance of same, now causes final payment to be made to the Contractor. The Homeowner fully understands that **Contractors Business Name,** the Contractor, is sole responsible party for the five (5) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is their responsibility to contact the Contractor **Contractors Business Name** regarding necessary warranty work.

DATE: _____

HOMEOWNER'S SIGNATURE	HOMEOWNER'S SIGNATURE
CONTRACTOR'S SIGNATURE	CONTRACTOR'S PHONE NUMBER
ESCAMBIA COUNTY REPRESENTATIVE	

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared _____ _____[*name of affiant*], who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. He or she is the _____ [*title of affiant*], of _____ _____ [*name of contractor's business*], which does business in the State of Florida, hereinafter referred to as the "Contractor."

2. Contractor, pursuant to a contract with _____ [*name of owner*], hereinafter referred to as the "Owner," and Escambia County, has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements to real property as more particularly set forth in said contract.

3. This affidavit is executed by the Contractor in accordance with section 713.06 of the Florida Statutes for the purposes of obtaining final payment in the amount of $_____.

4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:

Name of Lienor	Amount Due

Signed, sealed, and delivered this _____ day of _____, 20____.

By: _____

Name of Affiant: _____

Title of Affiant: _____

_____
Name of Contractor's Business

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Sworn to (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2020 by _____, [*name of affiant*]. He/She (__) is personally known to me or (___) has produced _____ as identification, and did take an oath.

_____
Signature of Notary Public

(Notary Seal)

_____
Printed Name of Notary Public

CRA Income-Based Roof Program Outline

Step 1 - Application

- Verify eligibility

Step 2 - Contractor Selection

- Structure is inspected
- Prepare Scope of Work
- Solicit Vendors through Vendor Registry

Step 3 - Closing

- Closing documents (contract, funding agreement, lien agreement, notice of commencement, etc.) are signed by property owner(s) and the contractor
- Contract between property owner, contractor and the County signed by County Administrator or Designee
- Contractor receives Notice to Proceed

Step 4 - Project Completion

- Contractor provides building permit, and final inspection is passed
- Contractor submits required documents (final payment affidavit, invoice, final release and warranty, etc.)
- Affidavit of Completion and final photo provided by Staff
- Voucher prepared and sent to Accounts Payable

Step 5 - Board Approval

- Final Lien Agreement and Funding Agreement Review by Legal Department
- BCC Recommendation on Agenda
- BCC Minutes Filed

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17903 **County Administrator's Report 11. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Approval of Miscellaneous Appropriation Agreement for the Escambia County Human Relations Commission, Inc.
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Miscellaneous Appropriation Agreement for the Escambia County Human Relations Commission, Inc. - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2019/2020 Miscellaneous Appropriations Agreement for the Escambia County Human Relations Commission, Inc.:

A. Approve the Miscellaneous Appropriation Agreement, to be paid from the General Fund (001), Cost Center 110201;

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

C. Authorize the execution of the necessary Purchase Order.

BACKGROUND:

The County makes payment in support of the activities of certain Outside Agencies approved by the Board. In order to recognize these Contractual Agreements and establish the source documents by which payment can be made, Board approval of this Agreement is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2019/2020 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of this Miscellaneous Appropriations Agreement is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Miscellaneous Appropriations Agreement-HRC

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Escambia County Human Relations Commission, Inc., FEI/EIN 84-3677134, with administrative offices at 2257 North Baylen Street, Pensacola, Florida 32501 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient is responsible for the promotion of fair treatment and equal opportunity for all citizens of the County; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2019/20 (October 1 through September 30), the sum of $62,059 to conduct the program generally described as *Escambia County Human Relations Commission* (hereinafter referred to as the "Program") and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the Program described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 3. This Agreement shall be considered to have become effective on the date last executed by the parties and will expire on the 30th day of September 2020, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) calendar days prior written notice of such cancellation to the other party.

Section 4. The County agrees to pay the recipient the sum of $62,059.00 for the Program payable monthly in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned Program, which has a unit cost of $1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned Program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with narrative progress reports on the Program to include basic statistical information relevant to the Program and a statement of expenditures made in each budget category and line item identified in the budget as set forth in Exhibit A. Such reports will be due every ninety (90) calendar days commencing with the effective date of this Agreement and a final report will be due within thirty (30) calendar days of the close of Fiscal Year 2019/2020. Disbursement of each monthly payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the Program through September 30, 2020, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) calendar days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2020, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

BCC Approved: _____

ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION, INC.

Approved as to form and legal Sufficiency.
By/Title: *Alison P. Rogers*
Date: 5/14/2020

Attest:

By: *Lemon H Mary*

Title: *Chair*

Jewel Cannaday-Wyer
Witness Treasurer

Date: *May 14, 2020*

EXHIBIT A

2019/2020 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Escambia County Human Relations Commission, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF THE **ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION, INC.**..... $62,059.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Escambia County Human Relations Commission, Inc.: to promote fair treatment and equal opportunity for all citizens of Escambia County.

EXHIBIT B

As a Recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years);

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement;

- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- Appropriation payments are made to the Recipient on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A have been submitted for all monthly reimbursements. The only exception to this is your first payment following execution of the Agreement, which is a one-time advance ($1/12^{th}$ of the approved budget) to assist the Recipient in starting the authorized Program. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17906 **County Administrator's Report 11. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/21/2020
Issue: Request for Subordination of the HOME Mortgage at 3839 Belle Meade Court, Unit A
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Subordination of the HOME Investment Partnerships Program Mortgage at 3839 Belle Meade Court, Unit A - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Request for Subordination of the HOME Investment Partnerships Program (HOME) Mortgage at 3839 Belle Meade Court, Unit A, as requested by Troy Stepherson:

A. Approve the Request for Subordination of the HOME Mortgage at 3839 Belle Meade Court, Unit A, in the amount of $12,500, as requested by Troy Stepherson, in order to allow the homeowner to refinance his first mortgage to obtain a lower interest rate and monthly mortgage payment; and

B. 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]

BACKGROUND:

Troy Stepherson received $12,500 in HOME Program down payment/closing cost assistance to purchase a home in July 2018. The HOME program placed a 0% interest second mortgage and note on the property (Exhibit I). The loan will depreciate to zero after five years provided that the borrower has not defaulted due to sale, transfer, rental, or other encumbrance of the property.

On April 29, 2020, Mr. Stepherson submitted correspondence and requested backup (Exhibit II) to the Neighborhood Enterprise Division (NED), requesting that the HOME second mortgage be subordinated so he can refinance and obtain a new first mortgage with Synovus Bank. The HOME program policy is not to subordinate as is noted in the program loan documents. Mr. Stepherson has provided the NED office with the proposed loan estimate and appraisal in order to review his request. The current appraised value of the property is $95,000, with the proposed new first mortgage loan amount being $62,000. The equity in the home is sufficient to provide a 78% cumulative loan to value ratio. The new monthly principal, interest, and escrow payment will be lower for Mr. Stepherson at $269.83, and the new interest rate will be a 3.25% fixed rate instead of the 5.25% on his current first mortgage. No funds will be received by Mr. Stepherson at closing and any closing costs will be covered by the applicant. If approved, the County HOME loan will remain in the second mortgage position. The homeowner has complied with all HOME program requirements to date, and the proposed loan is within affordability guidelines.

Staff reviewed the subordination request according to the recently approved Loan Subordination Policy approved on May 7, 2020, and the request falls within policy perimeters. A staff summary review of the subordination request is included in Exhibit III.

BUDGETARY IMPACT:

No impact to the HOME program if the Board approves this request.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal will review and approve the Subordination Agreement as necessary.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current HOME policy is not to subordinate liens or mortgages as outlined in the HOME mortgage and note. Any deviation from policy requires Board approval. This request is within recently the approved perimeters under the Loan Subordination Policy approved May 7, 2020.

IMPLEMENTATION/COORDINATION:

If approved by the Board, Neighborhood Enterprise Division (NED) will coordinate paperwork with the County Attorney's office and the homeowner as needed.

Attachments

Ex I-Stepherson HOME Mortgage
Ex II-Stepherson Subordination Request
Ex III-Stepherson Subordination Staff Review Worksheet

Recorded in Public Records 8/8/2018 10:39 AM OR Book 7945 Page 988,
Instrument #2018062048, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording $44.00 MTG Stamps $43.75

EXHIBIT I

44.00
43.75

Prepared By:
Escambia County
For the Escambia Consortium HOME Homebuyer Program
221 Palafox Place, Suite 200
Pensacola, Florida 32502

ESCAMBIA CONSORTIUM HOME HOMEBUYER ASSISTANCE PROGRAM

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE (hereinafter referred to as "Mortgage"), is made and entered into this day, **July 30, 2018**, between the Mortgagor, **Troy Gaston Stepherson, unmarried man,** (herein "Borrower"), and the Mortgagees, **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, whose address for purposes of this Mortgage is 221 Palafox Place, Suite 200, Pensacola, Florida 32502, (hereafter "Lender").

W I T N E S S E T H :

1.01 PREMISES. For and in consideration of an Indebtedness from Borrower to Lender in the principal sum of **Twelve Thousand Five Hundred Dollars ($12,500.00)** which Indebtedness is evidenced by the Loan Agreement for Participation in the Escambia Consortium HOME Investment Partnerships (HOME) Program, Homebuyer Program ("Loan Agreement") and Borrower's Note of even date herewith (herein "Note"). In order to secure the Indebtedness and other obligations of Borrower hereinafter set forth, Borrower does hereby grant, bargain, sell, convey, assign, transfer, pledge and set over unto Lender and the successors, successors in title, and assigns of Lender all of the following land and interest in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances (herein referred to individually and collectively as the "Premises").

A. LAND. All those certain tracts, pieces or parcels of land (herein "Property") located in Escambia County and/or City of Pensacola, County of Escambia, State of Florida, described as follows: **3839 Belle Meade Ct., Unit A, Pensacola, FL 32503**

SEE EXHIBIT "A"

B. APPURTENANCES. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblem now or hereafter located on the land or under or above the same or any part of parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Home buyer (hereinafter sometimes referred to as "Appurtenances").

1.02 WARRANTIES OF TITLE. Borrower covenants that Borrower is lawfully seized and possessed of the Premises as aforesaid, and has a good right to convey the same, that the same are unencumbered, and that the Borrower does warrant and will forever defend the title thereto against the claims of all persons whomsoever.

Lender acknowledges that the property is subject to a first mortgage in favor of **Synovus Bank** in the amount of **$64,600.00** and that this mortgage is subordinate and inferior to said mortgage (such mortgage shall be hereinafter referred to as the "first mortgage").

1.03 INDEBTEDNESS. This mortgage is given to secure the performance of all obligations set forth herein and the following described Indebtedness:

A. The debt evidenced by the Loan Agreement and Promissory Note referred to in Paragraph 1.01, together with any and all renewals, modifications, consolidations and extension of the Indebtedness evidenced by the Note;

B. Any and all additional advances made by Lender to protect or preserve the Premises or the security interest created hereby on the Premises, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Borrower's obligations hereunder provided or for performance of any of Borrower's obligations hereunder or for any other purpose provided herein (whether or not Borrower remains the owner of the Premises at the time of such advances); and

Provided, always, and it is the true intent and meaning of the parties to these presents, that when Borrower, his successors or assigns, shall pay or cause to be paid to Lender, his successors or assigns, the Indebtedness according to the conditions and agreements of the Note and of this Mortgage, and shall perform all of the obligations according to the true intent and meaning of the Note and this Mortgage and the conditions thereunder and hereunder, then this Mortgage shall cease, determine and be null and void; otherwise this Mortgage shall remain in full force and effect.

COVENANTS AND AGREEMENTS

2.01 PAYMENT OF INDEBTEDNESS. Homebuyer shall pay the Note(s) according to the tenure thereof and the remainder of the Indebtedness promptly as the same shall become due and payable in accordance with the terms of the Note.

2.02 TAXES, LIENS AND OTHER CHARGES.

A. Borrower shall pay, on or before the due date thereof, all taxes, assessments, levies, license fees, permit fees and other charges (in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon, the Premises or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and shall submit to Lender such evidence of the due and punctual payment of all taxes, assessments and other fees and charges as Lender may require.

B. Borrower shall pay, on or before the due date thereof, all taxes, assessments, charges, expenses, costs and fees against, or incurred in connection with, the Note(s), the other Indebtedness, this Mortgage or any other instrument now or hereafter evidencing, securing or otherwise relating to the Indebtedness, and shall submit to Lender such evidence of the due and punctual payment of all such taxes, assessments, charges, expenses, costs and fees as Lender may require.

C. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulations, the law now in force governing the taxation of mortgages to secure debt or security agreements or debts secured thereby or the manner of collecting such taxes so as to adversely affect Borrower, Lender will pay any such tax on or before the due date thereof.

D. Borrower will not permit or suffer any construction, mechanics, material men, laborers or statutory or other liens to be filed of record or to remain outstanding against the Premises or any portion thereof.

2.03 PRESERVATION AND MAINTENANCE OF PROPERTY.

A. Borrower will keep the buildings, improvements, facilities, furnishings, landscaping, the Premises and other improvements of any kind now or hereafter erected on the Land or any part thereof in good repair and shall not commit waste or permit impairment or deterioration of the property. Borrower will do nothing which would or could increase the risk of fire or other hazard to the Premises or any part thereof or which would or could result in the cancellation of any insurance policy carried with respect to the Premises.

B. Borrower will not allow the removal, demolition or alteration of the structural character of any improvement located on the land, and once the improvements are completed, without the written consent of Lender. Borrower shall not remove or permit to be removed from the Land any item or items referred to in Paragraph 1.01(B) of this Mortgage which are or may hereafter be in any way attached or affixed to the Land or any improvements thereof.

C. If the Premises or any part thereof is damaged by fire or other cause, Borrower will give immediate written notice thereof to Lender.

D. Lender or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours.

E. Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

F. Violation of any of the foregoing provisions shall constitute a default.

2.04 LIMIT OF VALIDITY. If from any circumstances whatsoever, fulfillment of any provision of this Mortgage or the Note(s) which it secures, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Note that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this paragraph shall control every other provision of this Mortgage and of the Note.

2.05 CONVEYANCE OR ENCUMBRANCE OF PREMISES WITHIN FIVE YEARS OF THE DATE HEREOF. Borrower hereby acknowledges to Lender that any encumbrance which encumbrance is in addition to those set forth in this Mortgage, of the Premises or any portion thereof would materially impair or jeopardize the security granted to Lender by this Mortgage. Borrower therefore covenants and agrees with Lender, as part of the consideration for the extending to Borrower of the Indebtedness evidenced by the Note, that Home buyer shall not directly or indirectly encumber (including, but not by way of limitation, increasing of the outstanding principal amount of any existing encumbrance) pledge, convey, transfer or assign any or all of the Borrower's interest in the Premises within five years following the date of this Mortgage or after five years following the date of this Mortgage if Borrower is in default of this Mortgage at the time of the said conveyance. A violation of the terms of this provision shall be a default hereunder and, in that event, all of the sums secured by this Mortgage shall be immediately due and payable. If Borrower fails to pay such sums when due, Lender may without further notice or demand on Home buyer, invoke any remedies permitted by this instrument.

2.06 SUBORDINATION.

A. The Mortgage shall not be subordinated under any circumstances.

B. To include any form of refinancing the loan or debt consolidation loan, etc.

2.07 OCCUPATION OF PREMISES. Borrower shall occupy and use the premises as Borrower's principal place of residency during the term of this mortgage. A violation of the terms of this provision shall be a default hereunder and, in that event, all of the sums secured by this Mortgage shall be immediately due and payable. If Borrower fails to pay such sums when due, Lender may without further notice or demand on Borrower, invoke any remedies permitted by this instrument.

2.08 CONVEYANCE AFTER FIVE YEARS FROM DATE HEREOF. If the said sale, conveyance, transfer or assignment of any interest in the property referred to in the mortgage is after five years from the date hereof, and if maker is not in default of any terms or obligations of the mortgage, the sums owing pursuant to this mortgage and Borrower's note shall be reduced to zero, and said Mortgage and Note shall be automatically canceled.

DEFAULT AND REMEDIES

3.01 DEFAULT. The terms "Default" or "Defaults", wherever used in this mortgage, shall mean any one or more of the following events:

A. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness as evidenced by the first mortgage; or

B. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of the first Mortgage; or

C. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness; or

D. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of this Mortgage; or

E. Failure by Borrower duly to observe or perform any term, covenant, condition, or agreement in any other agreement now or hereafter evidencing, securing or otherwise relating to the Notes(s) or this Mortgage or the Indebtedness including the Loan Agreement; or

F. Any representation or warranty of Borrower relating to the Note(s), the Loan Agreement, Borrower's program application for participation in the HOME Homebuyer Program, this Mortgage or the Indebtedness proves to be untrue or misleading in any material respect; or

G. The filing by Borrower (or any maker, endorser or guarantor of the Note(s) of a voluntary petition in bankruptcy or the filing by Borrower (or such maker, endorser or guarantor) or any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other laws or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower (or any such makers, endorsers or guarantors) seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of Borrower (such maker, endorser or guarantor) or all or any substantial part of the Premises or of any other property or assets of Borrower (such maker, endorser or guarantor) or of any or all of the income, rents, issues, profits or revenues thereof, or the making by Borrower (or any such maker, endorser or guarantor) of any general assignment for the benefit of creditors, or the admission in writing by Borrower (or for any such maker, endorser or guarantor) of its inability to pay its debts generally as they become due or the commission by Borrower (or any such maker, endorser or guarantor) of an act of bankruptcy; or

H. The filing of a petition against Borrower (or any maker, endorser or guarantor) of the Note(s), seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Borrower (or any such maker, endorser or guarantor) or of all or any substantial part of the Premises or of any or all of the incomes, rents, issues, profits or revenues thereof unless such petition shall be dismissed within thirty (30) days after such filing, but in any event prior to the entry of an order, judgment or decree approving such petition; or

I. The Premises are subjected to actual or threatened waste, or any part thereof is removed, demolished or altered without the prior written consent of Lender.

3.02 ACCELERATION OF MATURITY. If a default shall have occurred, then the entire Indebtedness shall accelerate, at the option of Lender, immediately become due and payable in full without notice or demand, time being of the essence of the Note(s) and of this Mortgage; and no omission on the part of Lender to exercise such option when entitled to do so shall be construed as a waiver of such right.

3.03 RIGHT TO ENTER AND TAKE POSSESSION. If a Default shall have occurred, Borrower, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Premises and if, and to the extent, permitted by law, Lender itself, or by such officers or agents as it may appoint, may enter and take possession of all of the Premises without the appointment of a receiver, or an application therefore, and may exclude Borrower.

3.04 RECEIVER. If a Default shall have occurred, Lender, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the adequacy or value of any security for the Indebtedness of the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Premises and to collect and apply the incomes, rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State of Florida. Borrower will pay to Lender upon demand all expenses, including reasonable receiver's fees, reasonable attorney's fees, costs and agent's compensation, incurred pursuant to the provisions of this Article III and any such amounts paid by Lender shall be added to the Indebtedness and shall be secured by this Mortgage.

3.05 ENFORCEMENT.

A. If a Default shall have occurred, Lender, at its option, may institute legal proceedings for the foreclosure of any or all of its rights under this Mortgage.

B. Lender shall have the right from time to time to enforce any legal or equitable remedy against Borrower, including without limitation suing for any sums, whether interest, principal or any installment of either or both, taxes, penalties or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Indebtedness shall then be due, and without prejudice to the right of Lender thereafter to enforce any other remedy, including without limitation an action of foreclosure, whether or not such other remedy be based upon a Default which existed at the time of commencement of an earlier or pending action, and whether or not such remedy be based upon the same Default upon which an earlier or pending action is based.

3.06 WAIVER OF EXEMPTIONS. Borrower warrants that no portion of the Premises constitutes the "homestead" of any person whomsoever as defined by the laws and constitution of the State of Florida and hereby waives and renounces all exemption rights in and to the Premises as against the collection of the Indebtedness or any part thereof.

3.07 REMEDIES OF CUMULATIVE. No right, power or remedy conferred upon or reserved to Lender by this Mortgage is intended to be exclusive or any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

3.08 WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's rights to accelerate the maturity of the Indebtedness secured by this Mortgage.

3.09 SUITS TO PROTECT THE PREMISES. Lender shall have the power to institute and maintain such suits and proceedings as it may deem expedient (i) to prevent any impairment of the Premises by any acts which may be unlawful or constitute a Default under this Mortgage, (ii) to preserve or protect its interest in the Premises and in the income, rents, issues, profits and revenues arising there from and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Lender. In any such action Lender shall be entitled to receive from Borrower all costs and reasonable attorney's fees.

MISCELLANEOUS

4.01 SUCCESSORS AND ASSIGNS. This Mortgage shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns. Whenever a reference in this Mortgage is made to "Borrower" or "Lender" such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of Borrower and Lender., as the case may be. The foregoing shall not authorize the encumbrance, pledge, conveyance, transfer or assignment of all or any portion of Borrower's interest in the Premises without the prior written consent of Lender.

4.02 SEVERABILITY. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4.03 APPLICABLE LAW. This instrument shall be governed by and construed in accordance with the laws of the State of Florida.

4.04 TIME OF THE ESSENCE. Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this Mortgage, the Note(s) and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Indebtedness.

4.05 ATTORNEY'S FEES. The enforcement of the Note(s), this Mortgage or any other obligation evidencing, securing or otherwise relating to the Indebtedness, Lender shall be entitled to recover from Borrower all costs and reasonable attorney's fees. The meaning of the term "legal fees" or attorney's fees" or other references to the fees of attorneys or counsel, wherever used in this Mortgage, shall be deemed to include, without limitation, all reasonable legal fees relating to litigation or appeals at any and all levels of courts and administrative tribunals.

IN WITNESS WHEREOF, Homebuyer has executed this Mortgage as of the date first above written.

Signed, sealed and delivered in the presence of:

Signature: **Tracy C. Pickens**

Signature: LINDA SALTER

BORROWER:

Borrower's Signature: **Troy Gaston Stepherson**

Co-Borrower's Signature:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this day, **July 30, 2018**, by **Troy Gaston Stepherson,** who (is personally known to me has produced Driver's License as identification) and who did not take an oath.

NOTARY PUBLIC

Signature of Notary Public

(Notary Seal must be affixed)

Print Name: Linda G. Salter
Commission # FF 218642
My Commission Expires
June 17, 2019

Schedule A,

A Parcel of land lying in Section 1, Township 2 South, Range 29 West, Escambia County, Florida, being more particularly described as follows:

Commence at the intersection of the Southerly right-of-way line of Summit Boulevard (100 feet right-of-way) and the Easterly boundary of Charleston Manor as recorded in Plat Book 11, Page 80 of the Public Records of Escambia County, Florida; thence run South 8 degrees 45 minutes 40 seconds East along said Easterly boundary of Charleston Manor for 390.00 feet; thence continue along said Easterly boundary South 28 degrees 07 minutes 06 seconds East for 28.62 feet to the Point of Beginning; thence continue South 28 degrees 07 minutes 06 seconds East along said Easterly boundary for 18.85 feet; thence run South 72 degrees 54 minutes 14 seconds West for 106.83 feet to a point on the Easterly right-of-way line for Belle Meade Court (40 feet right-of-way), said point being on the arc of a circular curve concave to the Northeast having a radius of 158.48 feet and a central angle of 1 degrees 21 minutes 47 seconds; thence run Northwesterly along the arc of said curve for an arc distance of 3.77 feet to the point of tangency; thence continue along said Easterly right-of-way line North 8 degrees 45 minutes 40 seconds West for 29.51 feet; thence leaving said right-of-way line, run North 81 degrees 14 minutes 20 seconds East for 99.50 feet to the Point of Beginning.

EXHIBIT II

SUBORDINATION REQUEST/AUTHORIZATION FOR RELEASE OF INFORMATION

This form is designed to provide the information necessary to respond to your subordination request. Please complete the entire form. Escambia County reserves the right to require additional information if necessary for further review.

Applicant's Name: TROY G. STEPHERSON

Property Address: 3839 BELLE MEADE CT., UNIT A, PENSACOLA, FL 32503

Lending Institution and Contact (to which County loan would be subordinated):

Lender: SYNOVUS BANK
Contact Name: SHELLIE ISAKSON-SMITH Contact Number: 850-232-3224

County Loan Program: ____ CDBG ____ CRA __X__ HOME __X__ SHIP
Original County Loan Amount: $ 12,500

	Principal Balance	Interest Rate	Rate Type (fixed or variable)	Loan Term (Years)	Mortgage Payment (PITI)
Current First Mortgage	61,000	5.25%	FIXED	30	551.77
Proposed New Mortgage	62,000	3.25%	FIXED	30	365

Reason for Request:
ECONOMIC HARDSHIP DUE TO CORONAVIRUS PANDEMIC

Applicant Statement:
I am the owner of the subject property listed above. I certify that the information contained herein is true and accurate. I authorize the Neighborhood & Human Services Department to obtain verification from necessary sources in order to process my subordination request. By signing, I consent to sharing of information received from and about me to the Lender listed above to review my request.

I will receive no cash out as a result of the new loan. County loan will remain in the same or higher position.

Signature: _____ Date: 4/13/20
Print Name: TROY G. STEPHERSON

Meredith Reeves

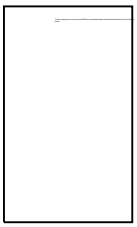
From: Troy Stepherson <troy@guntherproperties.com>
Sent: Wednesday, April 29, 2020 12:35 PM
To: Tracy Pickens; Meredith Reeves
Subject: Re: [EXTERNAL] SHIP grant satisfaction
Attachments: 3839 belle meade court appraisal 4.24.20 .pdf; IMG_20200413_0001 (1).pdf; refinance packet.pdf

Hello Tracy and Meredith,

Thank you both so much for your help with this. Please see attachments for the refinance packet, the appraisal (final opinion of value is $94,000), and the subordination request form. If you recommend I speak at the Commissioners meeting to the agenda item, I will do so.

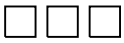
Please let me know if you have any questions, you may reach me on my cell at 850-748-4152.

Best Regards,
--Troy Stepherson



Troy Stepherson
Gunther Properties
503 E Government St., Pensacola, FL 32502
850-433-0666

troy@guntherproperties.com
www.guntherproperties.com



From: Troy Stepherson
Sent: Monday, April 13, 2020 1:29:02 PM
To: Tracy Pickens
Subject: Re: [EXTERNAL] SHIP grant satisfaction

Hello Tracy,

Thank you for your help with this. Please see attachment for the signed form. I have ordered the $500 appraisal, it should take about two weeks, which I hope to have by 4/27.

Best Regards,
--Troy Stepherson

EXHIBIT III

SUBORDINATION REQUEST WORKSEET
(for Staff Use)

Applicant Name: ___Troy Stepherson_____ Date: ____4/29/20_____

Address: ___3839 Belle Meade Ct, Unit A, Pensacola, FL_____

All questions must be answered in the affirmative for staff support of subordination request.

1. Is Applicant in Good Standing with Current Program Terms (insurance, homestead exemption, etc.)? _____Y_____
2. Are Property Taxes Current? ___Y___
3. Will the County loan stay in the same or higher mortgage position? _____Y_____
4. No cash will be received at closing. ___Y_____
5. New interest rate is 1% lower than original interest rate. __Y (3.25% new; 5.25% original)__
6. Is new first mortgage rate fixed? ____Y_____
7. Combined Loan to Value does not exceed 95%. __Y____
8. New Monthly payment is lower than previous first mortgage payment _Y ($269.83 new; $515.25 original)_____
9. If NO, does the new loan term provides a lifetime savings for the new loan due to a shorter term? ___N/A___
10. Has Owner provided subordination request with required documents? ___Y_____

County Original Loan Amount:	$12,500
Current County Loan Balance:	$12,500
Maturity Date of County Loan:	6/30/23
Original Appraised Value (if known):	$78,000
Original First Mortgage Amount:	$64,600
Maturity Date of Original First Mortgage:	6/30/48
Current Appraised Value:	$95,000
Proposed New First Mortgage:	$62,000
Maturity Date of New Loan:	30 yrs from closing date
New Total Loan to Value Ratio (cannot exceed 95%):	78%

All substantiating documents must be maintained in applicant file.

Reviewer Signature: ___Meredith Reeves, NED Division Manager___ Date: ___5/11/20___

Reviewer Recommendation to Board of County Commissioners: X Approved □ Disapproved

Notes:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17855 **County Attorney's Report 11. 1.**
BCC Regular Meeting **Action**
Meeting Date: 05/21/2020
Issue: Approval of Addendum to Settlement Agreement & General Release of All Claims in the case of Esc. Co. v. Spirit, Inc./Spirit Solutions, Inc.
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Addendum to Settlement Agreement & General Release of All Claims in the case of Esc. Co. v. Spirit, Inc./Spirit Solutions, Inc., Case No. 2019CA001402.

That the Board:
A. Approve the Addendum to Settlement Agreement and Mutual General Release of All Claims, which modifies the Settlement Funds Payment Schedule; and

B. Authorize the Chairman to execute the Addendum to the Settlement Agreement and Mutual General Release of All Claims.

BACKGROUND:

On February 20, 2020, this Board approved the Mediation Agreement reached between Escambia County and Spirit, Inc. and Spirit Solutions, Inc. (Spirit), regarding the dispute of the implementation of the case management software program in which Spirit agreed to pay the County $85,000.00 over the course of a year. On April 14, 2020, the Board approved the Settlement Agreement and Mutual General Release of all Claims which is the formal instrument implementing the mediated settlement.

William Nidiffer, as principal for Spirit, has requested that the original May 1st installment payment of $5,000.00 be postponed to June 1, 2020, at which time Spirit will then be obligated to make a $10,000.00 payment to comply with the Settlement Funds Payment schedule. Mr. Nidiffer has represented that the COVID-19 pandemic has disrupted the business operations of Spirit such that

vendors and clients have not made their payments on outstanding contracts. This has interrupted cash flow as represented by Mr. Nidiffer.

This office recommends a one-time-only extension for an initial payment of $10,000.00 to be made on June 1, 2020. No further extensions will be granted. The cure and notice procedure for defaulted payments will be invoked should any installment payments or the final balloon payment be defaulted.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Addendum executed by Spirit to be submitted to Board for approval.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Addendum to Settlement Agreement and Mutual General Release of All Claims

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ADDENDUM TO SETTLEMENT AGREEMENT AND
MUTUAL GENERAL RELEASE OF ALL CLAIMS

This addendum to Settlement Agreement and Mutual General Release of All Claims (Settlement Agreement) dated March 27, 2020, and approved by the Board of County Commissioners at its regular meeting on April 14, 2020 is hereby agreed to by and between Escambia County Board of County Commissioners (Escambia County) and Spirit Solutions, Inc. and Spirit, Inc. (hereinafter Spirit) and made a part of the Settlement Agreement, as follows:

TERMS

1. All terms contained in the Settlement Agreement and approved by the Escambia County as above remain in full force and effect except as modified herein.

2. Settlement Funds Payment provided in Paragraph 2 of the Settlement Agreement shall be paid as follows:

A. Spirit shall pay to Escambia County the sum of $10,000.00 on or before June 1, 2020. Subsequent to June 1, 2020, Spirit shall pay to Escambia County the sum of $5,000.00 in equal monthly installments, with the first payment due on July 1, 2020, and then for a period of successive nine months. Payment shall be made on the first day of each month for the next succeeding nine (9) months, unless the due date falls on a Saturday,

Sunday or national holiday, in which case, the payment will be due on the following business day. A final balloon payment of $30,000.00 shall be made by April 1, 2021. All other terms as set forth under subparagraphs B, C, D and E shall remain the same and are in full force and effect.

I HEREBY CERTIFY AND ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE OF ALL CLAIMS, THAT I HAVE AUTHORITY TO SIGN THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS ON BEHALF OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman Date

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk Date

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THIS SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE OF ALL CLAIMS AND HAVE AUTHORITY TO SIGN ON BEHALF OF SPIRIT, INC.

Signature: _____

Spirit, Inc.

Print Name: William M. Nidiffer

Title: CEO

STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☑ online notarization**, this 1st day of May, 2020, by William M. Nidiffer on behalf of Spirit, Inc., who is personally known to me **OR** who has produced Florida Drivers License as identification, and who executed the foregoing Settlement Agreement and Mutual General Release of All Claims and acknowledged that he/she signed same as his/her free act and deed.

SWORN TO AND SUBSCRIBED before me, this 1st day of May, 2020.

**List type of identification produced or "N/A": whichever is applicable.*



_____

NOTARY PUBLIC

State of: Texas

My Commission Expires: August 24, 2020

Document Notarized using a Live Audio-Video Connectic

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THIS SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE OF ALL CLAIMS AND HAVE AUTHORITY TO SIGN ON BEHALF OF SPIRIT SOLUTIONS, INC.

Signature: _____
Spirit Solutions, Inc.

Print Name: William M. Nidiffer

Title: CEO

STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☑ online notarization**, this 1st day of May, 2020, by William M. Nidiffer on behalf of Spirit Solutions, Inc., who is personally known to me **OR** who has produced Florida Drivers License as identification, and who executed the foregoing Settlement Agreement and Mutual General Release of All Claims and acknowledged that he/she signed same as his/her free act and deed.

SWORN TO AND SUBSCRIBED before me, this 1st day of May, 2020.

**List type of identification produced or "N/A," whichever is applicable.*



_____
NOTARY PUBLIC

State of: Texas
My Commission Expires: August 24, 2020

Document Notarized using a Live Audio-Video Connecti

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17825 **County Attorney's Report 11. 2.**
BCC Regular Meeting **Action**
Meeting Date: 05/21/2020
Issue: Approval of Proposed Settlement in the Case of Jerry Gulley v. Escambia County, Case No. 2019 CA 000222.
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Proposed Settlement in the Case of Jerry Gulley v. Escambia County, Case No. 2019 CA 000222.

That the Board approve the proposed settlement of payment of $25,000.00 to Jerry Gulley in exchange for a General Release of all Claims, and Hold Harmless Agreement and Medicare Addendum and a stipulation for dismissal with prejudice of the pending lawsuit.

BACKGROUND:

On March 11, 2016, Jerry Gulley was an inmate at the main Escambia County Jail, housed in Red Two Blue Pod. He was sitting at a table next to a set of bunkbeds which were not fastened to the floor. Other bunkbeds in the pod area were bolted to the floor. When another inmate climbed onto the top bunk, the bunkbed tipped over onto Mr. Gulley, causing him injury.

Mr. Gulley, represented by counsel, alleges injuries to his left shoulder, back and left knee from this incident. He received injections for his back, and underwent surgery for both his shoulder (rotator cuff) and knee (replacement). He has also engaged with extensive physical therapy. Gulley's treating physician gave the opinion that these injuries are the result of the bunk striking him. Mr. Gulley claims to have continuing issues with pain and limitation of motion.

Excluding Mr. Gulley's more recent knee replacement (for which we do not have verifiable bills), Mr. Gulley's medical bills total $115,293.82. Although insurance adjustments would only make only a portion of this recoverable, a jury would see the full amount when considering damages for pain and suffering. Insurance

counsel estimates that Mr. Gulley's damages at trial could exceed $100K, including pain and suffering.

It should be noted that although a video of the accident was preserved with the initial incident report, the video can no longer be located. Florida law provides that a claim for spoliation of evidence can be pursued if material evidence was lost or destroyed. As the main contention of liability in this case is that the bunkbed in question was not properly secured to the floor, the video could have revealed evidence as to its instability when the inmate climbed to the top bunk. The video could also show that Mr. Gulley sitting at the table would not be at fault for the accident occurring. If the Court agreed with a claim of spoliation, it could instruct a jury at trial to presume that such is true.

Based on the circumstances surrounding the accident, the loss of the video, and the ensuing injuries to Mr. Gulley, Western Litigation, our third-party administrator for our detention liability carrier, and Scott Seagle, our insurance counsel, have recommended a settlement in the sum of $25,000.00 in exchange for a full and complete release of all liability by Mr. Gulley and his attorney. Because this sum is within the deductible, the County would be responsible for payment in full.

BUDGETARY IMPACT:

501, Internal Service.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17930 **County Attorney's Report 11. 3.**
BCC Regular Meeting **Action**
Meeting Date: 05/21/2020
Issue: Escambia County State of Local Emergency
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Escambia County State of Local Emergency.

That the Board take the following actions:

A. Ratification of Escambia County State of Local Emergency Resolution R2020-55; and

B. Extension of Escambia County State of Local Emergency.

BACKGROUND:
Due to the COVID-19 pandemic and attendant federal and state declarations of emergency, the Board has continued under a state of local emergency pursuant to ch. 37 of the Escambia County Code of Ordinances and ch. 252, Fla. Stat. since March 16, 2020. During the state of local emergency, the Chairman of the Board executed an extension of the state of local emergency.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
All documents have been reviewed and approved by the County Attorney's Office.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

R2020-55 - State of Local Emergency
Extension of Local State of Emergency

RESOLUTION R2020-55
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, previous States of Local Emergency were established by Resolutions R2020-24, R2020-25, R2020-26, R2020-35, R2020-36, R2020-37, R2020-38, R2020-39 and R2020-52 declaring a state of local emergency that shall expire at 1:59 p.m. on the 18th day of May 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 18th day of May, 2020, and to expire at 1:59 p.m., central daylight time, on the 25th day of May, 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, or until the Board 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 12th day of May, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date Executed
5/12/2020

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 5/12/2020

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

May 12, 2020

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

Attention: Krykyt Fisher

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 R2020-55, which was filed in this office on May 12, 2020.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

RESOLUTION R2020-_____
DECLARATION OF STATE OF LOCAL EMERGENCY

A RESOLUTION 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 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, previous States of Local Emergency were established by Resolutions R2020-24, R2020-25, R2020-26, R2020-35, R2020-36, R2020-37, R2020-38, R2020-39, R2020-52 and R2020-55 declaring a state of local emergency that shall expire at 1:59 p.m. on the 25th day of May 2020; and

WHEREAS, 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 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 25th day of May, 2020, and to expire at 1:59 p.m., central daylight time, on the 1st day of June, 2020.

3. 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, or until the Board 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 _____ day of May, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 5/15/2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17940 **County Attorney's Report 11. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/21/2020
Issue: Vacation Rental Regulations
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Vacation Rental Regulations

At the request of Commissioner Bergosh, that the Board discuss the issue of vacation rental regulations.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.